# NOTICE
# REGULAR MEETING OF THE GOVERNING BOARD
# TRACY UNIFIED SCHOOL DISTRICT
**March 25, 2025**

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

## AGENDA

**1. Call to Order** **Pg. No.**

**2. Roll Call – Establish Quorum**
Board: O. Alexander, D. Cheeseman, R. Fagin, L. Hawkins, S. Secker, J. Silcox, D. Traina
Staff: R. Pecot, Z. Boswell, T. Jalique, T. Salinas, S. Smith

**3. Closed Session:** Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.

**3.1 Administrative & Business Services:**

**3.1.1** Public Services or Facilities Security
Review and Approval of Tactical Response Plan
Government Code §54957(a)
Education Code §32281(f)(3)
Approve School Site Safety Plan for the 2025-26 School Year (Separate Cover)

**3.2 Educational Services:**

**3.2.1** Finding of Facts: 24/25#39, 24/25#40, 24/25#41, 24/25#42
**3.2.2** Reinstatements: AR#24-25/#33
**Action:** Motion__; Second__. **Vote:** Yes __; No___; Absent___: Abstain ___
**3.2.3** Early Graduation: TISCS#10334434, TISCS#10326249
**Action:** Motion__; Second__. **Vote:** Yes___; No __: Absent___: Abstain ___

**3.3 Human Resources:**

**3.3.1** Consider Unpaid Leave of Absence for Certificated Employee #UC-1409
**Action:** Motion__; Second__. **Vote:** Yes ___: No___; Absent___: Abstain ___
**3.3.2** Consider Paid Leave of Absence for Certificated Employee #UC-1410
**Action:** Motion__; Second_ . **Vote:** Yes___; No___; Absent ___: Abstain _

**3.3.3** Consider Modified Paid/Unpaid Leave of Absence for Classified #UCL-513
**Action:** Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain _
**3.3.4** Consider Leave of Absence Requests for Certificated Employees: #UC-1407, #UC-1408 pursuant to Article XX
**Action:** Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
**3.3.5** Consider Termination of Coach Contract for Employee #UCL-519
**Action:** Motion__; Second__. **Vote:** Yes___; No___; Absent __; Abstain __
**3.3.6** Consider Public Employee/Employment/Discipline/Dismissal/Release
Government Code §54957
**Action:** Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
**3.3.7** 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 Take on Approve School Site Safety Plan for the 2025-26
**3.1.1** School Year (Separate Cover)
**Action:** Motion ____ Second ___. **Vote:** Yes___; No___; Absent___; Abstain
**6b** Action Taken on Finding of Facts: 24/25#39, 24/25#40, 24/25#41, 24/25#42
**3.2.1**
**Action:** Motion ____ Second ___. **Vote:** Yes___; No___; Absent___; Abstain ___
**6c** Report Out of Action Taken on Reinstatements: AR#24-25/#33
**3.2.2**
**Action:** **Vote:** Yes___; No___; Absent___; Abstain ___
**6d** Report Out of Action Taken on Early Graduation: TISCS#10334434,
**3.2.3** TISCS#10326249
**Action:** **Vote:** Yes___; No___; Absent___; Abstain ___
**6e** Report Out of Action Taken on Consider Unpaid Leave of Absence for
**3.3.1** Certificated Employee #UC-1409
**Action:** **Vote:** Yes___; No___; Absent___; Abstain ___
**6f** Report Out of Action Taken on Consider Paid Leave of Absence for Certificated
**3.3.2** Employee #UC-1410
**Action:** **Vote:** Yes___; No___; Absent___; Abstain ___
**6g** Report Out of Action Taken on Consider Modified Paid/Unpaid Leave of
**3.3.3** Absence for Classified #UCL-513
**Action:** **Vote:** Yes___; No___; Absent___; Abstain ___
**6h** Report Out of Action Taken on Consider Leave of Absence Requests for
**3.3.4** Certificated Employees: #UC-1407, #UC-1408 pursuant to Article XX
**Action:** **Vote:** Yes___; No___; Absent___; Abstain ___
**6i** Consider Termination of Coach Contract for Employee #UCL-519
**3.3.5**
**Action:** **Vote:** Yes___; No___; Absent___; Abstain ___

7. **Approve Regular Minutes of February 25, 2025** 1-7
**Action:** Motion__ ; Second __. **Vote:** Yes __; No __; Absent ___; Abstain ___
**Approve Special Minutes of February 28, 2025** 8-10
**Action:** Motion__ ; Second __. **Vote:** Yes __; No __; Absent ___; Abstain _

8. **Student Representative Reports:**
**8.1 Alternative Education:** Santiago Magallanes Robles, Elaina Marcum; **Tracy High:** Dayson Balsano; **West High:** Noah Watkins, Lucia Noor Behnam; **Kimball High:** Andrew Henano Megia
**8.2 Freiler Elementary School; Monte Vista Middle School**

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

| | | |
|---|---|---|
| **13.1.1** | 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 | **11-12** |
| **13.1.2** | Approve Entertainment, Assembly, Service, Business and Food Vendors | **13-14** |
| **13.1.3** | Ratify Routine Agreements, Expenditures and Notice of Completions which Meet the Criteria for Placement on the Consent Agenda | **15-17** |
| **13.1.4** | Accept and Review the Status of School Connected Organization/ Booster Club Applications Submitted for the 2024/25 School Year | **18-19** |
| **13.1.5** | Approve Payroll Reports (February 2025) | **20-24** |
| **13.1.6** | Approve Revolving Cash Fund Reports (February 2025) | **25-26** |
| **13.1.7** | Approve Accounts Payable Warrants (February 2025) (Separate Cover) | **27** |

**13.2 Educational Services:**


| | | |
|---|---|---|
| **13.2.1** | Approve Contract with Kickup to Provide Professional Development Registration and Engagement Platform During the 2025-26 School Year | **28-34** |
| **13.2.2** | Approve Agreement for Special Contract Services with San Joaquin County Office of Education California Preschool Instruction Network (CPIN) and the TUSD School Readiness Preschool Program During the 2024-2025 School Year | **35-39** |
| **13.2.3** | Approve Agreement for Contract Services with Do Life Sober LLC for the 2024-2025 School Year | **40-44** |
| **13.2.4** | Ratify Special Contract Services Agreement with Academic Behavior Consultants Psych Group for Independent Education Evaluation (IEE) | **45-48** |
| **13.2.5** | Approve Overnight Travel for Tracy High School (THS) Student Government Officers to Attend the CASL State Leadership Conference in Santa Clara, CA April 12-14, 2025 | **49** |
| **13.2.6** | Approve Agreement for Contract Services Between Quest Science Center and Williams Middle School for the 2024-2025 School Year | **50-54** |
| **13.2.7** | Ratify Contract with Marzano Resources for the 2024-25 School Year | **55-61** |
| **13.2.8** | Approve Quote for Site License with IXL Learning and Duncan Russell Community Day School from May 12, 2025 to May 12, 2026 | **62-63** |
| **13.2.9** | Approve Overnight Travel for the West High JROTC and Advisors to Attend the Golden Bear National Drill Competition in Torrance, California on April 25-27, 2025 | **64** |
| **13.2.10** | Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda | **65-66** |
| **13.2.11** | Ratify Agreement for Contract Services Between 360 Customer Inc. and Monte Vista Middle School January 30, 2025 through May 29, 2025 | **67-70** |
| **13.2.12** | Ratify Agreement for Contract Services with 360 Degree Customer, Inc. to Provide Mental Health Services to the TUSD School Readiness Preschool Program February 11, 2025 through May 29, 2025 | **71-74** |
| **13.2.13** | Ratify Agreement for Contract Services Between 360 Degree Customer, Inc. and South/West Park Elementary School for the 2024-2025 School Year | **75-78** |
| **13.2.14** | Ratify Agreement for Contract Services Between 360 Customer Inc. and North School for the 2024-2025 School Year | **79-82** |
| **13.2.15** | Ratify Agreement for Contract Services Between 360 Customer Inc. and Central School for the 2024-2025 School Year | **83-86** |
| **13.2.16** | Ratify Agreement for Contract Services between 360 Degree Customer Inc. and Tracy Charter School for the 2024-25 School Year | **87-90** |
| **13.2.17** | Ratify Agreement for Contract Services Between 360 Degree Customer Inc. and Duncan Russell Community Day School for Behaviorist Services in the 2024-2025 School Year | **91-94** |
| **13.2.18** | Ratify Agreement for Contract Services between 360 Degree Customer Inc. and Merrill F. West High School for Behaviorist Services during the 2024-2025 School Year | **95-98** |
| **13.2.19** | Ratify Agreement for Contract Services between 360 Customer Inc. and Merrill F. West High School for Mental Health Services during the 2024-2025 School Year | **99-102** |

| | | | |
|---|---|---|---|
| | **13.2.20** | Approve to Increase Funding for Special Contract Services with 3Chords Inc and Therapy Travelers LLC, Collectively DBA Epic Special Education Staffing to Provide Staffing Services for the remainder of the 2024-2025 School Year | **103-114** |

**13.3 Human Resources:**

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|---|---|---|
| **13.3.1** | Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment | **115-117** |
| **13.3.2** | Approve Classified, Certificated, and/or Management Employment | **118-121** |
| **13.3.3** | Certify that Provisions of Section 5593 Regarding Coaches Have Been Met | **122-130** |
| **13.3.4** | Approve Preliminary Administrative Agreement with Teachers College of San Joaquin | **131-134** |
| **13.3.5** | Approve Preliminary Administrative Intern Agreement with Teachers College of San Joaquin | **135-139** |

**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:**

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| **14.1.1** | Adopt Resolution No. 24-16 to Excuse Meeting Absence of Board Member | **140-141** |
| **Action:** | Motion___; Second___. **Vote:** Yes__; No : Absent_ _; Abstain _. | |
| **14.1.2** | Approve the Governance Team Handbook | **142-151** |
| **Action:** | Motion___; Second___. **Vote:** Yes : No _; Absent ; Abstain . | |
| **14.1.3** | Approve 2024-25 and 2025-26 Transportation Plan | **152-156** |
| **Action:** | Motion___; Second___. **Vote:** Yes ; No _; Absent _; Abstain__. | |
| **14.1.4** | Certify 2024-2025 Fiscal Year Second Interim Report (Separate Cover) | **157-158** |
| **Action:** | Motion___; Second___. **Vote:** Yes__; No ; Absent__; Abstain__. | |

**14.2 Educational Services:**

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|---|---|---|
| **14.2.1** | Adopt Revised Board Policy 6142.5 Environmental Education (First Reading) | **159-162** |
| **Action:** | Motion___; Second___. **Vote:** Yes__; No _; Absent__; Abstain__. | |
| **14.2.2** | Adopt Revised Board Policy 6142.92 Math Instruction (First Reading) | **163-167** |
| **Action:** | Motion___; Second___. **Vote:** Yes__; No ; Absent ; Abstain__. | |
| **14.2.3** | Adopt Revised Board Policy 6142.93 Science Instruction (First Reading) | **168-172** |
| **Action:** | Motion___; Second___. **Vote:** Yes ; No ; Absent ; Abstain__. | |

**14.3 Human Resources:**

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|---|---|---|
| **14.3.1** | Approve a Declaration for a Provisional Internship Permit | **173-174** |
| **Action:** | Motion___; Second___. **Vote:** Yes__; No _; Absent ; Abstain . | |
| **14.3.2** | Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2025-2026 School Year | **175-177** |
| **Action:** | Motion___; Second___. **Vote:** Yes ; No ; Absent ; Abstain _. | |
| **14.3.3** | Acknowledge Receipt of California School Employees Association's (CSEA) Sunshine Proposal for the 2025-2026 School Year | **178-179** |
| **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** April 8, 2025
    - **17.2** April 22, 2025
    - **17.3** May 13, 2025
    - **17.4** May 27, 2025

18. **Upcoming Events:**

| | | |
|---|---|---|
| **18.1** | April 18 – April 21, 2025 | No School, Spring Recess Holiday |
| **18.2** | May 29, 2025 | Last Day of School |
| **18.3** | August 4, 2025 | First Day of School |

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

**Minutes of**
**Regular Meeting of the Governing Board**
**For Tracy Unified School District**
**Held on Tuesday, February 25, 2025**

**6:40 PM:** **1-3.** President Silcox called the meeting to order and adjourned to closed session.

**Roll Call:** **4.** Board: O. Alexander, D. Cheeseman, R. Fagin, L. Hawkins, S. Secker, J. Silcox, D. Traina
Staff: R. Pecot, T. Salinas, T. Jalique, Z. Boswell, S. Smith

**7:06 PM** **5.** President Silcox called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

**Closed Session:**

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|---|---|
| **6a** | Action Taken on Finding of Facts: 24/25#37, 24/25#38 |
| **3.2.1** | |
| **Action:** | Hawkins, Silcox. **Vote:** Yes-7; No-0; Absent-0. |
| **6b** | Report Out of Action Taken on Early Graduation: TISCS#10331658, |
| **3.2.2** | TISCS# 10323483, TISCS#10326379, TISCS#10327059, TISCS# 10363746, TISCS# 10323027, TISCS#10345779 |
| **Action:** | Approved. **Vote:** Yes-7; No-0; Absent-0. |
| **6c** | Report Out of Action Taken on PE Exemptions: MVMS#10336669 |
| **3.2.3** | |
| **Action:** | Approved. **Vote:** Yes-7; No-0; Absent-0. |
| **6d** | Report Out of Action Taken on Consider Leave of Absence Requests for |
| **3.3.1** | Certificated Employees #UC-1398, #UC-1399 pursuant to Article XX |
| **Action:** | Approved. **Vote:** Yes-7; No-0; Absent-0. |
| **6e** | Report Out of Action Taken on Approve the Non-Reelection of |
| **3.3.2** | Probationary Certificated Employees: ~~#UC-1400~~, ~~#UC-1401~~, ~~#UC-1402~~, #UC-1403, #UC-1404, #UC-1405, #UC-1406. Pursuant to Education Code Section 44929.21(b) |
| **Action:** | Approved as amended. **Vote:** Yes-7; No-0; Absent-0. |
| **6f** | Report Out of Action Taken on Consider Retroactive Unpaid Leave of |
| **3.3.3** | Absence for Classified #UCL-517 |
| **Action:** | Approved. **Vote:** Yes-7; No-0; Absent-0. |
| **6g** | Report Out of Action Taken on Consider Retroactive Unpaid Leave of |
| **3.3.4** | Absence for Classified #UCL-518 |
| **Action:** | Approved. **Vote:** Yes-7; No-0; Absent-0. |

**Minutes:** **7. Approve Regular Minutes of January 28, 2025.**
**Action:** Hawkins, Cheeseman. **Vote:** Yes-7 ; No-0 ; Absent-0.

**Audience:** Scott Anderson, Michael Bunch, Brittani Ryan, Annabelle Lee, Bill Maslyar, Bobbie Etcheverry, Kaleigh Felisberto, Dean Reese, Ashley Jones, Albert Strong, Jason Noll, Amanda Bowman, Stacie Jablonski, Tina A., Violet Bravo, Randy Moehnke, Sarah Couris

**Student Rep Reports:**

**8.1 Alternative Education:** Santiago Magallanes Robles and Elaina Marcum expressed they were honored to serve as the new student representatives for the Alternative Education campus. They have had fifty-six students successfully graduate so far this year. Soccer and dodge ball are starting soon, and they have a Barbering pathway beginning in August where students can work towards their barbering license in addition to obtaining their diploma.

**Tracy High:** THS Junior, Jake Hallen presented on Dayson Balsano's behalf. During National School Counselor Week leadership made posters for the counseling offices. The prom theme this year is 'A Night in Neverland' and it will be held at the California Academy of Science. Sport festivities, spirit week, and senior nights have been taking place on campus. Representative Josh Harder paid them a visit and provided an in-depth explanation of local government. Students were able to participate and ask questions. They have been celebrating Black History Month with the theme Influential Black Educators. All board members are invited to the Bull Dog Has Talent show March 26th. They are also holding a Tracy High Masked Singer where teachers and staff will put on performance, the judges will narrow down the contestants and the crowds will vote on who they believe is the singer prior to the reveal.

**West High:** Noah Watkins and Kayla Molina, filling in for Lucia Benham, provided the monthly update. Both the boys and girls wrestling teams have been doing great. They have completed Slam Jam Week, which ended with a rally. Spring sports have just begun with volleyball, baseball, and softball among others. Prom is coming up soon and once again they are opening up their prom closet where students can pick out gently used prom dresses, suits, and accessories. This year, prom will be held at the San Jose Tech Museum. JROTC has been given the rating of of 'Exceeds Standards'. This is the highest possible rating they can receive.

**Kimball High:** Andrew Henano Megia shared some KHS highlights. The Art Department took a field trip to the Tracy Community Center for the annual art show, giving students the opportunity to view other artists' creative work. The final leadership spots have been filled, prom is officially sold out, and School Site Council is selecting students for next year. Kimball has produced their first class of drone specialists, which is a significant milestone for their program. For Black History Month they held a door decorating contest with incredible participation. Kimball is hosting the Special Education Prom again this year. The theme is Miraculous Masquerade. This is a great event that includes students from schools all over San Joaquin County.

**8.2 Kelly Elementary School** Students Ryhan Mahidden, Clara Silcox, and Kirat Mand provided highlights of Kelly School activities. Leadership students learn many skills, working together as a team. In March, they participate in Read Across America week, reading books to younger students. In Avid, students learn time management and problem solving and participate in activities and field trips. In academics, the Girls Who Code Club uses creativity and precision to do their codes properly. Kelly has held many fun activities this year, such as the inflatable race, which had staff participation, the Zombie Run, and school dances. On Fridays,

Name that Tune is played out over the intercom where the first class to respond with the correct answer can win prizes. At lunch, most students enjoy participating in volleyball and flag football.

**Poet Christian Elementary School** At Poet, the vision statement is to learn, grow and succeed. Ellie Couris and Romina Cordova provided information about Poet School. They have a lot of activities throughout the year such as the performance of Aladdin Jr. which was open up to student's 3rd to 8th grade for auditions. The school wide Halloween parade, after school Girls Who Code class, and music program were other honorable mentions. This is a small school where most students know each other and have grown up together. The leadership group organizes dances and fundraisers. They meet after school to brainstorm on upcoming events. Leadership has started an Instagram and YouTube account to let students and parents know about upcoming spirit weeks.

**Recognition & Presentations:**

**9.1 Recognize Violet Bravo, Supervision Assistant at George Kelly School, for Saving a Students' Life by Performing the Heimlich Maneuver** Violet demonstrated skill and composure under pressure. Her calm and effective response ensured the safety of a kindergartener in distress. Violet was presented with a certificate in recognition of her heroic actions. She was presented with a certificate.

**9.2 Recognize Kimball High School Students for Receiving their FAA Drone Pilot Certification** The FAA Drone Certification enables these students to gain employment as a drone pilot. The certification test includes categories such as weather conditions, visibility rules, controlled airspace, landing patterns and more. The students were presented with certificates.

**9.3 Recognize West High School Robotics Club Students for Receiving the Excellence Award at the San Joaquin Delta VEX V5 Robotics League** The Excellence Award is the highest award given at a VEX Robotics competition. It recognizes the team's ability to document and explain their engineering design process. The students of Team "Zeta" were presented with certificates.

**9.4 Tracy Charter School** Principal Annabelle Lee presented on two programs on the Charter campus: TISCS and the Tracy Young Adult Program. Overall, their mission is to foster a supporting learning environment. Currently their enrollment is at 450 students with a waiting list in many grade levels. High School students are assigned to an online curriculum; they work at their own pace and meet with teachers one on one each week for an hour. They have weekly online meetings that include presentations and announcements. Grades K through 8 meet daily for consistent communication. This year's goal is to enhance student engagement as students expressed the desire for more social interaction. In response, they have incorporated STEM nights, a Halloween candy crawl, senior breakfast, science camp, and other field trips. A Student Success Center was also launched this year. It is open each day from 10:00 am to 2:30 pm. Students can visit as needed to study, socialize, and collaborate with other students. TYAP is designed to support adult special needs students in acquiring independent living skills. The students gain tools for self-advocating, communication, and independent living. They have started a microbusiness selling prepackaged snacks. The program provides practical experiences that prepare them for life beyond the classroom.

**Information & Discussion Items:**

**10.1 Administrative & Business Services:** None.

**10.2 Educational Services:**

**10.2.1 Receive Report on the California Assessment of Student Performance and Progress (CAASPP)**

Director of STEM, Curriculum, and Local Assessment, Dean Reese, provided state testing results from last year. 39% of students are meeting or exceeding standards in ELA, meeting the average proficiency overall in the county. In math, the percentage of students' district wide is 25.53% meeting or exceeding the standard, with 23.71% nearly meeting this goal. Science results are 25% proficiency with 58% nearly meeting standards, which is exciting because they are so close to moving to proficiency. This is 1% higher than the county trends. A graph was shared comparing proficiency data from school to school and by student groups for each category.

**10.2.2 Receive Report on the Mid-Year LCAP Update for the 2024-2025 Local Control Accountability Plan (Separate Cover)**

Michael Bunch, Director of Continuous Improvement, State and Federal Programs provided an update of the LCAP as of 12/31/2024. TUSD is currently in year one of a three-year cycle. Total LCFF funds at 1st interim were $191,271,164. LCAP Goal successes include continued gains to recruit and retain quality educators, an increase in the percentage of student graduations, and a decrease in absenteeism and suspension rates.

Trustee Traina left the meeting at 8:07 pm.
Trustee Traina returned at 8:10 pm.

**10.2.3 Receive Report on the Mid-Year LCAP Update for the 2024-2025 Tracy Independent Study Charter School Local Control Accountability Plan**

Principal of the Tracy Charter School, Annabelle Lee, provided a mid-year update for the charter. The LCAP for Tracy Charter School also serves as their School Plan for Student Achievement (SPSA). They had a budget of $3.5 million at 1st interim. LCAP goal successes include: continued retention of high qualified teachers, statewide assessment participation of 95-100% in all grade levels, and continuing to redesignate English learners as fluent. Parent involvement has increased, attendance has increased to 92.59%, and the school climate has improved.

**Hearing of Delegations**

**11.** None.

**Public Hearing:**

**12.1 Administrative & Business Services:** None.

**Consent Items:**

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

**13.1 Administrative & Business Services:**

**13.1.1** Approve Entertainment, Assembly, Service, Business and Food Vendors

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

**13.1.3** Approve Payroll Reports (January 2025)

**13.1.4** Approve Revolving Cash Fund Reports (January 2025)

**13.1.5** Approve Accounts Payable Warrants (January 2025)

**13.2 Educational Services:**

**13.2.1** Approve Agreement for Contract Services with Operation Scholars for a Behaviorist, for the 2024-2025 School Year

**13.2.2** Approve Agreement for Special Contract Services with Educational Plan Support Services, LLC for Consulting and Support Services on the District LCAP

**13.2.3** Approve the District Summer Programs 2025

**13.2.4** Ratify Agreement for Special Contract Services with Quest Science Center at Art Freiler School for the 2024 - 2025 School Year

**13.2.5** Approve Agreement for Contract Services Between World of Wonders Science Museum and Jacobson Elementary School For the 2024-2025 School Year

**13.2.6** Approve Agreement for Contract Services Between Sutter Tracy Community Hospital and Tracy Unified School District

**13.2.7** Approve Contracts with Core Learning for Online Language and Literacy Academy, Elementary Reading Academy, and Leadership for Literacy Professional Development for Teachers and Administrators During the 2024-2025 and 2025-26 School Years (Separate Cover)

**13.2.8** Ratify Non Public School Contract Agreement with Benchmark Behavioral Health Systems Inc. for the 2024-2025 School Year (Separate Cover)

**13.2.9** Approve Agreement for Special Contract Services with Keynote Speaker Keith Hawkins (Real Inspirations, Inc.) at Tracy High School on April 9, 2025

**13.2.10** Approve Agreement for Overnight Travel for the West High School Track & Field Team and Advisors to Attend Arcadia Invitational at Arcadia High School in Arcadia, CA on April 10-13, 2025

**13.2.11** Approve Agreement for Overnight Travel for the West High School Track & Field Team and Advisors to Attend CIF State Track & Field Championships at Buchanan High School in Clovis, CA on May 29-June 1, 2025

**13.2.12** Approve Agreement for Overnight Travel for the West High School Track & Field Team and Advisors to attend Mt. Sac Relays at Mt. San Antonio College in Walnut, CA on April 17-20, 2025

**13.2.13** Approve Agreement for Overnight Travel for the West High School Track & Field Team and Advisors to Attend West Coast Relays at Buchanan High School in Clovis, CA on April 4-5, 2025

**13.2.14** Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda

**13.3 Human Resources:**

**13.3.1** Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees

**13.3.2** Approve Classified, Certificated and/or Management Employment

**13.3.3** Approve Speech-Language Pathology Fieldwork Agreement with West Coast University

**13.3.4** Approve Agreement for Special Contract Services with John Ford and Associates

**13.3.5** Approve Agreement for Special Contract Services with International Services Corporation

**Action Items:**

**14.1 Administrative & Business Services:**

**14.1.1** Cast Ballot for CSBA 2025 Delegate Assembly Election

**Action:** Motion to cast a vote for both candidates, Sandra Chan and Susan Macfarlane. Cheeseman, Alexander. **Vote:** Yes-7; No-0; Absent-0.

**14.1.2** Consider Claim No. 650363

**Action:** Board rejected. Alexander, Cheeseman. **Vote:** Yes-7; No-0; Absent-0.

**14.1.3** Approve Piggyback Bid Between Omina Partners and Lakeshore Learning Materials (Separate Cover)

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

**14.1.4** Approve Contract with Cumming Management Group for Interim Director of Facilities

**Action:** Approved as amended. Cheeseman, Alexander. **Vote:** Yes-7; No-0; Absent-0.

**14.2 Educational Services:**

**14.2.1** Adopt Revised Board Policy 6146.1 High School Graduation Requirements/ Standards of Proficiency (Second Reading)

**Action:** Approved as final. Hawkins, Alexander. **Vote:** Yes-7; No-0; Absent-0.

**14.2.2** Approve Increase Funding for Pawar Transportation for the 2024-2025 School Year

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

**14.3 Human Resources:**

**14.3.1** Approve Revised Job Description for School Site Business Manager

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

**14.3.2** Approve Revised Instructional Calendars 2025-2026, 2026-2027, and 2027-2028

**Action:** Approved as amended. Cheeseman, Secker. **Vote:** Yes-7; No-0; Absent-0.

**14.3.3** Approve Resolution 24-13, Authorizing Reduction and Elimination of Particular Kinds of Certificated Services for the 2025-2026 School Year

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

**14.3.4** Approve Resolution 24-14, Criteria for Determining Order of Seniority (Tie-Breaking) in the Case of Certificated Reduction in Force for the 2025-2026 School Year

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

**14.3.5** Approve Revised Job Description for Director of Facilities and Planning

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

**Board Reports:**

Trustee Traina thanked everyone; it was a full night but also an illuminating night in terms of test scores. Having the hero here, Violet, was amazing, it brought tears to her eyes. Trustee Secker thanked the Assistant Superintendents and Department heads for the info and communication they provide. Trustee Cheeseman felt

everyone did a wonderful job, the reports were interesting, and the students are inspiring. She had an opportunity to stop by North Elementary for their Career Day, the students had a wonderful time. Trustee Alexander enjoyed the reports and hearing of what was happening at school. She recently enjoyed being a judge for the Black History Month door decorating contest at Kimball. Trustee Hawkins was disappointed that the public misses their comments when they leave early after the presentations; he would like to have the opportunity to thank them personally. Trustee Fagin thanked Dr. Reese and Dr. Bunch for their incredible work. He also thanked Ms. Lee for the phenomenal work she is doing, retaining students within the district and the addition of more community involvement. Trustee Silcox passed on comment.

**Superintendent Report:**

Dr. Pecot thanked Dr. Reese for presenting the CAASPP information. Unfortunately students aren't just competing with the county, they are competing with the state. We have a lot of work to do and we will keep on going. Andrew, Kimball's student rep., mentioned the Alternative Prom taking place March 6th from 10:00 to 1:00. If you have a chance to stop by, it is a very special event.

**Adjourn: 8:42 PM**

_____ _____

Clerk Date

**Minutes of**
**Special Meeting of the Governing Board**
**For Tracy Unified School District**
**Held on Tuesday, February 28, 2025**

**1. 3:11 PM** **Call to Order and Pledge of Allegiance**

**2. Roll Call – Establish Quorum**
Board: O. Alexander, Denise Cheeseman, RG Fagin, L. Hawkins, S. Secker, J. Silcox, D. Traina
Staff: R. Pecot, B. Etcheverry, S. Smith
Facilitator: Terilyn Finders

**3. Comments** **Hearing of Delegations:** None.

**4. Workshop** **4.1 Board Governance Workshop**

Board introductions were made. Trustee Silcox introduced Ms. Terilyn Finders who facilitated the meeting. The Board reviewed the current Board Governance Handbook, previously approved March 14, 2023. They went over each section, adding suggestions and/or deletions. The suggested changes to the handbook will be presented at the March 25, 2025 board meeting as an action item for approval.

Key points discussed:

- Only the board has authority by law, not individually, to give direction to the Superintendent, all other employees report to other professionals within the organization. The board's responsibility is to set the direction and hire/evaluate the Superintendent. The board sets the policy for the district in accordance with federal and state law. The board is an advocate for the children and the district, they connect with the community but are not expected to bring expertise to the district. They make sure there is a structure in place to ensure things are attended to but do not solve individual issues.
- Be careful not to place opinions in a message. Do not editorialize, you do not want it to appear as you have made up your mind prior to the board meeting decision.
- A basic explanation and overview of the Brown Act was discussed. Discussions must occur in public. You can speak together, one on one, but you cannot move toward a quorum discussion outside of the public view (board meeting).

Getting an Item on the Agenda:

- Members of the public have the right to place a topic on the agenda but it must first be within your subject matter jurisdiction. Requestors should be referred to submit their request to the Superintendent in writing.

Information Regarding Board Packet:

- Board packets should be reviewed in advance so you are aware of what is being presented for approval and so you can ask questions in advance if needed. The meeting is more effective if there is time to prepare a thoughtful answer to share.
- Board trustees should not come into the meeting with their mind made up. If a report is being given, you may have questions or discussion take place prior to a vote.

Meeting Decorum:

- Discussions in the boardroom should be civilized. When being asked to make a big decision on policy change, you are not expected to do this in one meeting. Committees may be formed; it is a time to give direction to staff and the public that the topic is being considered.
- A board trustee cannot abstain on a vote unless there is a conflict of interest. You must vote yes or no.

Public Comments at Meetings:

- The public can address the board when an item is on the agenda during public comments. Trustees can honor their questions by letting the superintendent respond to them if necessary. For example, if there is a hot topic that has had a lot of prior discussion, it is okay to inform or clarify if there has been a committee working on the situation for a certain amount of time.
- Public comments should be made in line with the boards subject matter jurisdiction. If a person is using the meeting as an open forum, you may need to pull them aside and inform them that these types of questions will not be entertained in the future.
- When the need arises to clarify for the record, always address the board, not the individual in the audience.
- The board cannot address the public on a non-agendized item. Explain to them that you cannot engage with them. A best practice is to ask the superintendent to have a staff member take them aside to assist or guide them in the direction they may need.
- For agendized items, it is important for the president to announce that they are closing public comment to allow for them to move on.

Email Communication:

- Email and texts are subject to public records requests. Be careful how you utilize your cell phone and email. All communication should be through your district issued email account.

Handling Complaints/Concerns from Staff/Community:

- The community may bring you a concern. It is a legal problem if you try to solve that issue yourself. Acknowledge their emotion and bridge them to who they should be connected to. The Uniform Complaint Process outlines the chain of command. The School Board is the only elected body within the district, if you get too involved through communication or listening too deeply about concerns, you may have to recuse yourself from doing your role on the board. Your job is to make sure there is a process for problems, not to solve them.

A self-evaluation tool was provided, and a working styles handout was completed and discussed.

**4. 5:06 PM** **Adjourned.**

_____ _____

Clerk Date

TRACY
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Tania Salinas, Assoc. Supt. of Business Services
**DATE:** March 25, 2025
**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:

**Donations Received by Kimball High School / Tracy Unified School District:**

1. Tracy African American Association Activities: $3,199.53 (Ck #2505). This donation is designated towards BSU Club.
2. Tanveer S Bajwa MD Inc.: $500.00 (Ck #1012). This donation is for new uniforms for the softball teams.

**Donations Received by Art Freiler School / Tracy Unified School District:**

1. Hasan Family: $130.00 cash. This donation is designated to assist with 8th grade promotion.

**Donations Received by Tracy High School / Tracy Unified School District:**

1. Tracy Breakfast Lions Club: $2,000.00 (Ck #1970). This donation is designated for the Tracy Auto Club.
2. America's Music Teacher: $591.30 (Ck #2043). This donation is designated for the Tracy High Orchestra.

**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.

TRACY
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Tania Salinas, Associate Superintendent of Business Services
**DATE:** March 5, 2025
**SUBJECT:** **Approve Entertainment, Assembly, Service, Business and Food Vendors**

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

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

| Board Meeting Date | Board Approval Required Vendor Name | Insurance Expiration |
|---|---|---|
| 3/25/2025 | **Inspired Life School Assemblies** - Forward BMX -BMX Bike show ground and air tricks with music to inspire and motivate students to overcome challenges, Doug Morrison 706.247.6076, office@forwardbmx.show, www.forwardbmx.show<br>CONTRACT REQUIRED PRIOR TO OCCURRENCE, NO CATIGORICAL FUNDING ALLOWED FOR THIS VENDOR | 8/29/2025 |
| 3/25/2025 | **Beard Papas** - Vendor Donates 15% of Sales from fundraising purchases of cream puffs, Winnie Wen, 415.939.1152, tracy@beardpapas.com, beardpapas.com/tracy<br>No food sales until 30 minutes after school, CONTRACT REQUIERED PRIOR TO OCCURRENCE. | 1/9/2026 |

The above list of vendors have met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students. This list will be updated as needed and presented to the board for approval.

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

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

**PREPARED BY:** Cerina V Reyes, Facility Use Coordinator.

TRACY
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Tania Salinas, Assoc Supt of Business Services
**DATE:** March 25, 2025
**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**
March 25, 2025

**A.**

| | |
|---|---|
| Vendor: | MSDSonline/VelocityEHS |
| Sites: | District Wide |
| Item: | Year Two of a Three Year Service Agreement |
| Services: | Unlimited MSDS database searches, views, and additions to the eBinder. Ability to print safety data sheets and download an electronic back up. |
| Cost: | $10,863,93 annually |
| Project Funding: | Environmental Compliance |

**B.**

| | |
|---|---|
| Vendor: | RJ Flooring |
| Sites: | Poet-Christian School |
| Item: | Proposal |
| Services: | Removal and installation of new carpet tiles for the library. |
| Cost: | $31,980.90 |
| Project Funding: | Fund 14/Fund 25 |

**C.**

| | |
|---|---|
| Vendor: | RJ Flooring |
| Sites: | Tracy High School |
| Item: | Proposal |
| Services: | Removal and installation of new carpet tiles for the library. |
| Cost: | $53,920.75 |
| Project Funding: | Fund 14/Fund 25 |

**D.**

| | |
|---|---|
| Vendor: | RJ Flooring |
| Sites: | Stein High School |
| Item: | Proposal |
| Services: | Removal and installation of new carpet tiles for the library. |
| Cost: | $12,768.29 |
| Project Funding: | Fund 14/Fund 25 |

**E.**

| | |
|---|---|
| Vendor: | The Garland Company, Inc. |
| Sites: | George Kelly School, Art Freiler School, Louis Bohn Elementary School |
| Item: | Proposals |
| Services: | Roofing Materials and Supplies. |
| Cost: | $1,711,435.27 |
| Project Funding: | Measure O School Bond |

**F.**

| | |
|---|---|
| Vendor: | The Garland Company, Inc. |
| Sites: | Stein High School, DEC Campus |
| Item: | Proposals |
| Services: | Roofing Materials and Supplies. |
| Cost: | $2,241,844.33 |
| Project Funding: | Fund 14 |

**G.**

| | |
|---|---|
| Vendor: | American Modular Systems |
| Sites: | Misc. Sites |
| Item: | Proposals |
| Services: | Modular Buildings |
| Cost: | $3,954,800.00 |
| Project Funding: | ELOP |

**H.**

| | |
|---|---|
| Vendor: | CI Solutions |
| Sites: | Transportation |
| Item: | Quote: Three Year Managed Services -Expires June 29,2025 |
| Services: | Transportation utilizes CI Solutions for bus passes. This includes Annual Service for ID Card System Includes: Badge Platform Template Configuration Card Printer Web Camera Technical Support Service. |
| Cost: | $3,000.00 annually |
| Project Funding: | N/A |

**I.**

| | |
|---|---|
| Vendor: | AMS.net |
| Sites: | 12 sites (CES, JES, KES, NES, PCES, SWPES. WMS, SHS THS, WHS, KHS, and TISCS) |
| Item: | Replace current End-of-life bell systems |
| Services: | Cable and installation of hardware |
| Cost: | $ 3,865,445.05 |
| Project Funding: | Bond/Fund 14 |

TRACY
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent
**FROM:** Tania Salinas, Assoc Supt of Business Services
**DATE:** March 4, 2025
**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 | *Approved* | *Current* |
| Bohn PTO | *Approved* | *Current* |
| Freiler Staff Parent Association | *Approved* | *Current* |
| George Kelly Parent Faculty Alliance | *Approved* | *Current* |
| Hirsch PTO | *Approved* | *Current* |
| Jacobson Staff Parent Association | *Approved* | *Current* |
| Kimball High Music Booster Club | *Approved* | *Current* |
| Kimball High PTSA | *Approved* | *Current* |
| Neylan Theatre Booster Club | *Approved* | *Current* |
| North School Parent Club | *Approved* | *Current* |
| Poet Christian PTSA | *Approved* | *Current* |
| South/West Park Parent Club | *Approved* | *Current* |
| Tracy High Baseball Booster Club | *Approved* | *Current* |
| Tracy High Cheer and Dance Booster Club | *Approved* | *Current* |
| Tracy High Football Booster Club | *Approved* | *Current* |
| Tracy High Girls Basketball Booster Club | *Approved* | *Current* |
| Tracy High Bulldog Band Booster | *Approved* | *Current* |
| Tracy High Softball Booster Club | *Approved* | *Current* |
| Tracy High Volleyball Booster Club | *Approved* | *Current* |
| West High Home Field Advantage | *Approved* | *Current* |
| West High Music Booster Club | *Approved* | *Current* |
| West High Theatre Booster Club | *Recommended for approval* | *Current* |
| Willams PAWSS | *Approved* | *Current* |

TRACY
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent
**FROM:** Tania Salinas, Assoc Supt of Business Services
**DATE:** March 4, 2025
**SUBJECT:** **Approve Payroll Reports (February 2025)**

**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 (February 2025).

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

**Pay Date 02/10/2025** **Fund 01**

## LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

| Fund 01 | SACS Object | Amount | |
|---|---|---|---|
| | 1100 | 327,790.69 | Teachers' Salaries |
| | 1200 | 469.76 | Cert Pupil Support Salaries |
| | 1300 | 280.00 | |
| | 1900 | 4,796.24 | Other Certificated Salaries |
| | 2100 | 39,830.14 | Instructional Aides' Salaries |
| | 2200 | 134,452.50 | Classified Support Salaries |
| | 2400 | 25,916.76 | Clerical & Office Salaries |
| | 2900 | 8,514.73 | Other Classified Salaries |
| | **Total Labor** | **542,050.82** | |

| Fund 01 | SACS Object | Amount | |
|---|---|---|---|
| | 3101 | 26,523.33 | STRS On 1000 Salaries |
| | 3102 | 24.54 | STRS On 2000 Salaries |
| | 3202 | 8,509.09 | PERS On 2000 Salaries |
| | 3301 | 6,510.31 | |
| | 3302 | 12,122.26 | |
| | 3501 | 166.82 | State Unemploy On 1000 Salary |
| | 3502 | 104.07 | State Unemploy On 2000 Salary |
| | 3601 | 5,552.20 | Worker'S Comp Ins On 1000 Sal |
| | 3602 | 3,476.39 | Worker'S Comp Ins On 2000 Sal |
| | **Total Contributions** | **62,989.01** | |

| Fund 11 | SACS Object | Amount | |
|---|---|---|---|
| | 1100 | 4,646.92 | Teachers' Salaries |
| | 1200 | 469.76 | Cert Pupil Support Salaries |
| | 2100 | 1,192.02 | Instructional Aides' Salaries |
| | 2400 | 1,013.73 | Clerical & Office Salaries |
| | **Total Labor** | **7,322.43** | |

| Fund 11 | SACS Object | Amount | |
|---|---|---|---|
| | 3101 | 917.99 | STRS On 1000 Salaries |
| | 3202 | 372.12 | PERS On 2000 Salaries |
| | 3301 | 74.19 | |
| | 3302 | 168.73 | |
| | 3501 | 2.56 | State Unemploy On 1000 Salary |
| | 3502 | 1.10 | State Unemploy On 2000 Salary |
| | 3601 | 85.24 | Worker'S Comp Ins On 1000 Sal |
| | 3602 | 36.73 | Worker'S Comp Ins On 2000 Sal |
| | **Total Contributions** | **1,658.66** | |

| Fund 12 | SACS Object | Amount | |
|---|---|---|---|
| | 1100 | 151.58 | Teachers' Salaries |
| | 2100 | 7,578.82 | Instructional Aides' Salaries |
| | **Total Labor** | **7,730.40** | |

| Fund 12 | SACS Object | Amount | |
|---|---|---|---|
| | 3202 | 1,158.86 | PERS On 2000 Salaries |
| | 3301 | 11.60 | |
| | 3302 | 447.98 | |
| | 3501 | 0.08 | State Unemploy On 1000 Salary |
| | 3502 | 3.79 | State Unemploy On 2000 Salary |
| | 3601 | 2.52 | Worker'S Comp Ins On 1000 Sal |
| | 3602 | 126.25 | Worker'S Comp Ins On 2000 Sal |
| | **Total Contributions** | **1,751.08** | |

| Fund | 13 | SACS Object | Amount | |
|---|---|---|---|---|
| | | 2200 | 18,368.15 | Classified Support Salaries |
| | | **Total Labor** | **18,368.15** | |

| Fund | 13 | SACS Object | Amount | |
|---|---|---|---|---|
| | | 3202 | 1,467.52 | PERS On 2000 Salaries |
| | | 3302 | 925.10 | |
| | | 3502 | 9.22 | State Unemploy On 2000 Salary |
| | | 3602 | 305.95 | Worker'S Comp Ins On 2000 Sal |
| | | **Total Contributions** | **2,707.79** | |

ERP for California

**Pay Date 02/28/2025** **Fund 01**

## LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

| Fund 01 | SACS Object | Amount | |
|---|---|---|---|
| | 1100 | 5,989,978.01 | Teachers' Salaries |
| | 1200 | 738,593.70 | Cert Pupil Support Salaries |
| | 1300 | 722,997.52 | Cert Suprvsrs' & Admins' Sal |
| | 1900 | 192,074.49 | Other Certificated Salaries |
| | 2100 | 807,075.89 | Instructional Aides' Salaries |
| | 2200 | 1,260,197.92 | Classified Support Salaries |
| | 2300 | 304,036.51 | Class Suprvsrs' & Admins' Sal |
| | 2400 | 643,452.02 | Clerical & Office Salaries |
| | 2900 | 62,383.71 | Other Classified Salaries |
| | **Total Labor** | **10,720,789.77** | |

| Fund 01 | SACS Object | Amount | |
|---|---|---|---|
| | 3101 | 1,400,709.33 | STRS On 1000 Salaries |
| | 3102 | 13,847.48 | STRS On 2000 Salaries |
| | 3201 | 82,676.72 | PERS On 1000 Salaries |
| | 3202 | 796,016.56 | PERS On 2000 Salaries |
| | 3301 | 124,258.56 | |
| | 3302 | 223,629.89 | |
| | 3401 | 691,882.46 | |
| | 3402 | 371,943.22 | |
| | 3501 | 3,821.84 | State Unemploy On 1000 Salary |
| | 3502 | 1,537.69 | State Unemploy On 2000 Salary |
| | 3601 | 127,312.30 | Worker'S Comp Ins On 1000 Sal |
| | 3602 | 51,252.95 | Worker'S Comp Ins On 2000 Sal |
| | 3701 | 65,439.09 | |
| | 3702 | 29,912.56 | |
| | 3901 | 164.36 | |
| | **Total Contributions** | **3,984,405.01** | |

| Fund 09 | SACS Object | Amount | |
|---|---|---|---|
| | 1100 | 221,562.77 | Teachers' Salaries |
| | 1200 | 12,270.00 | Cert Pupil Support Salaries |
| | 1300 | 11,682.51 | Cert Suprvsrs' & Admins' Sal |
| | 2100 | 2,136.82 | Instructional Aides' Salaries |
| | 2400 | 15,980.84 | Clerical & Office Salaries |
| | **Total Labor** | **263,632.94** | |

| Fund 09 | SACS Object | Amount | |
|---|---|---|---|
| | 3101 | 46,893.38 | STRS On 1000 Salaries |
| | 3202 | 4,900.82 | PERS On 2000 Salaries |
| | 3301 | 3,375.15 | |
| | 3302 | 1,366.37 | |
| | 3401 | 17,443.90 | |
| | 3402 | 2,026.64 | |
| | 3501 | 122.74 | State Unemploy On 1000 Salary |
| | 3502 | 9.06 | State Unemploy On 2000 Salary |
| | 3601 | 4,089.30 | Worker'S Comp Ins On 1000 Sal |
| | 3602 | 301.77 | Worker'S Comp Ins On 2000 Sal |
| | **Total Contributions** | **80,529.13** | |

| Fund 11 | SACS Object | Amount | |
|---|---|---|---|
| | 1100 | 30,640.61 | Teachers' Salaries |
| | 1200 | 9,775.16 | Cert Pupil Support Salaries |
| | 1300 | 13,582.16 | Cert Suprvsrs' & Admins' Sal |
| | 2100 | 5,519.15 | Instructional Aides' Salaries |
| | 2400 | 8,499.68 | Clerical & Office Salaries |
| | **Total Labor** | **68,016.76** | |

| Fund 11 | SACS Object | Amount | |
|---|---|---|---|
| | 3101 | 10,313.60 | STRS On 1000 Salaries |
| | 3202 | 3,792.09 | PERS On 2000 Salaries |
| | 3301 | 744.63 | |
| | 3302 | 1,033.34 | |
| | 3401 | 3,919.54 | |
| | 3402 | 1,678.18 | |
| | 3501 | 27.00 | State Unemploy On 1000 Salary |
| | 3502 | 7.02 | State Unemploy On 2000 Salary |
| | 3601 | 899.38 | Worker'S Comp Ins On 1000 Sal |
| | 3602 | 233.50 | Worker'S Comp Ins On 2000 Sal |
| | **Total Contributions** | **22,648.28** | |

| Fund 12 | SACS Object | Amount | |
|---|---|---|---|
| | 2100 | 54,127.97 | Instructional Aides' Salaries |
| | 2300 | 6,346.88 | Class Suprvsrs' & Admins' Sal |
| | 2400 | 4,912.51 | Clerical & Office Salaries |
| | **Total Labor** | **65,387.36** | |

| Fund 12 | SACS Object | Amount | |
|---|---|---|---|
| | 3102 | 624.00 | STRS On 2000 Salaries |
| | 3202 | 14,035.71 | PERS On 2000 Salaries |
| | 3302 | 4,389.66 | |
| | 3402 | 3,282.82 | |
| | 3502 | 32.68 | State Unemploy On 2000 Salary |
| | 3602 | 1,089.14 | Worker'S Comp Ins On 2000 Sal |
| | **Total Contributions** | **23,454.01** | |

| Fund 13 | SACS Object | Amount | |
|---|---|---|---|
| | 2200 | 209,738.46 | Classified Support Salaries |
| | 2300 | 51,811.09 | Class Suprvsrs' & Admins' Sal |
| | 2400 | 21,728.93 | Clerical & Office Salaries |
| | **Total Labor** | **283,278.48** | |

| Fund 13 | SACS Object | Amount | |
|---|---|---|---|
| | 3202 | 68,860.01 | PERS On 2000 Salaries |
| | 3302 | 20,389.66 | |
| | 3402 | 22,422.03 | |
| | 3502 | 141.69 | State Unemploy On 2000 Salary |
| | 3602 | 4,718.34 | Worker'S Comp Ins On 2000 Sal |
| | **Total Contributions** | **116,531.73** | |

ERP for California

TRACY
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent
**FROM:** Tania Salinas, Assoc Supt of Business Services
**DATE:** March 4, 2025
**SUBJECT:** **Approve Revolving Cash Fund Reports (February 2025)**

**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 (February 2025).

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

# TUSD
# REVOLVING CASH FUND
## February 2025

| Date | Num | Name | Memo | Paid Amount |
|---|---|---|---|---|
| **02/06/2025** | **10116** | **See's Candies** | **REQ25-02431 TYAP Valentine's Fundraiser** | |
| | | | 01-0000-0-5770-1110-4300-800-6953 | -697.85 |
| TOTAL | | | | -697.85 |
| **02/06/2025** | **10117** | **California FCCLA** | **PO25-01203 WHS Leadership Meet** | |
| | | | 01-0965-0-6155-1000-5800-700-2962 | -80.00 |
| TOTAL | | | | -80.00 |
| **02/06/2025** | **10118** | **Linden High School ASB** | **THS REQ25-02449 KHS REQ25-02448 WHS R...** | |
| | | | 01-6387-0-3800-1000-5800-600-2975 | -91.00 |
| | | | 01-6387-0-3800-1000-5800-670-2975 | -91.00 |
| | | | 01-6387-0-3800-1000-5800-700-2975 | -130.00 |
| TOTAL | | | | -312.00 |
| **02/20/2025** | **10119** | **CADA** | **KHS PO25-02318 Dues A.Pease** | |
| | | | 01-0000-0-1110-2140-5300-670-5802 | -75.00 |
| TOTAL | | | | -75.00 |
| **02/20/2025** | **10120** | **OLD MISSION SAN JUAN BAUTIS...** | **PO25-02369 SWP Field Trip** | |
| | | | 01-3010-0-1110-1000-5800-400-3002 | -375.00 |
| TOTAL | | | | -375.00 |
| **02/20/2025** | **10121** | **CSU Stanislaus Choral Festival** | **PO25-02298 WHS Registration Choral Festiv...** | |
| | | | 01-0000-0-1110-1000-5800-700-9205 | -250.00 |
| TOTAL | | | | -250.00 |
| **02/24/2025** | **10122** | **TOGO'S** | **2/25/25 Event PO25-00072** | |
| | | | 01-0000-0-0000-7150-4300-810-1001 | -182.10 |
| TOTAL | | | | -182.10 |
| **02/25/2025** | **10123** | **Comfort Suites Ontario Conventi...** | **Rina Osorio X90J5QQQ CSEA Passkey** | |
| | | | 01-0000-0-0000-7150-5200-810-1001 | -686.25 |
| TOTAL | | | | -686.25 |
| **02/28/2025** | **10124** | **Panda Express 807** | **Student Services PO25-01425 3-5-25** | |
| | | | 01-0000-0-1110-2100-4300-810-2208 | -217.58 |
| TOTAL | | | | -217.58 |

TRACY
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent
**FROM:** Tania Salinas, Assoc Supt of Business Services
**DATE:** March 4, 2025
**SUBJECT:** **Approve Accounts Payable Warrants (February 2025)**

**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 (February 2025).

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

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Supt of Ed Services
**DATE:** February 3, 2025
**RE:** **Approve Contract with Kickup to Provide Professional Development Registration and Engagement Platform During the 2025-26 School Year**

**BACKGROUND:** KickUp is a professional development platform designed to enhance educator engagement, growth, and retention. It helps school districts organize and streamline all aspects of professional learning, including coaching, mentoring, learning walks, and professional learning communities (PLCs). KickUp's platform identifies the professional learning needs of educators and connects them to both synchronous and asynchronous learning opportunities tailored to their needs.

The platform also aligns instructional coaching with district and campus priorities, triangulates data from multiple sources, and provides district and campus leaders with a comprehensive view of professional learning needs at both individual and organizational levels. This data-driven approach helps districts monitor the implementation of key initiatives and track the effectiveness of professional development programs[2].

**RATIONALE:** KickUp aligns seamlessly with TUSD initiatives by providing a robust platform that supports the professional growth of our educators, ensuring they are well-equipped to prepare students for their college and career aspirations. KickUp's data-driven approach to professional development allows us to identify and address the specific learning needs of our teachers, fostering a culture of continuous improvement and instructional excellence. By leveraging KickUp's comprehensive suite of tools, we can enhance the effectiveness of our professional learning programs, ultimately leading to better student outcomes and the development of well-rounded individuals ready to succeed in their future endeavors. This supports District Strategic Goal #1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports.

**FUNDING**: Kickup has a cost of $25,200 and will be funded through LCFF funds.

**RECOMMENDATION:** Approve Contract with Kickup to provide Professional Development registration and engagement platform during the 2025-26 school year.

**Prepared by:** Stephen Theall, Director, Professional Learning and Curriculum.

# Tracy Unified School District - 2025-2026 - Learning

Tracy Unified School District
CA

Reference: 20250121-115440123

Stephen Theall
stheall@tusd.net

Quote created: January 21, 2025
Quote expires: March 22, 2025
Quote created by: Ryan Comeau

ryan@kickup.co

**Contract Dates:** July 1, 2025 – June 30, 2026
**Products:** Learning
**Number of Teachers:** 700

## Products & Services

| Item & Description | Unit Price | Total |
|---|---|---|
| Learning - PDMS<br>Professional learning management and feedback | $21,700.00 / year | $21,700.00 / year<br>for 1 year |
| Set-Up Fee<br>One-Time Implementation Fees | $3,500.00 | $3,500.00 |

| | | |
|---|---|---|
| Annual subtotal | | $21,700.00 |
| One-time subtotal | | $3,500.00 |
| | **Total** | **$25,200.00** |

# Terms

## Core Support:

To ensure your success with the solutions you've selected, the KickUp team will partner you with a dedicated Client Success Manager (CSM), who provides the following ongoing support for the products purchased. For more details about implementation support for each product, you may refer to the Overview of Software and Services.

**Learning Core Support**

To ensure your success with the solutions you've selected, the KickUp team will partner you with a dedicated Partner Success Manager, who provides the following support.

### Planning

- Leads a kickoff meeting to align on goals, strategies and deliverables.
- Tracks progress towards launch and adjusts implementation plans, applying best practices.

### Configuration

- Leads the configuration of PD Tags, credits, feedback form, and other system-wide setup choices through a series of system administrator training sessions.

### Access

- Works with your technical team to set up user information sharing from your staff system of record, along with SAML-based single sign-on, if applicable.
- Helps to configure permissions for leaders and staff.

### Training

- Leads group training session(s) for your PD creators – *typically up to 3.*
- Provides additional screencasts and help guides to train other users.

### Reports & Sharing

- Configures your first custom report to aggregate data from multiple sources.
- Equips you to build additional reports, if needed.

### Ongoing Support

- Maintains regular (monthly or quarterly) touch-points to support your implementation team.
- Leads up to 3 data tours throughout the year to engage key stakeholders with data.
- Monitors progress towards implementation goals and hosts a partnership review meeting to make mid-year adjustments.

*Please Note: Historical record data transfer from other systems is not supported unless otherwise specified.*

### Payments:

KickUp charges its customers an **Annual Software Fee** for access to KickUp's software platform. The Annual Software Fee is determined based on the scope of software used and the number of teachers (full-time equivalent) in a district. For each solution, customers pay the Annual Software Fee at the beginning of each 12-month period during the Initial Term and, if applicable, each Renewal Term.

In addition to the Annual Software Fees, for all new implementations, KickUp charges a standard **Implementation Fee** to enable a successful and collaborative launch process. Any ongoing service or implementation requirements that exceed KickUp's standard services will generate an applicable **Customization Fee**.

**Invoice Summary:**
Invoices are sent at the start of each annual agreement period, and are due 30 days after the invoice date unless otherwise specified.

- Invoice 1 07/01/2025 $25,200

# General Provisions:

No services will be provided to Tracy Unified School District prior to KickUp's receipt of a Purchase Order (PO), a signed copy of this Formal Proposal and Quote, or payment of the initial year of Annual Software Fees, the Implementation Fees, and Customization Fees (if any).
This Formal Proposal and Quote is subject in all respects to the terms and conditions contained in the KickUp SaaS Services Agreement (the "SaaS Agreement"). By signing in the space provided below, Tracy Unified School District hereby acknowledges that it has read and understands, and hereby accepts and agrees to be legally bound by, the terms and conditions contained in each of:

- the [SaaS Agreement]
- the [Overview of Software and Services]
- the [KickUp Privacy Policy]

# Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Jeremy Rogoff

Jeremy Rogoff, CEO

KickUp

**Stephen Theall**
stheall@tusd.net

Verify to sign

**Questions? Contact me**



Ryan Comeau
ryan@kickup.co

KickUp
2093 Philadelphia Pike
2920
Claymont, DE 19703
United States

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services
**DATE:** February 26, 2025
**SUBJECT:** **Approve Agreement for Special Contract Services with San Joaquin County Office of Education – California Preschool Instruction Network (CPIN) and the TUSD School Readiness Preschool Program During the 2024-2025 School Year**

**BACKGROUND:** The California Preschool Instructional Network (CPIN) is brought to you by the California Department of Education, Early Learning and Care Division in collaboration with the Center for Child and Family Studies at WestEd and the California County Superintendents Educational Services Association (CCSESA). CPIN provides high quality professional development for preschool administrators and teachers highlighting current research-based information, resources, and effective instructional practices which are focused on preparing children to flourish in early childhood and succeed in elementary school and beyond.

**RATIONALE:** Preschool and Transitional Kindergarten teachers will delve into the California Department of Education's curriculum: *Preschool/Transitional Kindergarten Learning Foundations Introduction and Approaches to Learning including Powerful Role of Play in Early Education.* The information and strategies shared will allow for Preschool and Transitional Kindergarten teachers to align their curriculum to the Preschool Foundations and Frameworks. The CPIN trainers provided by the San Joaquin County Office of Education are experts in providing strategies that are aligned to preschoolers' development. This agenda item supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING**: The cost for this training and support is $10,350 and will be split and paid with State and Special Education Early Education Preschool Grant funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with the San Joaquin County Office of Education - California Preschool Instructional Network (CPIN) and the TUSD School Readiness Preschool Program During the 2024-2025 School Year.

**Prepared by:** Dr. Michael Bunch, Director of Continuous Improvement.

**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

February 13, 2025

CPIN Professional Development Trainings (Tracy Unified School District)

As a program of the Early Childhood Education department at San Joaquin County Office of Education, the California Preschool Instructional Network (CPIN) program provides evidence-based resources for early educators in the areas of social-emotional development, approach to learning, language and literacy, English language development, mathematics, visual and performing arts, physical development, health, history-social science and science.

CPIN offers professional development and networking opportunities based on California Department of Education publications, such as:

- California Preschool/ Transitional Kindergarten Learning Foundations (PKTKLF)
- California Preschool Curriculum Framework
- Family Partnership and Culture
- Inclusion Works! Creating Childcare Programs that Promote Belonging for Children with Disabilities
- Powerful Role of Play in Early Education

| Rates | |
|---|---|
| Base Training - includes trainer fees, travel, planning and preparation time, and printing training materials for a full-day (up to 6 hours) for up to 50 participants. | $1,500/half-day session<br>$2,500/full-day session |
| Additional Trainer(s)<br>- For projected group sizes between 31-60, one additional trainer is required. | $550/half-day session<br>$1,500/full-day session |
| Optional Add-On: Recommended Resource Materials – digital materials are available for free download online. For an additional charge, participants can be provided with a copy of one or more resource documents highlighted during the training.<br>- Preschool/Transitional Kindergarten Learning Foundation (PTKLF)-11 domains<br>- Preschool/Transitional Kindergarten Learning Foundation (PTKLF)-1 domain | <br><br><br>$110/binder<br>$29/book |

| Proposed Training Topics and Schedule | | | | |
|---|---|---|---|---|
| Topics | Date | Time | Audience | Recommended Materials |
| PTKLF Introduction<br>PTKLF Approaches to Learning | 4/04/25 | 9:00am-3:00pm | Up to 35 Early Educators | PTKLF Publication (Introduction and Approaches to Learning) |
| PTKLF Introduction<br>PTKLF Approaches to Learning | 4/17/25 | 9:00am-3:00pm | Up to 15 TK Teachers | Powerful Role of Play in Early Education |

| Proposed Training Cost | Cost per unit | # of units | Cost |
|---|---|---|---|
| Base training- Full Day | $2,500 | 2 | $5,000 |
| Additional Trainer | $1,500 | 1 | $1,500 |
| Add-On Resource- PTKLF Binder | $110 | 35 | $3,850 |
| | Total Cost | | $10,350 |

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

# AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education-California Preschool Instructional Network (CPIN), 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 two full days of training on April 4 and 17, 2025, for Preschool and TK Teachers. The CPIN training sessions provided to teachers will focus on the Preschool/Transitional Kindergarten Learning Foundations Introduction and Approaches to learning including Power Role of Play in Early Education. CPIN training will include trainer fees, planning and preparation time, and printing training materials/add-on resources for up to 50 participants. Training/Trainer fees are $6,500 and add-on resource fees are $110 each up to 35 participants ($3,850).

   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 full days (8 hours) ( ) **[ ] HOURS [ X] DAYS**, under the terms of this agreement at the following location TUSD.

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

   a. District shall pay $ 10,350.00 per **[ ] HOUR [ ] DAY [ X] FLAT RATE**, not to exceed a total of $ 10,350.00. 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 April 4, 2025, and shall terminate on April 17, 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, Rocio Garcia, at (209) 830-3275 ext 1507 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

   a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence; two million dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

**AGREED:**

| | |
|---|---|
| Contractor Signature Title | Tracy Unified School District |
| IRS Identification Number | Date |
| | 01-9015-0-7110-2140-5800-430-2728, 12-6127-0-7110-2140-5800-400-3002 & 12-6127-0-7110-2140-5800-340-3002 |
| Title | Account Number to be Charged |
| Address | Department/Site Approval |
| | Budget Approval |
| | Date Approved by the Board |

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services
**DATE:** February 26, 2025
**SUBJECT:** **Approve Agreement for Contract Services with Do Life Sober LLC for the 2024-2025 School Year**

**BACKGROUND:** The Tracy Unified School District (TUSD) has had an increase in students who are vaping in various grade levels. Youth vaping of nicotine and THC has exploded on our campuses in recent years, with increasingly destructive consequences for students and staff. Students are disengaging from classes and experiencing negative medical, cognitive, and mental health impacts, while teachers and administrators waste time, energy and resources on discipline efforts and liability risks. Shifting these dangerous trends will take comprehensive efforts in elementary through high school, drastically different approaches from what many schools have tried, and school staff collaborating with each other and parents.

**RATIONALE:** Do Life Sober LLC will review the proven risks of youth nicotine and THC vaping, and provide assemblies to our three comprehensive high schools. This includes discussion about policies and discipline responses showing positive impacts. These services will provide training for students and staff.

**FUNDING**: The total cost for Do Life Sober LLC's services will not exceed $14,000. Services will be paid with Unrestricted General Funds.

**RECOMMENDATION:** Approve Agreement for Contract Services with Do Life Sober LLC and TUSD for the 2024-2025 School Year.

**Prepared by:** Jason Noll, Director of Students 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 Do Life Sober LLC, 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: Speaking at three Assemblies on Apr 8,9,10

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** [3 ] **DAYS**, under the terms of this agreement at the following location TUSD High Schools.

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

   a. District shall pay $13,700 per [ ] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $15,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

   c. District shall make payment on a [ ] **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 4/1/2025, and shall terminate on 4/30/25.

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 Noll, at (209) 830-3380 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 [X ] **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:**

Jake White — CEO

Contractor Signature — Title

82-3521949

IRS Identification Number

Do Life Sober Co-Founder and CEO

Title

PO Box 15058 Phoenix, AZ 85060

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 06.23.16

# INVOICE

**# INV-000141**

**Balance Due**
**$13,700.00**

**Do Life Sober LLC**
Tax ID : 82-3521949
PO Box 15058
Phoenix Arizona 85060
U.S.A

Invoice Date : 01/27/25
Terms : Custom
Due Date : 04/10/25

Bill To
**Tracy Unified School District**

Subject :

Substance Use Prevention Speaker for April 8, 9, and 10, 2025

| # | Item & Description | Qty | Rate | Amount |
|---|---|---|---|---|
| 1 | Vive18 Speaking Day (Bronze)<br>Up to 3 student presentations with newer Vive18 team member | 1.00 | 4,900.00 | 4,900.00 |
| 2 | Vive18 Speaking Day (Bronze)<br>Up to 3 student presentations with newer Vive18 team member | 1.00 | 4,900.00 | 4,900.00 |
| 3 | Discount for Secondary day | 1.00 | -500.00 | -500.00 |
| 4 | Vive18 Speaking Day (Bronze)<br>Up to 3 student presentations with newer Vive18 team member | 1.00 | 4,900.00 | 4,900.00 |
| 5 | Discount for Tertiary day | 1.00 | -500.00 | -500.00 |
| | | | Sub Total | 13,700.00 |
| | | | **Total** | **$13,700.00** |
| | | | **Balance Due** | **$13,700.00** |

Notes

Thank you for investing in prevention professionals and your students!

Please have check ready for speaker on the final day of event(s) and make checks payable to:
Do Life Sober LLC
PO Box 15058
Phoenix, AZ 85060

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services
**DATE:** February 26, 2025
**SUBJECT:** **Ratify Special Contract Services Agreement with Academic Behavior Consultants Psych Group for Independent Education Evaluation (IEE)**

**BACKGROUND:** Board approval is requested to contract with Academic Behavior Consultants Psych Group. The District's Special Education administration would like to contract with Academic Behavior Consultants Psych Group to conduct an IEE per the San Joaquin County SELPA IEE process. Ratification is necessary at this time to fulfill district responsibility to allow for agreed upon assessor or parent's choosing per applicable laws and to stay compliant with the statutory timelines.

**RATIONALE:** Tracy Unified School District must offer a continuum of services including IEEs to students with exceptional needs. This 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 and the total cost for the 2024-2025 school year will not exceed a total of $6,300.00 per IEE. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Ratify Special Contract Service Agreement with Academic Behavior Consultants Psych Group for an Independent Educational Evaluation (IEE) 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 Academic Behavior Consultants Psych Group, 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 will provide a PsychoEducational Independent Educational Evaluation (IEE) for TUSD student (s).

The IEE will be performed in accordance with the San Joquin County Special Education Local Plan Area (SELPA) guidelines.

A written report will be provided to the district, at the same time that it is made available to the parents of the student who was evaluated. The 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 60 ( ) | | **HOURS** |✔| **DAYS**, under the terms of this agreement at the following location District.

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

   a. District shall pay $6,300.00 per | | **HOUR** | | **DAY** |✔| **FLAT RATE**, not to exceed a total of $6,300.00. 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 February 12, 2025, 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

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:**

Ramzi Nashashibi
Contractor Signature — Title

81-2922676
IRS Identification Number

Licensed Educational Psychologist #3610
Title

3494 Camino Tassajara #224
Address

Danville, Ca. 94506

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services
**DATE:** February 24, 2025
**SUBJECT:** **Approve Overnight Travel for Tracy High School (THS) Student Government Officers to Attend the CASL State Leadership Conference in Santa Clara, CA April 12-14, 2025**

**BACKGROUND:** Tracy High School (THS) will be traveling to the California Association of Student Leaders (CASL) State Leadership Conference in Santa Clara on April 12-14, 2025. The CASL conference is for officer development and statewide participation in student leadership. This event is a supplemental field trip to the student leadership program. Students and chaperones will utilize District transportation and will be staying at the Hyatt Regency in Santa Clara. Two students and two chaperones (advisor/administrator) will be attending. Academic arrangements have been made.

**RATIONALE:** THS student government officers will continue to improve their leadership skills and character traits. They will be able to collaborate with other student leaders from around the country. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING**: Not to exceed $3,000.00. Registration and travel expenses will be paid using Associated Student Body (ASB) funds and will cover lodging and meals not covered by conference registration. Additional items/meals purchased will be the responsibility of each student.

**RECOMMENDATION:** Approve Overnight Travel for Tracy High School (THS) Student Government Officers to Attend the CASL State Leadership Conference in Santa Clara, CA April 12-14, 2025.

**Prepared by:** Mr. Jon Waggle, Tracy High School Principal.

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Assoc. Supt. of Ed Services
**DATE:** February 25, 2025
**SUBJECT:** **Approve Agreement for Contract Services Between Quest Science Center and Williams Middle 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 embedded and celebrated by all.

**RATIONALE:** The Tracy Unified School District is committed to meeting the educational needs for all students. High quality Science, Technology, Engineering, and Math (STEM) education is a foundational set of skills and knowledge that help students better understand the natural and human-made systems around them and will also equip TUSD students for success in the 21st Century. Equitable STEM education is an important value in TUSD, and it is critical that all students have equitable access to frequent STEM experiences throughout their PreK-12 journey. Exposure to Math, Science, Engineering, and Computer Science from an early age provides students with experiences that foster a STEM identity in our students. The projected outcome is to provide a dedicated space for hands-on, interactive science and technology experiences that complement TUSD's STEM curriculum. Through collaborating with Quest Science Center, we hope to foster a deeper connection between students, families, and our community with science. It will provide an opportunity for families to actively participate in STEM related activities.

**FUNDING**: The cost, not to exceed $2,000, will be paid for through Title I funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Quest Science Center and Williams Middle School for the 2024-2025 School Year.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

# AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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:
Quest Science Center 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 Jacobson Elementary School.
The event is scheduled for Tuesday, May 6, 2025.

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 3.5 ( ) [X ] **HOURS** [ ] **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 $2000 per [ ] **HOUR** [ ] **DAY** [X ] **FLAT RATE**, not to exceed a total of $2000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 5/6/2025, and shall terminate on 5/6/2025.

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, Jen Hoffman, at (209) 830-3345 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

   a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence; two million dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.

   b. Contractor [ ] **WILL** [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:**

Monya Lane — CEO

Contractor Signature — Title

Monya Lane

IRS Identification Number

82-4865787

Title

Quest Science Center

Address

P.O. Box 2129

Livermore, CA 94551

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 06.23.16

**Quest Science Center**
164 N L St.
Livermore, CA 94550
9257841979

# INVOICE

| | |
|---|---|
| **Invoice #:** | 1434 |
| **Invoice Date:** | 02/25/25 |
| **Amount Due:** | $2,000.00 |

**Bill To:**

Williams Middle School
1600 Tennis Lane
Tracy, CA 95376
United States

| Due Date |
|---|
| 02/25/25 |

| Item | Description | Quantity | Price | Amount |
|---|---|---|---|---|
| Program Event | Engineering Explorations event on May 6, 2025 | 1 | $2,000.00 | $2,000.00 |

| | |
|---|---|
| **Total:** | $2,000.00 |
| **Payments:** | $0.00 |
| **Amount Due:** | $2,000.00 |

Quest is a 501(c)(3) IRS recognized non-profit organization (82-4865787).

There are multiple ways to pay this invoice:

A) Mail a check to:
Quest Science Center
PO Box 2129
Livermore, CA 94551

B) Pay via credit card or PayPal through this Quest website link (note that fees of 2-3% are deducted by the processing organizations):
https://quest-science.org/donate/

C) Via the BILL website:

To pay online, go to https://app02.us.bill.com/p/00802AZAZMGHXRKliupt

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Supt of Ed Services
**DATE:** March 3, 2025
**RE:** **Ratify Contract with Marzano Resources During the 2024-2025 School Year**

**BACKGROUND:** The High Reliability School (HRS) framework is one of Marzano Resources flagship programs. It is designed for educators at all levels to build and sustain programmatic growth over time. The HRA framework provides essential information for school and district leaders to consider the cross sections of quality Tier 1 instruction with the broad scope of institutional realignment. This professional development day will equip Ed. Services Directors with the necessary information to move our instructional initiatives forward with a systematic approach.

**RATIONALE:** Partnering with Marzano Resources to build the framework for HRS is a strategic investment in enhancing the quality of instruction, for all grades and content areas in our schools. This training is a book study, intended to ensure that various Ed. Services departments may leverage learning to apply HRS skills in a comprehensive manner. By participating in this program, leaders will be better prepared to align the specific needs of all departments. Department leaders will then be able to build a district leadership team, intended to address diverse learning needs, identify, and support students with core learning difficulties, support SEL for all students, and implement effective instructional strategies. This, in turn, will lead to improved student performance outcomes, laying a strong foundation for their future academic success and lifelong learning. Leading site and district leadership through the HRS process will ensure schools have the systems and structures in place for students to acquire these skills. This aligns with District Strategic Goal #1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports.

**FUNDING**: Marzano Resources and High Reliability Schools training has a cost of $9,000.00 and will be funded through RS 0709 funds.

**RECOMMENDATION:** Ratify Contract with Marzano Resources During the 2024-2025 School Year.

**Prepared by:** Dr. Michael Bunch, Director, Continuous Improvement, State and Federal Programs.

Docusign Envelope ID: A88BE015-B26D-44FF-9E39-BD83FD4BE7EE

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

1. Contractor shall perform the following duties: Provide 1 (one) full day of Professional Development by guest speaker Phil Warrick, to Tracy Unified School District Leadership Administrators, to disseminate information on the topic of "Five Big Ideas for Leading a High Reliability School" on Wednesday, April 23, 2025.

   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 (one) ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location TUSD District Office Complex.

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

   a. District shall pay $9000.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $9000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District [ ] **SHALL** [XX] **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 (zero) 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 February 26, 2025, and shall terminate on June 30, 2025.

5. This agreement may be terminated at any time during the term by either party upon 30 (thirty) 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. Michael Bunch , at (209) 830-3200 x 1051 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:**

DocuSigned by:
kate Weber
F1C8E09E6C0B44D...
Contractor Signature — Title

26-2730032
IRS Identification Number

Director of Professional Development
Title

12577 E. Caley Avenue
Address

Centennial, CO 80111

(303) 766-9199 ext 2309 kate.weber@marzano resoures.com

Tracy Unified School District

2/26/2025
Date

01-7412-0-1110-2495-5800-800-2732
Account Number to be Charged

Michael Bunch, Ed.D., C.B.O.
Department/Site Approval

Michael Bunch, Ed.D., C.B.O
Budget Approval

2/25/2025
Date Approved by the Board

Rev. 06.23.16

Docusign Envelope ID: A88BE016-B26D-44FF-9E39-BD83FD4BE7EE

MARZANO Resources

# Exhibit A

## Marzano Resources
## Purchase Agreement

Effective February 20, 2025, Marzano Resources, LLC ("Marzano Resources") located at 555 N. Morton St., Bloomington, IN 47404 and Tracy Unified School District ("Customer") located at 1875 W Lowell Ave., Tracy, CA 95376-2262 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Marzano Resources products and services ("Products"). Additional Products may be added by mutual written Agreement.

| Products and Services | Total |
|---|---|
| Professional Development | $9,000.00 |
| **Total** | $9,000.00 |

2. **Payment Terms:** Customer will provide Marzano Resources with a purchase order made out to Marzano Resources, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the Professional Development amount will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Marzano Resources. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Marzano Resources will invoice Customer off of the purchase order based on the following schedule:

| Description | Payment | Expected Invoice Date |
|---|---|---|
| 20% Deposit (non-refundable) | $1,800.00 | Upon execution of Agreement |
| Professional Development | $7,200.00 | April 23, 2025 |

3. **Professional Development**

   3.1. **Description of Services:** Marzano Resources agrees to provide a speaker, Phil Warrick ("Associate"), to disseminate information for Customer on the topic of *Five Big Ideas for Leading a High Reliability School* on April 23, 2025.

   3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.

   3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. **General Terms**

   4.1. **Intellectual Property:** Customer acknowledges that Marzano Resources or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be

developed specifically for Customer. Marzano Resources will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Marzano Resources. All audio, video, and digital recording of the services by Customer is prohibited.

4.2. **Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:

a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
d. All obligations unaffected by a Force Majeure Event will remain in place.

4.3. **Termination:** Marzano Resources may terminate this Agreement if Marzano Resources has not received a purchase order by the Purchase Order Due Date.

a. **Professional Development:** If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will make a good faith effort to reschedule the Professional Development Services.

b. **Resource Returns and Refunds:** Resource returns and refunds will be handled by the Return Policy outlines at https://www.marzanoresources.com/customer-service/product-orders.

4.4. **Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Marzano Resources:

| | | | |
|---|---|---|---|
| Tania Salinas | Date | Kate Weber | Date |
| Associate Superintendent for Business Se | | Director of Professional Development | |
| Tracy Unified School District | | Marzano Resources, LLC | |

MARZANO Resources

Please email this Agreement to Kate Eastman at Kate.Eastman@marzanoresources.com or fax to 866.868.5478.

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services
**DATE:** March 5, 2025
**SUBJECT:** **Approve Quote for Site License with IXL Learning and Duncan Russell Community Day School from May 12, 2025 to May 12, 2026**

**BACKGROUND:** Recent state and local data reveal a rising number of students not meeting grade-level standards, emphasizing the need for targeted academic intervention at Duncan Russell. To address these gaps, the school is partnering with IXL Learning for the 2024-2025 school year to deliver personalized, data-informed support in reading and math, with the goal of accelerating student growth and improving overall performance.

**RATIONALE:** Implementing IXL Learning consistently across the school is essential. Since bringing it to Duncan Russell, our permanent staff have seen real growth in students' ELA and Math skills, with personalized practice helping each student improve. This work directly supports our SPSA Goal #1: to prepare all students for college and careers while helping close the achievement gap.

**FUNDING**: The cost, not to exceed $1,575.00, will be paid from Comprehensive Support and Improvement (CSI) funds.

**RECOMMENDATION:** Approve Quote for Site License with IXL Learning and Duncan Russell Community Day School from May 12, 2025, to May 12, 2026.

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

IXL LEARNING

# RENEWAL QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 1368516-1
DATE: FEBRUARY 19, 2025

**TO:**
Traci L Mitchell
Duncan Russell Continuation School
164 W GRANT LINE RD
TRACY, CA 95376

**COMMENTS OR SPECIAL INSTRUCTIONS**

| SALESPERSON | ACCOUNT # | RENEWAL PERIOD | QUOTE VALID UNTIL |
|---|---|---|---|
| Susan Shank | A23-4629922 | May 12, 2025 - May 12, 2026 | March 21, 2025 |

| SUBSCRIPTIONS | QUANTITY | LIST UNIT PRICE | NET PRICE |
|---|---|---|---|
| IXL site license (Grades 7-12)<br>Subjects: Math and ELA | 75 | $21.00 | $1,575.00 |
| | | Total Price | $1,575.00 |

| TOTALS | |
|---|---|
| Total Subscriptions List Price | $1,575.00 |
| Grand Total | $1,575.00 |

**Ordering instructions**

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to https://www.ixl.com/po-upload and enter quote # 1368516-1. For international accounts, we can accept wire transfers for an additional fee.

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services
**DATE:** March 03, 2025
**SUBJECT:** **Approve Overnight Travel for the West High JROTC and Advisors to Attend the Golden Bear National Drill Competition in Torrance, California on April 25-27, 2025**

**BACKGROUND:** The Junior Reserve Officer Training Corp. (JROTC) is in their eighth year as a program. The mission of the JROTC is to "Develop Citizens of Character". This drill competition provides cadets the opportunity to compete against harder and more competitive JROTC programs. The level of skill and competition is not at the same level as the students that are going to go to the Golden Bear National Drill competition. This competition provides exposure, and a distinguished skill set to enrich the learning experience of the attendees. We will leave West High School at 12:00 p.m. on Friday, April 25th; students will miss that day of school, but will have the opportunity to complete any missed work during the weekend. We will travel by district van, 5 students, 2 advisors to attend the Golden Bear National Drill Competition located at 3620 W. 182nd St., Torrance, CA 90504. Staying at a nearby hotel.

**RATIONALE:** The JROTC program will compete against national level competition. This will be an enriching/empowering experience for students exposing them to a different level of competition. Representing Northern California not only to compete, but to allow them to network with students from across California. This aligns with Strategic Goal #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING**: The cost for hotel, transportation and meals will be approximately $3,000. This will be paid for by West High JROTC Home Field Advantage.

**RECOMMENDATION:** Approve Overnight Travel for the West High JROTC and Advisors to Attend the Golden Bear National Drill Competition in Torrance, California on April 25-27, 2025.

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

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Assoc Supt of Educational Services
**DATE:** March 10, 2025
**SUBJECT:** **Approve and/or Ratify Routine Agreements 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 approved and/or 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 approved, and/or 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 approved and/or 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:** Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda.

**Prepared by:** Dr. Zachary Boswell, Associate Superintendent for Educational Services.

**EDUCATIONAL SERVICES**
**March 25, 2025**
**SUMMARY OF SERVICES**

---

| | |
|---|---|
| Vendor: | Anova Center for Education |
| Sites: | District Wide |
| Item: | Increase current funding |
| Services: | A board agenda was previously approved on 6/25/2024 for student placement at the Non-Public School. |
| Cost: | $1,500.00 |
| Project Funding: | Special Education Department (current PO 25-00575) |

---

| | |
|---|---|
| Vendor: | Bayhill |
| Sites: | District Wide |
| Item: | Increase Current Funding |
| Services: | A board agenda was previously approved on 6/25/2024 for student placement at the Non-Public School. |
| Cost: | $5,000.00 |
| Project Funding: | Special Education Department (current Open REQ25-00567) |

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TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services
**DATE:** January 30, 2025
**SUBJECT:** **Ratify Agreement for Contract Services Between 360 Customer Inc. and Monte Vista Middle School January 30, 2025 through May 29, 2025**

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

**RATIONALE:** After a needs assessment of school-wide data, Monte Vista qualifies for Differentiated Support due to high suspension rates. Since data supports the positive efforts of TUSD and 360 Customer Inc., 360 Customer Inc. would continue on the MVMS campus for the remainder of 2025 school year.

**FUNDING**: This contract is to be paid with the District Supplemental and Concentration Funds. The contract will not exceed $33,390 for the remainder of the 2025 school year.

**RECOMMENDATION:** Ratify Agreement for Contract Services between 360 Customer Inc. and Monte Vista Middle School January 30, 2025 through May 29, 2025.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

# AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 360 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: Provide one full-time behavior specialist from January 30, 2025 - May 29, 2025
This staff will push into classrooms for behavior services to students throughout the day, including lunches.

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

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

   a. District shall pay $90 per [X] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $33,390. 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 January 30, 2025, and shall terminate on May 29, 2025.

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

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

7. Contractor shall contact the District's designee, Barbara Silver, at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

   a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence; two million dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

**AGREED:**

| | |
|---|---|
| Contractor Signature Title | Tracy Unified School District |
| IRS Identification Number | Date |
| Title | Account Number to be Charged |
| Address | Department/Site Approval |
| | Budget Approval |
| | Date Approved by the Board |

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services
**DATE:** February 26, 2025
**SUBJECT:** **Ratify Agreement for Contract Services with 360 Degree Customer, Inc. to Provide Mental Health Services to the TUSD School Readiness Preschool Program February 11, 2025 through May 29, 2025**

**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 360 Degree Customer, Inc. 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 360 Degree Customer, Inc. is attached here as a separate cover.

**FUNDING**: The total cost for contracting 360 Degree Customer, Inc. to provide Mental Health Services to the TUSD School Readiness Preschool Program will not exceed $55,000.00. This funding will be paid with California State Preschool Program Funds.

**RECOMMENDATION:** Ratify Agreement for Contract Services with 360 Degree Customer, Inc. to Provide Mental Health Services to the TUSD School Readiness Preschool Program February 11, 2025 through May 29, 2025.

**Prepared by:** Dr. Michael Bunch, 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 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: Provide Mental Health Services for the School Readiness Preschool Program serving students located at Hirsch, North, South West Park, and Villalovoz Preschools during the remainder of 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 up to 67 days, not to exceed $55,000 for the remainder of 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 67 ( ) **[ ] 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 $ 55,000.. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District **[ ] SHALL [X ] SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $ 0 for the term of this agreement.

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

4. The terms of the agreement shall commence on February 11, 2025, 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 **[X ] WILL [ ] WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

**AGREED:**

| | |
|---|---|
| Contractor Signature Title | Tracy Unified School District |
| IRS Identification Number | Date |
| 360 Degree Customer, Inc. | |
| Title | Account Number to be Charged |
| Address | Department/Site Approval |
| 473 Sapena CT, Ste 7 | Budget Approval |
| Santa Clara, CA 95054-2427 | Date Approved by the Board |

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services
**DATE:** February 27, 2025
**SUBJECT:** **Ratify Agreement for Contract Services Between 360 Degree Customer, Inc. and South/West Park Elementary School for the 2024-2025 School Year**

**BACKGROUND:** The mission of 360 Degree Customer, Inc. is to find and partner with an experienced pool of school professionals and help them find meaningful positions in school districts across the nation. Do you share a passion for making a difference to the next generation of students? Whether you are a teacher, instructional aide or school nurse, we will work tirelessly to find the position which allows you to use the full range of your skills to inspire each child under your care. They provide behavior services, extensive social emotional counseling, and tutoring services. TUSD schools and 360 Degree Customer, Inc. began a partnership in providing behavior technicians and tutors to meet the increased social emotional needs and academic needs of students. 360 Degree Customer, Inc. offers campus support through tutoring and mentorship for all students on campus.

**RATIONALE:** 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 remainder of the 2024-2025 school year. 360 Degree Customer Inc. will place a behaviorist to provide behavior support, mentorship, restorative practices, counseling and tutoring for all students. They will 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 $32,130.00, will be paid for through the California Community Schools Partnership Program (CCSPP) grant.

**RECOMMENDATION:** Ratify Agreement for Contract for Services Between 360 Degree Customer Inc. and South/West Park Elementary School for the 2024-2025 School Year.

**Prepared by:** Juan Lopez, South/West Park 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 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: Provide a Behaviorist 7 hours per day to assist and support needs and ther achievement in the classroom. The 360 Degree Customer In.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 51 ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location South/West Park Elementary.

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 $32,130.00. 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 March 17,2025, 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, Juan Lopez, at (209) 830-3335 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 [ X ] **WILL** [ ] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

| | |
|---|---|
| Contractor Signature Title | Tracy Unified School District |
| IRS Identification Number | Date |
| Title | Account Number to be Charged |
| Address | Department/Site Approval |
| | Budget Approval |
| | Date Approved by the Board |

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services
**DATE:** March 5, 2025
**SUBJECT:** **Ratify Agreement for Contract Services Between 360 Customer Inc. and North School for the 2024-2025 School Year**

**BACKGROUND:** 360 Customer Inc. is an organization that provides behavior services, and extensive social emotional counseling. TUSD schools and 360 Customer Inc. began a partnership in providing behavior technicians to meet the increased social emotional needs of students. 360 Customer Inc. offers campus support through mentorship for all students on campus.

**RATIONALE:** 360 Customer Inc. 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 behaviorist, 7 hours daily, for the 2024-2025 school year. They will provide behavior support, mentorship, restorative practices, and counseling for all students to assist in student success while overcoming academic challenges. This aligns with Strategic Goals #1 & #2 of our SPSA to 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 $35,000.00, will be paid for through the California Community Schools Partnership Program (CCSPP) grant.

**RECOMMENDATION:** Ratify Agreement for Contract Services 360 Customer Inc. Central School.

**Prepared by:** Mrs. Susan Hawkins, North 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 360 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: Provide one full-time behavior specialist from February 1, 2025 - May 29, 2025 This staff will push into classrooms for behavior services to students throughout the day, hold group discussions, provide services during lunch/recess and provide other behavioral 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 53 ( ) [ ] **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 per [X] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $35,000.00. 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 February 1, 2025, and shall terminate on May 29, 2025.

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

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

7. Contractor shall contact the District's designee, Susan Hawkins, at (209) 830-3350 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

   a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence; two million dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

**AGREED:**

| | |
|---|---|
| Contractor Signature Title | Tracy Unified School District |
| IRS Identification Number | Date |
| Title | Account Number to be Charged |
| Address | Department/Site Approval |
| | Budget Approval |
| | Date Approved by the Board |

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services
**DATE:** February 3, 2025
**SUBJECT:** **Ratify Agreement for Contract Services Between 360 Customer Inc. and Central School for the 2024-2025 School Year**

**BACKGROUND:** 360 Customer Inc. is an organization that provides behavior services, and extensive social emotional counseling. TUSD schools and 360 Customer Inc. began a partnership in providing behavior technicians to meet the increased social emotional needs of students. 360 Customer Inc. offers campus support through mentorship for all students on campus.

**RATIONALE:** 360 Customer Inc. 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 behaviorist, 7 hours daily, for the 2024-2025 school year. They will provide behavior support, mentorship, restorative practices, and counseling for all students to assist in student success while overcoming academic challenges. This aligns with Strategic Goals #1 & #2 of our SPSA to 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 $35,000.00, will be paid for through the California Community Schools Partnership Program (CCSPP) grant.

**RECOMMENDATION:** Ratify Agreement for Contract Services Between 360 Customer Inc. 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 360 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: Provide one full-time behavior specialist from February 3, 2025 - May 29, 2025 This staff will push into classrooms for behavior services to students throughout the day, hold group discussions, provide services during lunch/recess and provide other behavioral 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 53 ( ) [ ] **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 per [ ] **HOUR** [X] **DAY** [ ] **FLAT RATE**, not to exceed a total of $35,000.00. 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 February 3, 2025, 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, 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 **[X ] WILL [ ] WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

**AGREED:**

| | |
|---|---|
| Contractor Signature Title | Tracy Unified School District |
| IRS Identification Number | Date |
| Title | Account Number to be Charged |
| Address | Department/Site Approval |
| | Budget Approval |
| | Date Approved by the Board |

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services
**DATE:** March 4, 2025
**SUBJECT:** **Ratify Agreement for Contract Services between 360 Degree Customer Inc. and Tracy Charter School for the 2024-25 School Year**

**BACKGROUND:** 360 Degree Customer Inc. 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 support, and positive development of social skills, as well as restorative practices.

**RATIONALE:** 360 Degree Customer Inc. 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**: 360 Degree Customer Inc. will be paid $39,600, funded through the Learning Recovery Grant and Title 1 funds.

**RECOMMENDATION:** Ratify Agreement for Contract Services between 360 Degree Customer Inc. and Tracy Charter School.

**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 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: 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 44 ( ) [ ] **HOURS** [xx] **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 [xx] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $ 39,600. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District [ ] **SHALL** [xx ] **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 March 7, 2025, 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 **[xx ] WILL [ ] WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

**AGREED:**

| | |
|---|---|
| Contractor Signature Title | Tracy Unified School District |
| IRS Identification Number | Date |
| Title | Account Number to be Charged |
| Address | Department/Site Approval |
| | Budget Approval |
| | Date Approved by the Board |

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services
**DATE:** March 5, 2025
**SUBJECT:** **Ratify Agreement for Contract Services Between 360 Degree Customer Inc. and Duncan Russell Community Day School for Behaviorist Services in the 2024-2025 School Year**

**BACKGROUND:** 360 Degree Customer Inc. is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide extensive social emotional counseling and behavior services. Their services offer campus support through mentorship, career readiness transition support, behavior support and positive development of social skills, as well as restorative practices for all students on campus.

**RATIONALE:** Duncan Russell Community Day School qualifies for Comprehensive Support and Improvement (CSI) under the new accountability system with the CAASPP Indicator subgroup data for suspension. The responses to needs assessment reveal there is a high interest in continued multi-tiered behavioral and mental health services. 360 Degree Customer Inc. is a company who are a leader in their field. They have bilingual and diverse mental health specialists who represent our student population and have proven success impacting student behaviors. They will provide two behaviorist technicians, 73 days, 7.5 hours daily at Duncan Russell Community Day School for the 2024-2025 school year. They will provide services that include mentorship, career readiness transition support, behavior supports and positive development of social skills, restorative practices, grief and loss groups, addiction, and trauma counseling to assist students overcome behavior challenges. This aligns with Strategic Goals #2 of our SPSA's to provide a safe and equitable learning environment for all students and staff.

**FUNDING**: The cost, not to exceed $100,000.00, will be paid from Comprehensive Support and Improvement (CSI) Funds and California Community Schools Partnership Program (CCSPP).

**RECOMMENDATION:** Ratify Agreement for Contract Services between 360 Degree Customer Inc and Duncan Russell Community Day School for Behaviorist Services for the 2024-2025 School Year.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

# AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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: Provide two Behaviorist Technicians 7.5 hours per day to assist and support needs and student achievement in the classroom. The 360 Degree Customer Inc. Behaviorist Technicians 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 73 ( ) **[ ] HOURS [ X] DAYS**, under the terms of this agreement at the following location Duncan Russell Community Day 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 $ 100,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District **[ ] SHALL [ X ] SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $ 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 February 4, 2025, 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 **[ X ] WILL [ ] WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

**AGREED:**

| | |
|---|---|
| Contractor Signature Title | Tracy Unified School District |
| IRS Identification Number | Date |
| Title | Account Number to be Charged |
| Address | Department/Site Approval |
| | Budget Approval |
| | Date Approved by the Board |

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services
**DATE:** March 5, 2025
**SUBJECT:** **Ratify Agreement for Contract Services between 360 Degree Customer Inc. and Merrill F. West High School for Behaviorist Services during the 2024-2025 School Year**

**BACKGROUND:** 360 Degree Customer Inc. is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide extensive social emotional counseling, behavior services, and assessments for diverse students.

**RATIONALE:** 360 Degree Customer Inc. is a company who is a leader in their field. They have bilingual and diverse mental health specialists who represent our student population and have proven success impacting student behaviors. They will provide one full-time Behaviorist, for a total of 11 hours daily beginning February 1, 2025. There is no cap on the number of students they can serve. They will respond to behavior situations that arise on campus. Services will not be limited to a specific number of students as long as the caseload is within the capacity of the Behaviorist. 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**: 360 Degree Customer Inc. will be paid $90.00 per hour, for 11 hours per day, for 180 days at a cost of $73,260.00. This will be funded through LCFF/LCAP.

**RECOMMENDATION:** Ratify Agreement for Contract Services between 360 Degree Customer Inc. and Merrill F. West High School for Behaviorist Services during the 2024-2025 School Year.

**Prepared by:** Mr. Gary Henderson, Principal, Merrill F. West High School.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

# AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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: One full-time Behaviorist who would have a caseload of students that they would meet with regarding behavioral concerns, as well as respond to behavior situations that arise on campus. Services will not be limited to a specific number of students as long as the caseload is within the capacity of the Behaviorist.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 73 days @ 11 hours/day ( ) [X ] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location West High, 1775 W. Lowell Ave..

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

   a. District shall pay $ 90.00 per [X ] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $ 73,260.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on February 1, 2025, and shall terminate on May 30, 2025.

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

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

7. Contractor shall contact the District's designee, Bond Cashmere, at (209) 830-3370 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

   a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence; two million dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.

   b. Contractor **[X ] 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<br>Title |
| 010822463<br>IRS Identification Number | |
| CEO<br>Title | |
| Gulneesh Mukhija<br>Address | |
| 473 Sapena Ct.<br>Santa Clara, CA 95054 Ste. 7 | |

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

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services
**DATE:** March 5, 2025
**SUBJECT:** **Ratify Agreement for Contract Services between 360 Customer Inc. and Merrill F. West High School for Mental Health Services during the 2024-2025 School Year**

**BACKGROUND:** 360 Degree Customer Inc. is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide extensive social emotional counseling, behavior services, and assessments for diverse students.

**RATIONALE:** 360 Degree Customer Inc. is a company who is a leader in their field. They have bilingual and diverse mental health specialists who represent our student population and have proven success impacting student behaviors. They will provide one full-time mental health therapist and one part-time mental health therapist, for a total of 11 hours daily beginning January 1, 2025. There is no cap on the number of students they can serve. They will provide group therapy services that include grief and loss groups, addition groups, social anxiety groups, and boy groups. As well as students who are failing academically and trauma counseling for English language learners. This request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

**FUNDING**: 360 Degree Customer Inc. will be paid $90.00 per hour, for 11 hours per day, for 180 days at a cost of $92,070.00. This will be funded through Title 1 (SSP#1c8).

**RECOMMENDATION:** Ratify Agreement for Contract Services between 360 Degree Customer Inc. and Merrill F. West High School during the 2024-2025 School Year.

**Prepared by:** Mr. Gary Henderson, Principal, Merrill F. West High School.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

# AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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: One full-time Mental Health Therapist and one part-time Mental Health Therapist These therapists would be providing group therapy services that include running grief and loss groups, addiction groups, anxiety, and social anxiety group, and boys groups. Our therapists would also be working with students who are falling academically, providing trauma counseling to English language learners, and working with identified students who are in need of help with institution. Services will not be limited to a specific number of students as long as the caseload is within the capacity of the therapist.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 93 days @ 11 hours/day ( ) **[X ] HOURS [ ] DAYS**, under the terms of this agreement at the following location West High, 1775 W. Lowell Ave..

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

   a. District shall pay $90.00 per **[X ] HOUR [ ] DAY [ ] FLAT RATE**, not to exceed a total of $92,070.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on January 1, 2025, and shall terminate on May 30, 2025.

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

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

7. Contractor shall contact the District's designee, Bond Cashmere, at (209) 830-3370 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

   a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence; two million dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.

   b. Contractor [X ] **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<br>Title | Tracy Unified School District |
| 010822463<br>IRS Identification Number | | Date |
| CEO<br>Title | | Account Number to be Charged |
| Gulneesh Mukhija<br>Address | | Department/Site Approval |
| 473 sapena ct 7 | | Budget Approval |
| Santa clara ca 95054 | | Date Approved by the Board |

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services
**DATE:** March 10, 2025
**SUBJECT:** **Approve to Increase Funding for Special Contract Services with 3Chords Inc and Therapy Travelers LLC, Collectively DBA Epic Special Education Staffing to Provide Staffing Services for the remainder of the 2024-2025 School Year**

**BACKGROUND:** A board agenda was previously approved on June 25, 2025, in the amount of $700,000.00. At this time, we are seeking a budget increase due to the need to hire additional Behaviorists and a Psychologist to provide support and services to Special Education Students. We are requesting to increase funding with Epic for the remainder of the 2024-2025 school year.

**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**: Expense for this increase is for $500,000.00. Total expenses for the remaining 2024-2025 will not exceed $1,200,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted into account 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Increase Funding for Special Contract Services with 3Chords Inc and Therapy Travelers, Collectively DBA Epic Special Education Staffing for the 2024-2025.

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

EPIC SPECIAL EDUCATION STAFFING™
FORMERLY THERAPYTRAVELERS

## Staffing Service Agreement

This Staffing Service Agreement ("Agreement") is entered into as of the 1st of July 2024 (the "Effective Date") 2024/2025 SY, by and between 3Chords Inc and TherapyTravelers LLC collectively DBA Epic Special Education Staffing (each, a "Company Party" and, together, "Epic Special Education Staffing", herein referred to as ESES), and Tracy Joint Unified (the "Client"). The Agreement supersedes all other agreements and or contracts in place between the Client and Company Party. Client acknowledges the representative who signs any contract with ESES on behalf of the Client has full signing authority and by doing so, this Agreement and each Staffing Confirmation Agreement (in the form attached hereto as Exhibit A) shall be binding.

1. Services and Staffing Confirmation (Exhibit A)

(a) Subject to availability, ESES will provide the services of one or more Special Education Professional Associates (each an "Associate") on request from the Client on an as needed and as available basis (the "Services"). ESES will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If ESES elects to provide requested Services from Client, a confirmation of and detailed terms of the assignment will be provided to the Client in a "Staffing Confirmation Agreement" in substantially the form attached hereto as Exhibit A (one form per assigned Associate). Each such Staffing Confirmation Agreement shall designate the Company Party with rights and obligations under this Agreement and under the Staffing Confirmation Agreement in connection with the applicable Services, and Client expressly acknowledges and agrees that the other Company Party shall have no such rights or obligations in connection with such Services.

(b) Each Staffing Confirmation Agreement entered into or to be entered into in connection with this Agreement is hereby incorporated herein by reference as if fully set forth in this Agreement. If there is a conflict between the terms of this Agreement and a Staffing Confirmation Agreement, the terms of this Agreement shall prevail. The Client acknowledges that by acceptance of this Agreement, no further contract is required per individual contractor, regardless of the specific details of the assignment, hours, rate, etc. Electronic timekeeping will be provided to the Client on a weekly basis. ESES will use commercially reasonable efforts to obtain signed timecards from Client however, signed timecards are not required for approval to process and bill. By signing this Agreement, Client acknowledges that all hours worked by the contractor will be billed to Client's district to be paid in full in accordance with the agreed upon payment terms, regardless of approval of the timecard submitted. A rejected timecard will be subject for review by ESES, Associate, and Client.

The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to ESES by the earlier of (1) ninety (90) days after the claim arises, or (2) thirty (30) days after termination of the Associate's assignment pursuant to the Staffing Confirmation Agreement. ESES will not be responsible for, and the Client hereby waives the right to assert, any claims not reported in accordance with the foregoing.

2. **Associates**

(a) ESES will refer qualified candidates without regard to race, sex, color, religion, national origin, marital status, veteran status, non-job-related medical condition, or any other statutorily protected category. The Client shall have the right of refusal regarding the Associate assigned by ESES, consistent with the other terms of this Agreement, but agrees that no refusal will be made on account of race, gender, color, religion, national origin, marital status, veteran status, or any other statutorily protected category. The Client understands and agrees that any Associate assigned to the Client by ESES, pursuant to this Agreement, shall perform all Services as an independent contractor to the Client and not as an employee, agent, partner, or ventureparticipant of the Client.

(b) Associates shall perform Services at the work site of the Client or remotely and during the normal work hours of the Client. The Client will provide, at no cost to ESES, working space facilities, and related services and supplies necessary to support each Associate engaged by the Client. Associates will work under the supervision and direction of the Client.

(c) The Client acknowledges that ESES typically checks Associates' references only by posing specific questions to certain past employers regarding skills and work history before placing an Associate on assignment. ESES typically conducts a limited background check but does not engage in any additional verification process (e.g., ESES does not screen for drug use, administer a medical exam, or conduct credit checks). Should the Client have additional compliance needs, Client is required to provide a written request with clear instructions at the time of requesting Services. ESES shall not be liable for any losses, damages, liabilities, costs or expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from failure toobtain additional compliance verification, except where ESES has agreed in writing to obtain such verification.

(d) The Client is responsible for supervising the assigned Associates(s). The Client will not permit or require an Associate: (1) to perform Services outside of the scope of his or her assignment (2) to sign contracts on behalf of the Client, (3) to make any management decisions, (4) to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or valuables, (5) to operate machinery (other than office machines) or automotive equipment, (6) to perform Services remotely (on premises other than the Client's premises), or (7) to use computers or other electronic devices, software or network equipment owned or licensed by the Associate.

(e) The Client agrees to provide safe working conditions and will orient all ESES employees at the start of any work engagement to the policies of the district including safety, hazard and emergency. If any assignment under this Agreement is for work to beperformed under a government contract or subcontract, the Client will notify ESES immediately: (1) of any obligations in the government contract or

subcontract relating to wages, and (2) if ESES is legally required to initiate E Verify verification procedures for any Associate. ESES reserves the right to re-assign any assigned Associate. The Client further agrees that it is fully responsible for, and that ESES will not be responsible for any injuries, claims, damages, or losses that may result from the Client's failure to comply with the foregoing.

(f) Assigned Associates will execute any confidentiality agreement that the Client may reasonably require. The Client is responsible for obtaining the assigned Associate's signature. The Client agrees to hold in confidence the identity of any assigned Associate and the assigned Associate's resume, social security number and other legally protected personal information, and further agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use modification or disclosure.

3. Compensation and Payment Terms

(a) The Client shall pay ESES an agreed hourly bill rate for each hour worked by an Associate as set forth in the applicable Staffing Confirmation Agreement, which will also specify the duration and location of the assignment. Overtime and Holiday hours worked will be billed at least 1.5 times the normal hourly bill rate, and in a greater amount if required by applicable State or local law. Holidays in consideration will be listed on the Staffing Confirmation Agreement. Overtime hours will be determined in accordance with applicable Federal, state, and local laws. Federal law defines overtime as hours more than 40 hours per week, and state laws vary. If state law requires double time pay, the double time hours will be billed at 2.0 times the normal hourly bill rate.

(b) Assigned Associates will present a time sheet record to the Client or its designated representative and use good faith efforts to verify hours at the end of each week. ESES will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. ESES invoices are due and payable [upon receipt] [within thirty (30) days of the billing date]. If the Client fails to pay any invoice when due, the Client agrees to pay all of ESES' costs of collection, including reasonable attorney's fees, whether legal action is initiated. Additionally, ESES may, at its option, charge interest on any overdue amounts at arate equal to the lesser of one- and one-half percent (1.5%) per month or the highest rate allowed by applicable law from the date the amount first became due.

(c) ESES may increase its rates for the Services provided under this Agreementto reflect increases in its costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit, and other costs. ESES will provide written or verbal notice of any increase in its rates for the Services, which shall be prospective only, which notice shall specify the proposed effective date of the increase.

(d) In the event the Client's school or school system is physically closed (i.e., physical closures due to inclement weather, public health emergencies), including days on which the school or school system is physically closed but continues operating or providing educational instruction virtually or through online services to students ("Remote Learning Days") or days on which the school or school system is otherwise closed to students ("Closure"), Client shall remain fully obligated to remit payment to ESES for the full amount (at the agreed upon bill rate) of the total typical hours worked and

contracted for each applicable consultant for each day of the Client's Closure. Associate shall be ready, willing, and able to work his or her regularly scheduled hours during all Remote Learning Days viavirtual instruction/meetings or online instruction/meetings.

Remittance address: Epic Special Education Staffing
PO Box 840053
Los Angeles, CA 90084

4. **Client Hiring of Associates and Conversion Fees**

(a) If the Client, after evaluating the performance and potential of an Associate on the job, desires to employ the Associate directly, the Client agrees to abide by certain restrictions and to pay any applicable "Conversion Fee" as provided hereinbelow. The Conversion Fee, if applicable, is payable if the Client hires an assigned Associate, regardless of the employment classification on either a full time, temporary (including temporary assignments through another agency) or consulting basis within twelve (12) months after the last day of such Associate's assignment hereunder. The Client acknowledges that a Conversion Fee, if applicable, is also payable if the assigned Associate is hired by a subsidiary or other related company or business of the Client.

(b) The Client may elect to hire any Associate subject to payment of a fee equal to thirty-five percent (35%) of the Associate's annual total compensation, including bonuses (the "Conversion Fee"). The Client will pay the Conversion Fee to ESES within 30 days of billing. In order for an Associate to be hired as the Client's employee, the Client must have a zero balance on all outstanding invoices. The foregoing hiring restriction and Conversion Fee obligations shall survive until one (1) year after the last date of service by the subject Associate at the Client's facility. ESES agrees to waive its right to a Conversion Fee after an Associate has completed 2,700+ contracted hours with Client.

(c) The Client shall provide ESES thirty (30) days prior written notice of its intention to offer employment to any Associate and shall immediately confirm in writing when it has extended the offer (in writing, verbally or otherwise), and when the ESES Associate accepts the offer (in writing, verbally, or otherwise). ESES will bill Client for the Conversion Fee after the ESES Associate accepts Client's offer. Conversion payment must be paid in full and have no outstanding balances prior to the Associate's scheduled first day as a district hire.

(d) Commencing on the first day that the Client includes on its payroll any Associate formerly referred to Client by ESES, that Associate immediately ceases to be an independent contractor with respect to Client, ESES is no longer the Associate's employer,and is in no way liable in any way for that person's actions or omissions, tax deductions, workers' compensation insurance, unemployment compensation taxes or any other legally required taxes and withholdings.

5. **Direct Hire Fees**

(a) Should the Client wish to use ESES as a headhunter for permanent assignments, a "Contingency Direct Hire Fee" equal to thirty five percent (35%) of the candidate's annual salary will become payable to ESES when an offer, verbal or otherwise, is made bythe Client and accepted by the candidate. Payment is due in full within thirty (30) days of invoice.

(b) **Replacement Policy:** If the candidate placed with Client voluntarily terminates his/her employment or is terminated for cause within sixty (60) days from the candidate's start date, ESES will offer a replacement courtesy for that candidate. ESES does not guarantee a replacement will be provided as it is contingent on candidate availability. However, the replacement policy is contingent upon full payment of the direct hire fee by Client within thirty
(30) days of invoice.

6. **Right To Counsel: Coaching and Dismissals**

In instances of unsatisfactory performance of duties by an Associate, the Client agrees to make a good faith effort to rectify the issue, including a notice, in writing, to ESES outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by ESES staff. Should the issue not be resolved within a reasonable amount of time, the Client may request that the Associate be removed from the assignment. ESES will make every effort possible to comply with the Client's requestas quickly as possible. Client agrees to honor the terms of this Agreement and pay invoices for hours performed by any Associate up to the time of dismissal from the Client's assignment.

7. **Cancellations**

Client must provide twenty (20) in-session school days (workdays) written notice of cancellation to ESES. A cancellation fee equal to the scheduled hours for any shift cancelled is payable to ESES for all cancellations made with notice less than twenty (20) in-session school days (i.e.Associate work days). For assignments ESES must be granted at least forty (40) hours per week of work (unless the Client's full time business schedule is only thirty-five (35) hours per week, or (37.5) thirty-seven and a half hours per week). If an Associate's travel staffing assignment ends prematurely, the Client agrees to pay to ESES, upon presentment of an invoice, all remaining housing costs for the Associate, including apartment and furniture leasing costs, until the expiration of the applicable lease(s).

8. **Contract Termination**

This Agreement remains in effect from July 1, 2024 to June 30, 2025, or until terminated by either Party. This Agreement shall be terminable by either Party upon thirty (30) days prior written notice. Termination of this Agreement will alsoresult in the termination of each Staffing Confirmation Agreement between ESES and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination if ESES reasonably determines that the assigned Associate's professional license or code of ethics has been compromised.

9. **Notices**

For the purposes of this Agreement, notice shall be effective to the Parties at the following addresses:

Client:

Tracy Joint Unified
1875 W. LOWELL AVE.
TRACY, CA 95376

ESES:

Epic Special Education Staffing
2041 Rosecrans Avenue
Suite 245
El Segundo, CA 90245

10. **Insurance, Indemnification and Limitation of Liability**

(a) ESES shall maintain and provide to the Client, upon written request, proof of any assigned Associate's valid professional license, if applicable, and proof of Worker's Compensation Insurance (which will be maintained per statutory requirements). Additionally, ESES shall procure and maintain insurance and upon written request, shall provide the Client with Certificates of such insurance covering the following risks:

- Professional Liability - $2,000,000 per Occurrence, $4,000,000 Aggregate
- General Liability - $2,000,000 per Occurrence, $4,000,000 Aggregate

(b) To the extent permitted by law, ESES will defend, indemnify, and hold the Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by ESES' breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in a Staffing Confirmation Agreement; or the negligence, gross negligence, or willful

misconduct of ESES or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(c) To the extent permitted by law, the Client will defend, indemnify, and hold ESES and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by the Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in a Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct or unlawful act of the Client or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(d) Circumstances may arise where, because of a default on the part of ESES, the Client is entitled to recover damages from ESES. Regardless of the basis on which the Client is entitled to claim damages from ESES (including fundamental breach, negligence, misrepresentation, or other contract or tort claim) ESES' liability, if any, will (in the aggregate for all claims, causes of action, or damages) be limited to any actual direct damages up to anamount equal to the fees actually paid to ESES for the Services that are the subject of the claim.

11. **Miscellaneous**

(a) **Entire Agreement.** This Agreement contains the complete agreement between the Parties with respect to the subject matter thereof and may not be modified except by written agreement signed by both Parties. This Agreement supersedes all previous written or oral agreements between the Parties.

(b) **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, will inure to the benefit of and be binding on the successors and assigns of the respective Parties.

(c) **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination ofthe scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the Parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits.

In the event of any arbitration or other action arising out of or related to this Agreement, or a

Staffing Confirmation Agreement, the prevailing Party in such arbitration or other action shall be entitled to receive an award of all costs and expenses of such arbitration or other action, including reasonable attorneys' fees and costs, and all other expenses in connection therewith, in addition to any other award or remedy provided in such arbitration or action, and the same shall be included in the award and any judgment.

The venue for all actions, including arbitration, arising out of this Agreement, shall be in Los Angeles, California unless otherwise agreed by the Parties in writing.

(d) **Governing Law**. The validity and interpretation of any terms or provisions of this Agreement of the rights and duties of the Parties hereunder shall be governed and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules.

(e) **Severability.** The Parties agree that each of the provisions included in this Agreement is separate, distinct, and severable from the other and remaining provisions of the Agreement; and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.

(f) **Authority.** The Client signatory, herein below, specifically warrants that such individual has the capacity and authority to represent, contract on behalf of and bid the Client with respect to the obligations, rights, and duties contained herein.

[*Signature Pages Follow*]

Once signed by the President of Epic Special Education Staffing, no further revisions or changes can be made or accepted.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

"Epic Special Education Staffing"

TherapyTravelers LLC

By: DocuSigned by: Carol Cheney 22D2D10C6B8842F... 6/5/2024 | 1:17:04 PM PDT

Carol Cheney, President

3Chords Inc.

By: DocuSigned by: Carol Cheney 22D2D10C6B8842F... 6/5/2024 | 1:17:04 PM PDT

Carol Cheney, President

"Client"

Tracy Joint Unified

By: _____

Name, Title: Ass. Sup of Bus. Services

EPIC SPECIAL EDUCATION STAFFING™
FORMERLY THERAPYTRAVELERS

## Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement - Exhibit A") is entered into on (date) by and between 3Chords Inc and TherapyTravelers LLC collectively DBA Epic Special Education Staffing and (Client) collectively referred to herein as "the Parties." **The Parties agree to the below:**

| | | |
|---|---|---|
| Therapist Name: | | Assignment Dates: |
| District Name and Address: | | Schedule: |
| District Telephone Number: | | Guaranteed Hours: |
| District Department Director Name: | | Estimated Caseload: |
| Billing Address: | | Approved Time Off: |
| Billing Telephone Number: | | Bill Rate: |
| Billing Contact Info: | | Overtime/Holiday Rate: |
| Billing Email Address: | | *Mileage Reimbursement: |
| Timesheet Approver Email Address and Name: | | First Day Details: |

**Supervision/Materials/Equipment/Hours and Enrollment:** Client will provide appropriate supervision, materials and equipment to therapist. Hours are guaranteed regardless of student(s), District Employee(s) or District Contractor(s) absences, enrollment, or employment status. Should the caseload change due to any reason, Client acknowledges that the Contractor is guaranteed these hours. Upon mutual agreement, Client may reassign Contractor to another caseload.

***Mileage Reimbursement:** billed and reimbursed at IRS rate. Applicable when Contractor commutes to more than 1 working location per day.

**Cancellation of Services:** A minimum 20 working day written notice must be given to Epic Special Education Staffing directly for cancellation or early termination of contract.

**Payment Terms:** Payment is due in full within thirty (30) days of invoice. Failure to pay will result in Client being responsible for all collections costs, including, but not limited to, attorney's fees and costs.

All time over 40 hours in a workweek will be paid at time and one half (1.5) (CA -- anything over 8 hours in a day will be paid at time and one half (1.5))

**Conversion Terms:** Client acknowledges the Therapist named herein is an employee of Epic Special Education Staffing and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through Epic Special Education Staffing and Client agrees to pay a conversion fee of 35% of the subject Therapist's annual salary as liquidated damages to Epic Special Education Staffing within 30 days of being invoiced for the same. Contract conversion terms available upon request.

Client acknowledges and agrees that this Staffing Confirmation Agreement contains the specific terms of the individual contractor's assignment for services in accordance with the terms of the Epic Special Education Staffing

Staffing Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the Epic Special Education Staffing Staffing Services Agreement, the terms of the Epic Special Education Staffing's Staffing Services Agreement shall prevail. Unless the Client provides written notice of any objection or correction needed within the earlier of (i) ten (10) business days

upon receipt of this Staffing Confirmation Agreement from Epic Special Education Staffing, or (ii) five (5) business days prior to the

start of such assignment, this Exhibit A shall be deemed accepted by the Client and be deemed a binding agreement in all respects.

TRACY
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources
**DATE:** February 14, 2025
**SUBJECT:** **Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees**

**BACKGROUND:** **MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATION**

| NAME/TITLE | SITE | EFFECTIVE DATE | REASON |
|---|---|---|---|
| Quintana, Jaime<br>Director of Facilities and Planning | DEC | 2/28/2025 | Personal |

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

| NAME/TITLE | SITE | EFFECTIVE DATE | REASON |
|---|---|---|---|
| Burkert, Melissa<br>Teacher | KHS | 02/28/2025 | Personal |
| Crider, Celeste<br>Teacher | BES | 06/30/2025 | Personal |
| Foley, Katelyn<br>Teacher | HES | 05/30/2025 | Personal |
| Faten Dissi<br>Teacher | Stein | 06/01/2025 | Personal |

| | | | |
|---|---|---|---|
| Giardina, Tammy<br>Teacher | TISCS | 02/17/2025 | Accepted Position |
| Jaime, Kaitlin<br>Teacher | THS | 05/29/2025 | Personal |
| Valdez, Tina<br>Teacher | KES | 05/29/2025 | Personal |
| Velazquez, Jose<br>Teacher | WHS | 06/30/2025 | Personal |
| Vieira, Joshua<br>Teacher | FES | 06/30/2025 | Personal |

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

| NAME/TITLE | SITE | EFFECTIVE DATE | REASON |
|---|---|---|---|
| James, Theresa<br>Teacher | WHS | 05/30/2025 | Retirement |
| James, Robert<br>Teacher | Stein | 05/30/2025 | Retirement |
| Selig-Reynolds, Debra<br>Teacher | BES | 05/30/2025 | Retirement |

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

| NAME/TITLE | SITE | EFFECTIVE DATE | REASON |
|---|---|---|---|
| Magday, Rosalina<br>Para Educator I | AFES | 5/29/2025 | Retirement |

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

| NAME/TITLE | SITE | EFFECTIVE DATE | REASON |
|---|---|---|---|
| Nuno, Benjamin<br>Utility Person III | MOT | 2/28/2025 | Personal |
| Arepalli, Bhargavi<br>IEP Para Educator I | NES | 3/17/2025 | Personal |

| | | | |
|---|---|---|---|
| Pribble, Lisa<br>High School Administrative Secretary | THS | 2/27/2025 | Accepted Position |
| Ramirez, Denise<br>Food Service Worker | HES | 1/22/2025 | Accepted Position |
| Satheesh Kumar, Kavitha<br>IEP Para Educator I | THS | 2/26/2025 | Accepted Position |
| Vargas, Yuliana<br>Food Service Worker | AFES | 2/18/2025 | Personal |

**BACKGROUND:**

**COACH RESIGNATION**

| NAME/TITLE | SITE | EFFECTIVE DATE | REASON |
|---|---|---|---|
| Zamzow, Ryan<br>Water Polo Assistant | KHS | 2/5/25 | Personal |

**RECOMMENDATION:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment.

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

TRACY
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

**TO:** Robert Pecot, Superintendent
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources
**DATE:** March 07, 2025
**SUBJECT:** **Approve Classified, Certificated, and/or Management Employment**

| **BACKGROUND:** | **MANAGEMENT/CLASSIFIED CONFIDENTIAL** |
|---|---|
| Giardina, Tammy | DEC/Special Education<br>Program Specialist (Replacement)<br>LME 47, Step A - $51,582.00<br>Fund: Learning Recovery |
| **BACKGROUND:** | **CERTIFICATED** |
| Diaz Sepulveda, Olga | West High School<br>Spanish (Replacement)<br>Class III, Step "B" 1 - $21,963.00<br>Fund: General |
| Soto, Myrna | South/West Park Elementary School<br>5th Grade (Replacement)<br>Class I, Step "A" 1 - $21,181.00<br>Fund: General |
| **BACKGROUND:** | **CLASSIFIED** |
| Andrus, Jennifer | Food Service Worker (Replacement)<br>Villalovoz Elementary School<br>Range 25, Step A - $18.98 per hour<br>Fund: Child Nutrition – School Program |

| | |
|---|---|
| Azevedo. Sonia | Para Educator I (Replacement)<br>Jacobson Elementary School<br>Range 24, Step E - $23.19 per hour<br>Funding: General |
| Bravo, Monica | Food Service Worker (Replacement)<br>Williams Middle School<br>Range 25, Step E - $23.74 per hour<br>Funding: Child Nutrition – School Program |
| Esquer-Baca, Selena | Utility Person II (Replacement)<br>South/West Park Elementary<br>Range 35, Step C - $27.33 per hour<br>Funding: General |
| Galdamez Castillo, Ingrid | Food Service Worker (New)<br>Tracy High School<br>Range 25, Step C - $20.77 per hour<br>Funding: Child Nutrition – School Program |
| Garcia, Melanie | School Supervision Assistant (Replacement)<br>Art Freiler School<br>Range 21, Step A - $18 per hour<br>Funding: General |
| Gutierrez, Erica | Para Educator I (New)<br>McKinley Elementary<br>Range 24, Step D - $22.14 per hour<br>Funding: General |
| Kibbee, Sandra | Clerk Typist I (New)<br>West High School<br>Range 23, Step E - $21.81 per hour<br>Funding: Prop 28 |
| Kodela, Swapnika | Para Educator I (Replacement)<br>Villalovoz Elementary<br>Range 24, Step E - $23.19 per hour<br>Funding: LCAP |
| Lassiter, Linnea | Para Educator I (New)<br>Poet-Christian School<br>Range 24, Step D - $22.14 per hour<br>Funding: AMIM |
| Martinez, Meriyiah | Special Education Para Educator I (Replacement)<br>North School<br>Range 27, Step C - $22.68 per hour<br>Funding: Special Education |

| | |
|---|---|
| Murillo, Jose | School Supervision Assistant (Replacement)<br>Williams Middle School<br>Range 21, Step B - $18.86 per hour<br>Funding: General Fund – Unrestricted |
| Parra Silva, Dorris | School Supervision Assistant (New)<br>North School<br>Range 21, Step A - $17.31 per hour<br>Funding: General |
| Pribble, Lisa | Secretary to Director of Alternative Programs (Replacement)<br>DEC/Continuous Improvement<br>Range, 40, Step C - $30.71 per hour<br>Funding: General Fund – Unrestricted |
| Satheesh Kumar, Kavitha | Special Education Para Educator I (New)<br>Tracy High School<br>Range 27, Step C - $22.68 per hour<br>Funding: Special Education |
| Sekar, Sasirekha | Para Educator I (Replacement)<br>Jacobson Elementary<br>Range 24, Step C - $21.15 per hour<br>Funding: Special Education Transportation |

**BACKGROUND:** **COACHES**

| | |
|---|---|
| Alger, Brandi | Co-Ed Soccer Assistant<br>Stein High School<br>$1,354.36 |
| Gibson, Jimmy | Boys' Varsity Volleyball<br>Tracy High School<br>$7,496.38 |
| Mavis, Michelle | Swimming Assistant<br>Tracy High School<br>$4,997.59 |
| Pasquale, Bryce | Track & Field Assistant<br>Tracy High School<br>$5,999.81 |
| Ramsey, Brian | Track & Field Assistant<br>Tracy High School<br>$5,538.29 |

| | |
|---|---|
| Shelton-Zaragoza, Bobielyn | Track & Field Assistant<br>Tracy High School<br>$5,999.81 |
| Tango, Travis | INTERIM Track & Field Assistant<br>Kimball High School<br>$5,999.81 |
| Tiru, Janessa | Boys' JV Volleyball<br>Tracy High School<br>$5,999.81 |
| Uecker, Desirae | Track & Field Assistant<br>Kimball High School<br>$5,999.81 |

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

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

TRACY
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources
**DATE:** March 25, 2025
**SUBJECT:** **Certify that Provisions of Section 5593 Regarding Coaches Have Been Met**

**BACKGROUND:** Section 5594 of Title 5, California Code of Regulations requires that by April 1 of each school year, all local governing boards shall certify to the State Board of Education that the provisions of Section 5593 have been met.

**RATIONALE:** All coaches currently employed by the Tracy Unified School District meet the qualifications of Section 5593.

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:** Certify that Provisions of Section 5593 Regarding Coaches Have Been Met.

**Prepared by:** Karina Soto, Personnel Technician.

| Name | Position | Season | Site | Sport | Level |
|---|---|---|---|---|---|
| Aguilar, Julie | Coach | Feb-June | THS | Softball | Soph |
| Alger, Brandi | Coach | Alternative Ed. | SHS | Basketball | Asst. Coach |
| Alger, Brandi | Coach | Alternative Ed. | SHS | Soccer | Asst. Coach |
| Alger, Brandi | Coach | Alternative Ed. | SHS | Volleyball | Asst. Coach |
| Allen-Trombley, Jennifer | Coach | Aug-Dec | KHS | Cross Country | Asst. Coach |
| Anastasio, Jessica | Coach | Aug-Dec | WHS | Tennis | Girls' Varsity |
| Anastasio, Jillian | Coach | Feb-June | KHS | Volleyball | Boys' Varsity |
| Anastasio, Samantha | Coach | Aug-Dec | WHS | Pep Squad | Asst. Advisor - Fall |
| Anastasio, Samantha | Coach | Aug-Dec | WHS | Pep Squad | Asst. Advisor - Winter |
| Anastasio, Stephen | Coach | Feb-June | KHS | Volleyball | Boys' Soph |
| Andrews, Garrett | Coach | Aug-Dec | WHS | Football | Varsity Asst. |
| Andrews, Joshua | Coach | Aug-Dec | WHS | Football | Varsity Asst. |
| Barbontin-Jimenez, Cristian | Coach | Nov-Mar | WHS | Soccer | Boys' Frosh/ Soph |
| Behnam, Arash | Coach | Nov-Mar | WHS | Soccer | Girls' Varsity |
| Bigler, Justin | Coach | Aug-Dec | KHS | Golf | Girls' Varsity |
| Bigler, Justin | Coach | Feb-June | KHS | Softball | Varsity |
| Bogetti, Clayton | Coach | Nov-Mar | THS | Wrestling | Boys' Asst. |
| Bowie, Gregory | Coach | Nov-Mar | KHS | Basketball | Girls' Varsity |
| Boyer, Nathan | Athletic Director | All Year | KHS | All Sports | All Levels |
| Bravo, Rogelio | Coach | Nov-Mar | WHS | Wrestling | Head Coach |
| Brown, David | Coach | Aug-Dec | THS | Flag Football | Varsity/JV |
| Burrell, Stanley | Coach | Aug-Dec | KHS | Football | Soph Asst. |
| Butler, Jessica | Coach | Nov-Mar | KHS | Pep Squad | Advisor - Winter |
| Butler, Jessica | Coach | Aug-Dec | KHS | Pep Squad | Advisor - Fall |
| Calvillo, Alejandro | Coach | Feb-June | WHS | Tennis | Boys' Varsity |

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|---|---|---|---|---|---|
| Castro, Miriam | Coach | Aug-Dec | WHS | Volleyball | Girls' Soph |
| Clark, Kevin | Coach | Aug-Dec | WHS | Football | Soph Asst. |
| Coatney, Monique | Coach | Aug-Dec | KHS | Dance | Advisor - Fall |
| Cueva, Genaro | Coach | Nov-Mar | THS | Basketball | Boys' Varsity |
| Cummings, Ellis | Coach | Feb-June | THS | Track & Fiels | Asst. Coach |
| Davis, Shannon | Coach | Feb-June | WHS | Softball | Soph |
| DeHaro, Adam | Coach | Feb-June | THS | Baseball | Soph |
| Dennington, Arden | Coach | Nov-Mar | THS | Wrestling | Girls' Asst |
| Dennington, Brandon | Coach | Nov-Mar | THS | Wrestling | Head Coach |
| Diaz, Alex | Coach | Nov-Mar | KHS | Wrestling | Head Coach |
| Dorado, Abel | Coach | Nov-Mar | WHS | Soccer | Boys' Varsity |
| Doran, Rebekah | Coach | Aug-Dec | THS | Water Polo | Asst Coach |
| Doran, Rebekah | Coach | Feb-June | THS | Swimming | Head Coach |
| Dyrda, Courtney | Coach | Feb-June | THS | Softball | Frosh |
| Ebojo, Catherine | Coach | Aug-Dec | THS | Volleyball | Girls' Varsity |
| Ebojo, Catherine | Coach | Feb-June | WHS | Volleyball | Boys' Varsity |
| Ervin, Ciara | Coach | Feb-June | WHS | Softball | Varsity |
| Escobar, Zackery | Coach | Aug-Dec | THS | Football | Varsity Asst. |
| Espino, Felipe | Coach | Aug-Dec | KHS | Tennis | Girls' Varsity |
| Espino, Felipe | Coach | Feb-June | KHS | Tennis | Boys' Varsity |
| Evans, Justin | Coach | Aug-Dec | THS | Football | Varsity Asst. |
| Farfan, David | Coach | Feb-June | WHS | Baseball | Varsity |
| Fielsch, Mischelle | Coach | Aug-Dec | THS | Tennis | Girls' Varsity |
| Fielsch, Mischelle | Coach | Feb-June | THS | Tennis | Boys' Varsity |
| Galloway, Jamal | Coach | Aug-Dec | WHS | Football | JV Head |
| Garcia, Salvamar | Coach | Nov-Mar | WHS | Basketball | Girls' Varsity |
| Garcia, Silverio | Coach | Nov-Mar | KHS | Soccer | Boys' Varsity |

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|---|---|---|---|---|---|
| Gatrell, Robert | Coach | Aug-Dec | WHS | Football | Varsity Head |
| Gee, Ken | Coach | Nov-Mar | KHS | Basketball | Girls' Soph |
| Gee, Ken | Interim Coach | Nov-Mar | KHS | Basketball | Girls' Frosh |
| Gibson, Jimmy | Coach | Feb-June | THS | Volleyball | Boys' Varsity |
| Goh, Hayne | Coach | Feb-June | KHS | Track & Field | Asst. Coach |
| Gonzales, Jennifer | Coach | Feb-June | KHS | Swimming | Asst. Coach |
| Graves, Derek | Coach | Alternative Ed. | SHS | Flag Football | Asst. Coach |
| Griffin, Eric | Coach | Nov-Mar | KHS | Basketball | Boys' Soph |
| Guillen, Marcus | Coach | Aug-Dec | THS | Football | Frosh Head |
| Guillen, Nelson | Coach | Aug-Dec | THS | Football | Soph Asst. |
| Haliczer, Denise | Coach | Feb-June | WHS | Swimming | Varsity Asst. |
| Haliczer, Denise | Coach | Aug-Dec | WHS | Water Polo | Asst. Coach |
| Hall, Steve | Coach | Aug-Dec | THS | Football | Soph Asst. |
| Harris, Ashlee | Coach | Aug-Dec | KHS | Pep Squad | Asst. Coach - Fall |
| Hayward, Elizabeth | Coach | Aug-Dec | WHS | Volleyball | Girls' Frosh |
| Heck, David | Coach | Aug-Dec | KHS | Football | Varsity Asst. |
| Heinen, Casey | Coach | Aug-Dec | KHS | Water Polo | Boys' Head Coach |
| Heinen, Casey | Coach | Aug-Dec | KHS | Water Polo | Girls' Head Coach |
| Heinen, Casey | Coach | Feb-June | KHS | Swimming | Head Coach |
| Helton, Michael | Coach | Aug-Dec | THS | Volleyball | Girls' Frosh |
| Hupman, Tida | Coach | Aug-Dec | WHS | Cross Country | Asst. Coach |
| Hupman, Tida | Coach | Nov-Mar | WHS | Soccer | Girls' Frosh/ Soph |
| Hupman, Tida | Coach | Feb-June | WHS | Track & Fields | Asst. Coach |
| Jeffery, Donald | Coach | Nov-Mar | WHS | Basketball | Girls' Soph |
| Johnson, Sean | Coach | Nov-Mar | THS | Basketball | Boys' Frosh |
| Juan, Ulysses | Coach | Nov-Mar | WHS | Wrestling | Boys' Asst. |
| Juarez, Benjamin | Coach | Nov-Mar | KHS | Basketball | Boys' Varsity |
| Kalis, Phillip | Coach | Nov-Mar | THS | Soccer | Girls' Varsity |
| Keeney, Paulette | Coach | Feb-June | THS | Softball | Varsity |

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|---|---|---|---|---|---|
| Labasan, Mission | Coach | Nov-Mar | THS | Basketball | Boys' Soph |
| Lafever, Ernest | Coach | Feb-June | KHS | Baseball | Soph |
| Langley, Anne | Coach | Nov-Mar | THS | Basketball | Girls' Frosh |
| Larios, Gissel | Coach | Feb-June | WHS | Volleyball | Boys' Soph |
| Larios, Gissel | Coach | Feb-June | THS | Volleyball | Girls' Soph |
| Lemos, Michael | Coach | Aug-Dec | THS | Football | Frosh Asst |
| Lozano, Frank | Coach | Feb-June | WHS | Track & Field | Asst. Coach |
| Lundell, Megan | Coach | Aug-Dec | WHS | Pep Squad | Advisor - Fall |
| Lundell, Megan | Coach | Aug-Dec | WHS | Pep Squad | Advisor - Winter |
| Maas, Karl | Coach | Nov-Mar | KHS | Wrestling | Boys' Asst. |
| Mavis, Michelle | Coach | Feb-June | THS | Swimming | Asst. Coach |
| McClellan, Stephenie | Coach | Nov-Mar | THS | Pep Squad | Asst. Coach - Winter |
| McIntyre, JaRell | Coach | Feb-June | THS | Baseball | Varsity |
| McKey, Larry | Coach | Aug-Dec | KHS | Football | Soph Asst. |
| Mendiola, Rianne | Coach | Aug-Dec | WHS | Flag Football | Soph |
| Morris, Jessica | Coach | Aug-Dec | WHS | Water Polo | Girls' Head Coach |
| Morris, Jessica | Coach | Aug-Dec | WHS | Water Polo | Boys' Head Coach |
| Morris, Jessica | Coach | Feb-June | WHS | Swimming | Head Coach |
| Moss, John | Coach | Alternative Ed. | SHS | Basketball | Head Coach |
| Moss, John | Coach | Alternative Ed. | SHS | Soccer | Head Coach |
| Moss, John | Coach | Alternative Ed. | SHS | Volleyball | Head Coach |
| Murray, Lindsey | Coach | Aug-Dec | THS | Water Polo | Girls' Head Coach |
| Murray, Lindsey | Coach | Aug-Dec | THS | Water Polo | Boys' Head Coach |
| Myers, Christopher | Coach | Aug-Dec | THS | Flag Football | Varsity/JV |
| Nunn, Michael | Coach | Feb-June | KHS | Track | Asst. Coach |
| Ocon, Robert | Coach | Nov-Mar | THS | Basketball | Girls' Varsity |
| Orlanes, Angelaia | Coach | Aug-Dec | KHS | Volleyball | Girls' Soph |
| Parks, Brandon | Coach | Nov-Mar | WHS | Basketball | Boys' Varsity |
| Parks, Vivian | Coach | Aug-Dec | WHS | Volleyball | Girls' Varsity |

| | | | | | |
|---|---|---|---|---|---|
| Pasquale, Bryce | Coach | Feb-June | THS | Track | Asst. Coach |
| Peltz, David | Coach | Feb-June | WHS | Baseball | Soph |
| Perez, Jaime | Coach | Aug-Dec | THS | Cross Country | Head Coach |
| Perry, Nathan | Coach | Nov-Mar | THS | Soccer | Girls' Frosh/Soph |
| Pombo, Richard | Coach | Feb-June | KHS | Baseball | Varsity |
| Posten, Sofia | Coach | Aug-Dec | THS | Pep Squad | Asst. Coach - Fall |
| Posten, Sofia | Coach | Aug-Dec | THS | Pep Squad | Head Coach - Winter |
| Posten, Sofia | Coach | Aug-Dec | THS | Dance | Advisor - Winter |
| Pribble, Jeffery | Coach | Aug-Dec | THS | Football | Varsity Head |
| Ramsey, Brian | Coach | Feb-June | THS | Track | Asst. Coach |
| Renshaw, David | Coach | Feb-June | WHS | Track & Field | Asst. Coach |
| Rios, David | Coach | Aug-Dec | KHS | Flag Football | Varsity |
| Rios, David | Coach | Nov-Mar | KHS | Soccer | Girls' Frosh/Soph |
| Robinson, Alfred | Coach | Aug-Dec | WHS | Football | Soph Asst. |
| Rodriguez, Jose | Coach | Nov-Mar | THS | Soccer | Boys' Varsity |
| Rodriguez, Jose | Coach | Nov-Mar | THS | Soccer | Boys' Frosh/Soph |
| Sanchez, Julie | Coach | Aug-Dec | KHS | Volleyball | Girls' Varsity |
| Sanchez, Julie | Coach | Feb-June | KHS | Softball | Soph |
| Sanchez, Oliver | Coach | Aug-Dec | KHS | Volleyball | Girls' Soph |
| Sanchez, Serena | Coach | Nov-Mar | KHS | Wrestling | Girls' Asst. |
| Santos, Beatriz | Coach | Nov-Mar | WHS | Wrestling | Girls' Asst. |
| Sauers, Shannon | Coach | Aug-Dec | KHS | Football | Varsity Asst. |
| Shelton, Nathaniel | Coach | Aug-Dec | THS | Football | Soph Head |
| Shelton, Nathaniel | Coach | Feb-June | THS | Track & Field | Head Coach |
| Shelton-Zaragoza, Bobielyn | Coach | Feb-June | THS | Track & Field | Asst. Coach |
| Shrout, Matthew | Athletic Director | All Year | THS | All Sports | All Levels |
| Soares, Sheila | Coach | Aug-Dec | THS | Dance | Advisor - Fall |
| Soares, Sheila | Coach | Aug-Dec | THS | Pep Squad | Advisor - Fall |
| Solano, Derek | Athletic Director | All Year | WHS | All Sports | All Levels |

| | | | | | |
|---|---|---|---|---|---|
| Solario, Monique | Coach | Aug-Dec | WHS | Dance | Advisor - Fall |
| Solario, Monique | Coach | Aug-Dec | WHS | Dance | Advisor - Winter |
| Speer, Kevin | Coach | Aug-Dec | THS | Football | Varsity Asst. |
| Sprecksel, Jennifer | Intramural Coordinator | All Year | SHS | All Sports | All Levels |
| Stevers, Joclyn | Coach | Feb-June | WHS | Swimming | Varsity Asst. |
| Tango, Travis | Interim Coach | Feb-June | KHS | Track & Field | Asst. Coach |
| Tate, Daniel | Coach | Aug-Dec | KHS | Football | Frosh Asst |
| Taylor, Brandan | Coach | Nov-Mar | WHS | Basketball | Boys' Frosh |
| Tiru, Janessa | Coach | Feb-June | THS | Volleyball | Boys' Soph |
| Tomek, Justin | Coach | Feb-June | THS | Baseball | Frosh |
| Towkaniuk, Damio | Coach | Aug-Dec | KHS | Football | Varsity Asst. |
| Traylor, Marc | Coach | Nov-Mar | WHS | Basketball | Boys' Soph |
| Trombley, Benjamin | Coach | Aug-Dec | KHS | Cross Country | Head Coach |
| Trombley, Benjamin | Coach | Feb-June | KHS | Track | Head Coach |
| Tsirelas, John | Coach | Feb-June | KHS | Golf | Boys' Varsity |
| Uecker, Desirae | Coach | Feb-June | KHS | Track & Field | Asst. Coach |
| Vallotton, David | Coach | Aug-Dec | WHS | Flag Football | Varsity |
| Vallotton, David | Coach | Alternative Ed. | SHS | Dodgeball | Head Coach |
| Vallotton, David | Coach | Alternative Ed. | SHS | Flag Football | Head Coach |
| Vaughn, Leconte | Coach | Aug-Dec | KHS | Football | Varsity Head |
| Velasco, Jenna | Coach | Nov-Mar | KHS | Pep Squad | Asst. Coach |
| Villafuerte, Ralph | Coach | Feb-June | KHS | Baseball | Frosh |
| Wescott, Marc | Coach | Aug-Dec | THS | Golf | Girls' Varsity |
| Wescott, Marc | Coach | Feb-June | THS | Golf | Boys' Varsity |
| Wichman, Casey | Coach | Aug-Dec | WHS | Golf | Girls' Varsity |
| Wichman, Casey | Coach | Feb-June | WHS | Golf | Boys' Varsity |
| Williams, Theodore | Coach | Aug-Dec | WHS | Cross Country | Head Coach |
| Williams, Theodore | Coach | Feb-June | WHS | Track & Field | Head Coach |
| Williams, Warren | Coach | Feb-June | WHS | Track & Field | Asst. Coach |

| | | | | | |
|---|---|---|---|---|---|
| Wise, Kassidy | Coach | Feb-June | THS | Swimming | Asst. Coach |
| Yerian, Jake | Coach | Aug-Dec | THS | Football | Frosh Asst |
| Zamzow, Ryan | Coach | Aug-Dec | KHS | Water Polo | Asst Coach |
| Zamzow, Ryan | Coach | Feb-June | KHS | Swimming | Asst. Coach |

# Temporary Athletic Team Coach Certification

School Year 2024-2025

TO THE STATE BOARD OF EDUCATION:

Per Title 5, California Code of Regulation, Section 5594:

The governing board of each local school district shall certify to the State Board of Education that the provisions of Section 5593 have been met.

LOCAL SCHOOL BOARD CERTIFICATION:

I hereby certify that the school district has met the conditions set forth in Title 5, Section 5593.

District Name: Tracy Unified School District

Print Name:

Date Signed: 3/25/25

Signature of Person Signing for the District Board:

Mail signed forms to:

State Board of Education/California Department of Education
Attn: Temporary Athletic Team Coach Certificates Professional Learning Support and Monitoring Office
1430 N Street, Suite 4309 Sacramento, CA 95814

TRACY
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. of Human Resources
DATE: March 6, 2025
**RE: Approve Preliminary Administrative Agreement with Teachers College of San Joaquin**

**BACKGROUND:** Teachers College of San Joaquin offers an Administrative Preliminary program. This program requires teachers enrolled in the program to spend twelve (12) days throughout the course of the school year to work as a "student administrator" at a school site in their district, or partnering district. Teachers College of San Joaquin (TCSJ) will reimburse the candidate's district for the cost of a substitute up to $150.00 per day. This agreement is valid from July 1, 2025, through June 30, 2027

**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:** No fiscal impact.

**RECOMMENDATION:** Approve Preliminary Administrative Agreement with Teachers College of San Joaquin.

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

# Preliminary Administrative Services Credential Program

## Co-Sponsor Agreement

## 2025 – 2027 Academic Years

This agreement, by and between Teachers College of San Joaquin's Preliminary Administrative Services Credential Program, hereinafter referred to as "TCSJ" (aka Program Sponsor), and the employing agency for the purpose of setting forth the operative conditions which will govern this partnership. TCSJ is a California Commission on Teacher Credentialing (CCTC) approved university administrative preparation program and is forming a partnership with the local education agency who supports candidates in fieldwork as a component of the Preliminary Administrative Services Credential program. Teachers College of San Joaquin is a division within the San Joaquin County Office of Education.

**TERMS OF AGREEMENT:**

The effective dates of this Co-Sponsor Agreement are for the academic years July 1, 2025 - June 30, 2027. Either party may terminate this agreement by submitting written notice to the other party.

**PROVISION OF PROPRIETARY AND COPYRIGHTED DOCUMENTS:**

LEA acknowledges that as a party to this agreement, they will be provided Program Components and Materials that contain documents that are protected by copyright and are considered proprietary by Teachers College of San Joaquin. LEA agrees that these documents and the language contained therein may not be reproduced or otherwise used without the express written consent of the Teachers College of San Joaquin. LEA agrees to hold harmless and indemnify Teachers College of San Joaquin for any legal expenses expended in the enforcement of this provision by Teachers College of San Joaquin.

**GENERAL PARTNERSHIP AGREEMENTS:**

A. TCSJ understands that the educational record of the candidate in the Preliminary Administrative Services Credential program, employed by an education agency, is protected by The Family Educational Rights and Privacy Act (FERPA). As a result of this Co-Sponsor Agreement, the local education agency has a legitimate educational interest in determining the professional responsibility of the preliminary administrator candidate. TCSJ agrees to protect the privacy of educational records concerning any candidate and will not transmit, share, or disclose any such records without the candidate's written consent, **except to other school officials who have a legitimate educational interest in the records. (34CFR§99.31)**;

B. Candidates enrolled in the Preliminary Administrative Services Credential program must:
    a. Be employed in or have access to a setting where video capture is permitted for candidate reflection and completion of the California Administrator Performance Assessments (CalAPAs).

**RESPONSIBILITIES OF THE PROGRAM SPONSOR, TEACHERS COLLEGE OF SAN JOAQUIN (TCSJ):**

The Teachers College of San Joaquin (TCSJ) Preliminary Administrative Services Credential program acknowledges and agrees to:

A. Provide a Program Coordinator for the Administrative Services Credential program and communicate with the designated district contact person (typically within Human Resources);
B. Provide ongoing support and advisement for candidates throughout the program;
C. Provide program information, training, and support to fieldwork supervisors;
D. Assign fieldwork placements in collaboration with participating district;
E. Collaborate with fieldwork supervisors in supporting the candidate's growth and achievement;

F. Process the Preliminary Administrative Services Credential or Certificate of Eligibility for candidates who successfully complete the administrative services program when all credential requirements are met.

**RESPONSIBILITIES OF THE PARTNERING LEA:**
The employing district acknowledges and agrees to:

A. Collaborate with the TCSJ Program Coordinator to identify and select fieldwork supervisor(s) for the district candidate(s);
B. Comply with the CCTC-approved Preliminary Administrative Services Credential Program Standards;
C. Assign a contact person to communicate with TCSJ representatives as needed (listed at the bottom of this Co-Sponsor Agreement).

**COMPENSATION:**
Candidates in this program are required to spend twelve (12) days throughout the course of the school year working as a "student administrator" at a school site in their district or a partnering district. The TCSJ program will reimburse the candidate's district for the cost of a substitute (up to $150.00 per day). Candidates must submit logs of their fieldwork days by the end of each semester. Thereafter, TCSJ will send notification to the district for reimbursement.

**CERTIFICATION OF NON-EMPLOYEE STATUS:**
A. Teachers College of San Joaquin certifies that at all times TCSJ is acting as an independent contractor and not as employee of the district;

B. TCSJ agrees to make no claim against the district for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that TCSJ is not entitled to any such benefits.

**TCSJ RIGHT OF RETENTION:**
TCSJ shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind created in the scope of services performed. No other use will be allowed except with permission from TCSJ. Proprietary materials will be exempted from this clause.

**INDEMNIFICATION:**
Except as stated in the Provision of Proprietary and Copyrighted Documents, each Party, SJCOE and LEA, shall, at its own expense, defend, indemnify, and hold harmless the other Party, along with its elected and appointed councils, boards, commissions, employees, officers, directors, and agents, from and against any losses, liabilities, damages, penalties, costs, and fees–including, without limitation, reasonable attorneys' fees and expenses–arising from any claim or action, including, but not limited to, those related to bodily injury, death, or property damage, to the extent caused by or resulting from the active and/or passive negligence or willful misconduct of the indemnifying Party, its employees, officers, or agents under this Agreement.

**INSURANCE:**

TCSJ and LEA mutually agree that each shall maintain commercial general liability insurance or self-insurance, acceptable to both parties, with minimum coverage amounts of $1,000,000 per occurrence, $2,000,000 general aggregate, $1,000,000 automobile liability, and Workers' Compensation coverage as

required by applicable law. The evidence of insurance coverage shall be furnished upon request by a party to this agreement.

**TO BE COMPLETED BY THE EMPLOYING AGENCY:**

Type of Educational Agency

☐ County Office of Education ☑ District ☐ Charter Organization ☐ Non-Public School ☐ Private School

CDS Code (7 or 14 digit) 39-75499

Name of Agency: Tracy Unified School District

Mailing Address: 1875 W Lowell Ave., Tracy, CA 95376

Contact Person: Antonia Velasco

Telephone: 209-830-3260 Email: avelasco@tusd.net

**The signatures below indicate that the educational agency has agreed to the conditions of the Co-Sponsor Agreement and will act as co-sponsors for the 2025-2027 academic years.**

Name of Approving Official: Tammy Jalique

Position/Title: Associate Superintendent for Human Resources

Signature of Approving Official: _____ Date: _____

Signature of TCSJ Program Coordinator: _____ Date: _____

Signature of TCSJ Program Coordinator: _____ Date: _____

Signature of TCSJ President: _____ Date: _____

Signature of SJCOE Division Director of Operations: _____ Date: 2/28/25

**If you have any questions, please contact:**

| **Administrative Services Coordinator** | **Administrative Services Coordinator** | **Graduate Studies Support** |
|---|---|---|
| Myra Gardea-Hernández, Ed.D. | Anne-Marie Mason, M.Ed. | Sonnette Anderson |
| mgardeahernandez@sjcoe.net | anmason@sjcoe.net | sganderson@sjcoe.net |
| 209-468-9190 | 209-468-9172 | 209-953-2126 |

***Candidates will not be provided a fieldwork placement as part of their program standards without a current signed Co-Sponsor Agreement on file.***

TRACY
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources
**DATE:** March 6, 2025
**RE:** **Approve Preliminary Administrative Intern Agreement with Teachers College of San Joaquin**

**BACKGROUND:** Teachers College of San Joaquin offers an Administrative Preliminary Intern program. This program allows students to obtain a California Intern Administrative Services credential while they work on completing the California Commission on Teacher Credentialing (CTC) requirements to later earn their Preliminary Administrative Services credential. This agreement is valid from July 1, 2025, through June 30, 2027

**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:** No fiscal impact.

**RECOMMENDATION:** Approve Preliminary Administrative Intern Agreement with Teachers College of San Joaquin.

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

# Preliminary Administrative Services Intern Credential Program

## Co-Sponsor Agreement

## 2025 – 2027 Academic Years

This agreement, by and between Teachers College of San Joaquin's Preliminary Administrative Services Credential Program, hereinafter referred to as "TCSJ" (aka Program Sponsor), and the employing agency for the purpose of setting forth the operative conditions which will govern this partnership. TCSJ is a California Commission on Teacher Credentialing (CCTC) approved university administrative preparation program and is forming a partnership with the local education agency (LEA) who supports candidates in fieldwork as a component of the Preliminary Administrative Services Credential program. Teachers College of San Joaquin is a division within the San Joaquin County Office of Education.

When hiring an intern, a co-sponsor agreement between an employing agency and a CCTC-approved Program Sponsor must be in place to comply with CCTC requirements.

**TERMS OF AGREEMENT:**

The effective dates of this Co-Sponsor Agreement are for the academic years July 1, 2025 - June 30, 2027. Either party may terminate this agreement by submitting written notice to the other party.

**PROVISION OF PROPRIETARY AND COPYRIGHTED DOCUMENTS:**

LEA acknowledges that as a party to this agreement, they will be provided Program Components and Materials that contain documents that are protected by copyright and are considered proprietary by Teachers College of San Joaquin. LEA agrees that these documents and the language contained therein may not be reproduced or otherwise used without the express written consent of the Teachers College of San Joaquin. LEA agrees to hold harmless and indemnify Teachers College of San Joaquin for any legal expenses expended in the enforcement of this provision by Teachers College of San Joaquin.

**GENERAL PARTNERSHIP AGREEMENTS:**

A. TCSJ understands that the educational record of the candidate in the Preliminary Administrative Services Intern Credential program, employed by an education agency, is protected by The Family Educational Rights and Privacy Act (FERPA). As a result of this Co-Sponsor Agreement, the local education agency has a legitimate educational interest in determining the professional responsibility of the preliminary administrative services intern candidate. TCSJ agrees to protect the privacy of educational records concerning any candidate and will not transmit, share, or disclose any such records without the candidate's written consent, **except to other school officials who have a legitimate educational interest in the records. (34CFR§99.31)**;
B. Interns enrolled in the Preliminary Administrative Services Intern Credential program must:
    a. Be employed in or have access to a setting where video capture is permitted for candidate reflection and completion of the California Administrator Performance Assessments (CalAPAs);
    b. Be employed in a setting that will enable the candidate to demonstrate beginning mastery of all California Administrator Performance Expectations (CAPEs).

**RESPONSIBILITIES OF PROGRAM SPONSOR, TEACHERS COLLEGE OF SAN JOAQUIN (TCSJ):**

The Teachers College of San Joaquin (TCSJ) Preliminary Administrative Services Credential program acknowledges and agrees to:

A. Provide a Program Coordinator for the Administrative Services Credential program and communicate with the designated district contact person (typically within Human Resources);

B. Provide ongoing support and advisement for administrative interns throughout the program, including a coach for the administrative intern;

C. Provide program information, training, and support to the TCSJ administrative intern's coach;

D. Collaborate with the administrative intern's evaluator in supporting the intern's growth and progress;

E. Process the Administrative Services Intern Credential for the intern enrolled in the program;

F. Process the Preliminary Administrative Services Credential for the intern upon successful completion of the program when all credential requirements are met.

**RESPONSIBILITIES OF THE EMPLOYING DISTRICT:**

The employing district acknowledges and agrees to:

A. Collaborate with the TCSJ Program Coordinator to evaluate the intern's progress;

B. Comply with the CCTC-approved Preliminary Administrative Services Credential Program Standards;

C. Assign a contact person to communicate with TCSJ representatives as needed (listed at the bottom of this Co-Sponsor Agreement);

D. Ensure the intern candidate is an administrator of record in a minimum 0.5 FTE capacity;

E. Enable the candidate to attend TCSJ classes on time (5:00 pm start) for the completion of requirements for the TCSJ Preliminary Administrative Services Credential;

F. Acknowledge that should an intern not meet the program requirements of the TCSJ Preliminary Administrative Services Credential, including timely payment of tuition, the program may drop the intern, which we understand may create employment issues for the employing agency. TCSJ program personnel will consult with appropriate educational agency staff and the intern prior to this decision;

G. Recognize that interns will pay tuition/fees during their enrollment in the program and, if applicable, the employer will assist the TCSJ Student Accounts Office to establish a monthly payroll deduction of tuition for the intern. Credential recommendations cannot be made if the intern is not in "good financial standing". The employing agency is not responsible for non-payment by the intern.

H. Acknowledge that all university provided coaches are employees of the San Joaquin County Office of Education and have appropriate clearances (TB & fingerprints) for educational settings. If additional clearance is required, the employing agency will assume the related costs.

**CERTIFICATION OF NON-EMPLOYEE STATUS:**

A. Teachers College of San Joaquin certifies that at all times TCSJ is acting as an independent contractor and not as employee of the district;

B. TCSJ agrees to make no claim against the district for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that TCSJ is not entitled to any such benefits.

**TCSJ RIGHT OF RETENTION:**

TCSJ shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind created in the scope of services performed. No other use will be allowed except with permission from TCSJ. Proprietary materials will be exempted from this clause.

**INDEMNIFICATION:**

Except as stated in the Provision of Proprietary and Copyrighted Documents, each Party, SJCOE and LEA, shall, at its own expense, defend, indemnify, and hold harmless the other Party, along with its elected and appointed councils, boards, commissions, employees, officers, directors, and agents, from and against any losses, liabilities, damages, penalties, costs, and fees–including, without limitation, reasonable attorneys' fees and expenses–arising from any claim or action, including, but not limited to, those related to bodily injury, death, or property damage, to the extent caused by or resulting from the active and/or passive negligence or willful misconduct of the indemnifying Party, its employees, officers, or agents under this Agreement.

**INSURANCE:**

TCSJ and LEA mutually agree that each shall maintain commercial general liability insurance or self-insurance, acceptable to both parties, with minimum coverage amounts of $1,000,000 per occurrence, $2,000,000 general aggregate, $1,000,000 automobile liability, and Workers' Compensation coverage as required by applicable law. The evidence of insurance coverage shall be furnished upon request by a party to this agreement.

**TO BE COMPLETED BY THE EMPLOYING AGENCY:**

Type of Educational Agency

☐ County Office of Education ☑ District ☐ Charter Organization ☐ Non-Public School ☐ Private School

CDS Code (7 or 14 digit) 39-75499

Name of Agency: Tracy Unified School District

Mailing Address: 1875 W Lowell Ave., Tracy, CA 95376

Contact Person: Antonia Velasco

Telephone: 209-830-3260 Email: avelasco@tusd.net

**The signatures below indicate that the educational agency has agreed to the conditions of the Co-Sponsor Agreement and will act as co-sponsors for the 2025-2027 academic years.**

Name of Approving Official: Tammy Jalique

Position/Title: Associate Superintendent for Human Resources

Signature of Approving Official: _____ Date: _____

Signature of TCSJ Program Coordinator: _____ Date: _____

Signature of TCSJ Program Coordinator: _____ Date: _____

Signature of TCSJ President: _____ Date: _____

Signature of SJCOE Division Director of Operations: _____ Date: 2/28/25

**If you have any questions, please contact:**

| **Administrative Services Coordinator** | **Administrative Services Coordinator** | **Graduate Studies Support** |
|---|---|---|
| Myra Gardea-Hernández, Ed.D. | Anne-Marie Mason, M.Ed. | Sonnette Anderson |
| mgardeahernandez@sjcoe.net | anmason@sjcoe.net | sganderson@sjcoe.net |
| 209-468-9190 | 209-468-9172 | 209-953-2126 |

*Candidates will not be provided a fieldwork placement as part of their program standards without a current signed Co-Sponsor Agreement on file.*

TRACY
UNIFIED SCHOOL DISTRICT

# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education
**FROM:** Dr. Robert Pecot, Superintendent
**DATE:** February 27, 2025
**SUBJECT:** **Adopt Resolution No. 24-16 to Excuse Meeting Absence of Board Member**

**BACKGROUND**: Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to a hardship deemed acceptable by the board;"

**RATIONALE**: Board of Education member Denise Cheeseman was absent for the regular meeting of January 14, 2025. The Board of Education finds that Denise Cheesemans's absence from the meeting of January 14, 2025, was due to a hardship deemed acceptable by the Board of Education;

**FUNDING:** Unrestricted General Fund, Previously Budgeted.

**RECOMMENDATION:** Adopt Resolution No. 24-16 to Excuse Meeting Absence of Board Member.

**Prepared by:** Dr. Robert Pecot, Superintendent.

TRACY
UNIFIED SCHOOL DISTRICT

**TRACY UNIFIED SCHOOL DISTRICT**
**RESOLUTION NO. 24-16**
**RESOLUTION TO EXCUSE MEETING ABSENCE OF BOARD MEMBER**

**WHEREAS,** Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to illness or a hardship deemed acceptable by the board;"

**WHEREAS,** Board of Education member Denise Cheeseman was absent for the regular meeting held January 14, 2025, due to a hardship;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education finds that Denise Cheeseman's absence from the regular meeting of January 14, 2025, was due to a hardship deemed acceptable by the Board of Education;

**BE IT FURTHER RESOLVED** that the Board of Education therefore determines that Ms. Cheeseman shall be paid for her absence from the regular meeting of January 14, 2025, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of March 25, 2025.

Resolved this 25th day of March, 2025, at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES: NOES: ABSENT: ABSTENTION:

_____
President, Board of Education
Tracy Unified School District

Attest:
I certify that the foregoing resolution was adopted by the Board of Education of the Tracy Unified School District, County of San Joaquin, on the date shown above.

_____
Clerk
Board of Education
Tracy Unified School District

TRACY
UNIFIED SCHOOL DISTRICT

# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education
**FROM:** Dr. Robert Pecot, Superintendent
**DATE:** March 3, 2025
**SUBJECT:** **Approve the Governance Team Handbook**

**BACKGROUND**: The Board held a special meeting/board workshop on February 28, 2025. During that meeting, the Board reviewed the Governance Team Handbook and discussions were held on Board Protocols and how the board would like to proceed.

**RATIONALE:** This handbook changes represent the outcome of the information and procedures concluded from that special meeting.

**FUNDING:** N/A.

**RECOMMENDATION**: Approve the Governance Team Handbook.

**Prepared by:** Dr. Rob Pecot, Superintendent.

Tracy Unified School District

# Governance Team Handbook

TRACY
UNIFIED SCHOOL DISTRICT

**EDUCATION = OPPORTUNITY**

Approved Board of Trustees:

# Tracy Unified School District

## Governance Handbook ~~2023~~

## Board of Trustees

Jeremy Silcox, President
RG Fagin, Vice President
Lynn Dell Hawkins, Clerk
Olinga Alexander
Denise Cheeseman
Scott Secker
Diane Traina

## Superintendent

Robert Pecot, Ed.D.

## Structure – Board Protocols

Efficient Boards discuss and agree on the formal structures used by the Board and Superintendent in their functioning as a team and how they do business.

| | AGENDA AND MEETINGS |
|---|---|
| **1. Getting an Item ~~Something~~ on the Agenda** | *Principles*:<br>• Any Board member has the right to request, in writing to the Superintendent, at least one week before the meeting date that an item be placed on the agenda.<br>• The agenda belongs to the full Board.<br>• Members need to understand the process for making these requests.<br><br>Agreements:<br>The Board agenda shall be built implementing the following guidelines:<br>1. Board Member's recommendation. A Board member's recommendation of an agenda item should either:<br>a. be requested at a Board meeting; or<br>b. the Board Member should email the Superintendent or Board President, who will consider the request.<br>2. Board President's recommendation<br>3. Superintendent's recommendation<br>4. Input from staff. District personnel may recommend items to be placed on the Board agenda<br>5. Request by the public. Such requests will be in writing and reviewed by the Board President and Superintendent. |
| **2. Information Regarding Board Packet ~~Information~~** | *Principles:*<br>• Trustees are prepared for Board meetings and have reviewed agenda materials before each meeting.<br>• Trustees have equal access to information.<br>• The governance team demonstrates respect for staff.<br><br>Agreements:<br>1. Board Members may email the Superintendent anytime with questions regarding board meeting materials.<br>2. To ensure questions can be answered prior to the Board meeting, questions will be submitted by end of day Monday prior to the Board meeting, if possible, but no later than Tuesday at noon. |

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| | 3. The Superintendent will, if appropriate, share any question and answer with all Board Members by email. The Board trusts the Superintendent to make this judgment.<br>4. A majority of Board members shall not directly or electronically discuss, deliberate, or take action on any matter outside of Board meetings. |
| **3. Questions in Advance – ~~No~~ Avoid Surprises** | *Principle:*<br>• The governance team demonstrates respect for staff.<br><br>Agreements:<br>1. Trustees will, if possible, inform the Superintendent **or the appropriate Associate Superintendent/Director** in advance if they intend to ask a question at a Board meeting.<br>2. Trustees may not always anticipate questions in advance. If so, Trustees will let the Board and community know before asking.<br>For example: "I did not ask this in advance, so you may not have the answer here, but here..." |
| **4. Role of the President** | *Principles:*<br>• The Board wants its meetings to be effective, efficient, and carry out the will of the majority.<br>• The President manages the meeting in a manner consistent with the Board's agreements.<br><br>Agreement:<br>*1.* The Board gives the Board President permission to enforce the Board's agreements regarding the conduct of meetings. |
| **5. Meeting Decorum** | *Principle:*<br>• The Board wishes to conduct business in a professional and respectful manner.<br><br>Agreements:<br>1. Trustees and staff refer to each other by title and last name.<br>~~2. President will be referred to as Mr./Ms. President.~~<br>3. The President will recognize Trustees ~~in order.~~ **as comments occur in open discussion.**<br>4. The President may move the meeting by saying, "unless **there** any new ideas." |

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| **6. Public Comments at Meetings** | *Principles:*<br>• Public is treated respectfully.<br>• Board and Superintendent are responsive to public comment.<br>• The Board meeting is productive and efficient.<br><br>Agreements:<br>***Non-Agenda Items***:<br>1. Public comments are taken (placed on agenda).<br>2. Speakers are allocated 3-minutes per person and cannot share minutes with other speakers.<br>3. Comments can also be made on action items during this time; however, they cannot comment on the same issue under both non-agenda and agendized items.<br><br>***Agendized Items:***<br>1. President opens the item.<br>2. Staff reports on the item.<br>3. President calls for public comment.<br>4. President opens public comments and reminds the community of the guidelines for public comment.<br>a. Three-minute time limit per person per topic. Note: The President may, in consultation with the Board, adjust the time to accommodate large groups.<br>b. Comments must be within the purview / jurisdiction of the Board.<br>c. Public can comment on action items during this time or under hearing of delegations, but they may not address the Board twice.<br>5. Comments should be directed to the full Board.<br>6. The President will acknowledge each speaker and respond appropriately; can ask Superintendent to correct misinformation for the record.<br>a. Any Board member or the Superintendent may ask for clarifications of facts.<br>7. The President closes public comment.<br>8. Trustees shall remain neutral and refrain from responding to public comment.<br>9. The total time limit for public input on each item is 20 minutes.<br>a. With Board consent, the President may increase or decrease time allowed for public presentation, depending on topic and number of persons wishing to be heard. |

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| **7. Staff Reports** | *Principles* :<br>The Board:<br>• Receives sufficient information to do its work.<br>• Values the contributions of district staff.<br>• Keeps meetings focused and efficient.<br><br>Agreements:<br>1. Staff reports will be provided in advance unless unavoidable.<br>2. Staff reports should address as applicable:<br>a. Impact on students<br>b. District Priorities<br>c. Policy<br>d. Cost<br>e. Options & Alternatives<br>f. Rationale for Proposed Action<br>3. Guidelines for Staff<br>a. Focus on the most important aspects of the issue.<br>b. Avoid jargon<br>c. Don't read slides or reports to the Board. |
| **8. Deliberations** | *Principles*:<br>• Trustees are prepared for deliberation by advance study of Board materials.<br>• All Trustees have an opportunity to participate.<br>• All Trustees work to demonstrate understanding of the views of all Trustees.<br><br>Agreements:<br>In deliberations, and for responding to staff recommendations, the Board will reflect on:<br>1. District mission, values, and priorities<br>2. Policy<br>3. Budget<br>4. Impact on students<br>5. Community perspectives<br>6. Impact on other systems: Staff, Facilities, etc.<br>7. Reasonableness |

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| **9. Trustee Comments / Reports** | Agreements:<br>1. Trustees will attempt to keep comments less than 2 minutes.<br>2. Trustees will focus comments on:<br>a. Board development activity (may include professional reading, training, etc.)<br>b. District activities they have attended. |
| **10. Asking for Additional Information** | *Principle:*<br>• Only the Board may direct the Superintendent.<br><br>Agreements:<br>1. If a Board Member asks for additional information that is not readily available, the Board directs the Superintendent to present the request to the full Board at a Board meeting.<br>2. At the meeting, the Board Member can explain the request and the Superintendent can inform the Board how fulfilling the request will impact staff. |
| | **COMMUNICATION/GENERAL** |
| **11. Board – Superintendent Communication** | *Principles:*<br>• The Superintendent wishes to provide the Board with efficient, accurate information.<br>• The Board wishes to demonstrate respect for the Superintendent.<br>• Board members have access to the same information.<br><br>Agreements:<br>1. Board members will direct all district communication to the Superintendent, or the Superintendent's executive assistant.<br>a. The Superintendent will either answer or direct staff to answer the question.<br>b. The Superintendent uses his/her judgment to determine which information is shared and will respond to all Board members, without the original name of the Trustee who asked the question(s). |
| **12. Keeping the Board Informed** | *Principle*:<br>• Trustees have access to sufficient and equal information.<br><br>Agreement:<br>1. The Superintendent will inform the Board by email as soon as possible regarding serious issues that include, but are not limited to, liability exposure, media exposure, serious injury, unexpected/ dramatic staff issues, or other serious concerns. |

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| | a. The Superintendent exercises discretion and independent judgment on what to report to the Board.<br>b. When necessary, the Superintendent will provide the Board with talking points. |
| **13. Email Communication** | *Principles:*<br>• Trustees wish to avoid unintentional violations of the Brown Act.<br>• Governance team members wish to be courteous and responsive to each other.<br><br>Agreements:<br>1. If the Superintendent sends an email to all Board members and needs no response, he/she may indicate this by placing the words "No Reply Needed" in the subject header of the email.<br>2. If the Superintendent sends an email to all Board members and seeks a response, he/she may indicate this by placing the text "Reply Requested" in the subject header of the email.<br>a. Board members will use the "reply" function so that only the Superintendent receives the response. Members will not use "reply to all."<br>b. Governance team members will make every reasonable effort to respond to emails (and calls) within 24 hours. |
| **14. Avoiding Serial Meetings - Brown Act** | *Principle*:<br>• Trustees wish to avoid violations of the Brown Act.<br><br>Agreements:<br>1. When approached by 1 or 2 Trustees regarding a matter within the Board's jurisdiction, both Trustees will disclose whether they have discussed the matter with another Trustee.<br>2. If issue has been discussed by two other Board Members, the Trustees will stop the conversation. |
| **15. Visiting Schools** | *Principles*:<br>Trustees visit schools to:<br>• Demonstrate interest in student learning and support for the work of staff.<br>• See the connection between the work of the Board and the experience of students and staff. |

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| | Agreements:<br>1. As a courtesy, Board members inform the Superintendent's office when they plan to visit schools.<br>2. Board members call principals to schedule a visit.<br>3. Board members follow the school rules regarding visitors (e.x., sign in at the school office.)<br>4. Board members are careful not to make evaluative statements to school staff or students. |
| **16. Handling Complaints / Concerns from the Staff / Community**<br>***Note: Uniform Complaint Policy required by law*** | *Principles*:<br>• Treat others with respect.<br>• Support District policy and procedures regarding concerns or complaints.<br>• Board members stay within their role.<br><br>Agreements:<br>In responding to complaints, Board members will:<br>1. Receive – Listen, smile, and thank them.<br>2. Repeat – Explain their point to their satisfaction. ("Do you believe that I understand?" and/or "What would you like me to do for you?")<br>3. Remind – Explain that you have no authority as an individual.<br>4. Re-Direct – Direct them back into the system at the appropriate level.<br>5. Report –to Superintendent |

TRACY
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Tania Salinas, Assoc Supt of Business Services
**DATE:** March 5, 2025
**SUBJECT:** **Approve 2024-25 and 2025-26 Transportation Plan**

**BACKGROUND**: Tracy Unified School District's plan for offering transportation services to its pupils pursuant to the requirements in Education Code Section 39800.1. This plan describes the services for the 2024-25 and 2025-26 school years.

Home-to-School (HTS) Transportation Reimbursement was implemented by Assembly Bill (AB) 181 (Chapter 52, Statutes of 2022) and amended by AB 185 (Chapter 571, Statutes of 2022). It provides reimbursement funding for school districts and county offices of education (COEs) based on the prior year eligible transportation expenditures and prior year Local Control Funding Formula (LCFF) transportation related add-on funding.

**RATIONALE**: To provide reimbursement funding for school districts and county offices of education (COEs) based on the prior year eligible transportation expenditures and prior year Local Control Funding Formula (LCFF) transportation related add-on funding.

**FUNDING:** There is no cost to the District.

**RECOMMENDATION:** Approve 2024-25 and 2025-26 Transportation Plan.

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

# Transportation Plan
# 2024-25 and 2025-26

| Contact Name and Title | Email and Phone |
|---|---|
| Anthony Flores, Director of Maintenance, Operations and Transportation | anthonyflores@tusd.net 209-830-3216 |

The following is the Tracy Unified School District's plan for offering transportation services to its pupils pursuant to the requirements in Education Code Section 39800.1. This plan describes the services for the 2024-25 and 2025-26 school years. Prior to April 1 each year, the plan will be updated for the following school year.

## Plan Descriptions

General Summary of the transportation services the Tracy Unified School District provides.

Tracy Unified School District provides school bus transportation as a service within school district boundaries and is provided from the nearest school bus stop to the student's "Home School" based on the student's home address. Boundaries are defined as an approximate two-mile radius for TK-8 students and two-and-a-half-mile radius for 9-12 students from the student's home address. The current cost for a round-trip full year bus pass for the school year is $360.00. Semester and one-way plans are also available. School Bus Transportation of students (except for Special Needs Students) is not a requirement by law in the State of California and is provided as a service to the families of Tracy

Unified School District who are within the Board Approved Busing Areas. While our transportation services and bus stops are limited, we have attempted to provide the best services available within our limited resources.

Description of the Tracy Unified School District 's transportation services that are accessible to pupils with disabilities and homeless children and youth.

Pupils with disabilities and Special Education students whose Individualized Education Plan (IEP) designates curb-to-curb transportation are eligible for free transportation services. Transportation is also available free of charge for homeless and McKenny-Vento students.

Description of how unduplicated pupils access available home-to-school transportation at no cost to the pupils.

Tracy Unified School District provides Free or Reduced cost bus transportation for our Unduplicated student population. To qualify for Free or Reduced bussing the parent or guardian is required to provide the household income information in the yearly Student Verification Process. Qualification will be based on this information using the California Department of Education income eligibility scale.



Description of how the Tracy Unified School District will prioritize planned transportation services for pupils in transitional kindergarten, kindergarten, and any of grades 1 to 6, inclusive, and pupils who are low income.

Tracy Unified School District offers bussing to our transitional kindergarten and K-6 students. Tracy Unified School District will continue to prioritize their safe and efficient transportation to and from school. Tracy Unified School District prioritizes our lower income students to guarantee they receive the best opportunity to attend school daily.

Description of how plan was developed in consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents, pupils, and other stakeholders.

Tracy Unified School District's Transportation Department has sought educational partner engagement through surveys, virtual meetings and public forums. Feedback was taken into consideration as to how to provide equitable and safe transportation for Tracy Unified School District's students.

In consultation with the San Joaquin Valley Air Pollution Control District, TUSD is actively engaging the conversion to Zero Emission School buses and the applicable grants provided but the SJVAP Control District. This program provides funding for the purchase and installation of charging equipment, propane filling stations and renewable power generation systems to power covered sources. Eligible applicants are public school districts, JPAs, and privately owned yellow school buses that are contracted with a public school to transport public school children.

The District sent out a staff survey to all TUSD employees and were asked to rank on a scale of 1-5 a series of questions pertaining to the quality and safety of the Transportation Department.

The Transportation Department again received high marks (3s and 4s) in two key targets: 1. The School District provides transportation for Unduplicated Students and 2. School bus drivers provide a safe and comfortable ride to and from school. We received some low marks (2s) for offering adequate busing based on School Board approved boundaries. District boundaries are set at 2.5 miles as the crow flies. The District has worked with the City of Tracy to assist in areas outside of the boundaries to assist families getting their student to school at zero cost.

On February 12, 2025, the District held an open forum meeting where we invited parents/guardians and students to join us for a discussion regarding the Transportation Plan. The District received feedback with concerns regarding the lone bus stop for Delta Island students. Parent representative asked that we send communication to other parents regarding the need to park in designated areas at the business who allows us to utilize the parking lot.

| **Plan Adoption Date*** |
| --- |
| 3/25/2025 |

*Option to Provide Public Comments Remotely Was Available

# Estimated Expenditures

The following tables provide an estimate of the expenditures necessary to carry out the transportation plan.

**2024-25 School Year**

| Expenditure Category (Object Code) | Estimated Expenditures |
|---|---|
| Certificated Supervisors and Administrators Salaries (1300) | 0 |
| Classified Salaries (2200-2400) | 4,923,559 |
| Employee Benefits (3101-3902) | 2,451,503 |
| Books and Supplies (4200-4400) | 1,435,771 |
| Services and Other Operating Expenditures (5100-5900) | 168,590 |
| Capital Outlay (6400-6500) * | 0 |

**2025-26 School Year**

| Expenditure Category (Object Code) | Estimated Expenditures |
|---|---|
| Certificated Supervisors and Administrators Salaries (1300) | 0 |
| Classified Salaries (2200-2400) | 4,985,343 |
| Employee Benefits (3101-3902) | 2,488,276 |
| Books and Supplies (4200-4400) | 1,478,844 |
| Services and Other Operating Expenditures (5100-5900) | 173,648 |
| Capital Outlay (6400-6500) * | 0 |

*Capital Outlay is excluded from the home-to-school transportation reimbursement funding.

TRACY
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent
**FROM:** Tania Salinas, Assoc Supt of Business Services
**DATE:** March 4, 2025
**SUBJECT:** **Certify 2024-2025 Fiscal Year Second Interim Report**

**BACKGROUND**: Education Code Section 42130 and 42131 require that the superintendent of each school district shall submit two reports to the governing board of the district during each fiscal year. The first report shall cover the financial and budgetary status of the district for the period ending October 31. The second report shall cover the period ending January 31. Both reports shall be approved by the district governing board no later than 45 days after the close of the period being reported. All reports required by this subdivision shall be in a format or on forms prescribed by the Superintendent of Public Instruction, and shall be based on standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127. The reports, and supporting data, shall be maintained and made available by the school district for public review.

The governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year.

In addition to the AB1200 oversight responsibilities generated in 1992, additional oversight responsibilities were added in 2004 with AB2756 requiring the San Joaquin County Office of Education and the Tracy Unified School District board review the assumptions supporting the multiple year projections. These two levels of review are included with the Second Interim Report document.

Labor negotiations have not been completed for all bargaining groups for the 2024-25 school year. In addition, it should be noted that the district has been experiencing declining enrollment of approximately 250 students per year.

Based on current assumptions, the Second Interim Report confirms a positive review in which the district will be able to meet current obligations for the current and two subsequent fiscal years.

**FUNDING:** The second interim report generates no cost. It is merely a reporting of all projected revenues and expenses in the current and next two fiscal years. This report and the actions required to implement the changes will ensure the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent three fiscal years.

**RECOMMENDATION:** Certify 2024-2025 Fiscal Year Second Interim Report.

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

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services
**DATE:** March 5, 2025
**SUBJECT:** **Adopt Revised Board Policy 6142.5 Environmental Education (First Reading)**

**BACKGROUND:** Existing Board Policies related to Environmental Education are no longer current.

**RATIONALE:** The Tracy Unified School District (TUSD) needs to review, revise, and update current Board Policy 6142.5 Environmental Education, to reflect updated language.

**FUNDING**: There is no cost to the District.

**RECOMMENDATION:** Adopt Revised Board Policy 6142.5 Environmental Education (First Reading).

**Prepared by:** Dr. Dean Reese, Director of STEM Curriculum and Local Assessment.

# ENVIRONMENTAL EDUCATION

The Governing Board recognizes that schools play a crucial role in educating students ~~on environmental issues and preparing them to be the stewards of their natural resources. The quality of life in future generations will depend upon our students' willingness and ability to solve today's environmental problems and prevent new ones from developing.~~ about the relationship between humans and the natural world, and in preparing them to have the skills, knowledge, and principles needed to analyze and solve environmental problems at local, national, and global levels. The Board believes that all students should understand ecological systems and the impact of human action on such systems, including, but not limited to, climate change. The quality of life in future generations will depend upon our students' willingness and ability to solve today's environmental problems and prevent new ones from developing. The district's environmental education program shall promote environmental literacy and shall prepare students to be stewards of natural resources and live an environmentally sustainable lifestyle.

The district's local control and accountability plan may include local goals and priorities for environmental literacy.

The district's environmental education program may be taught across the district curriculum in science, history-social science, English language arts, health, and, to the extent practicable, mathematics. Such instruction shall be aligned with state-adopted standards and curriculum frameworks and may include, but not be limited to, the interactions and interdependence of human societies and natural systems, people's dependence and influence on natural systems, the ways that natural systems change and how people can benefit and influence that change, the fact that there are no boundaries to prevent matter from flowing between systems, and the fact that decisions affecting resources and natural systems are complex and involve many factors.

The district's program may also provide for active student participation in onsite resource conservation and management programs and the promotion of service learning partnerships. The Superintendent or designee may collaborate with other local educational agencies and/or community-based organizations to enhance the curriculum and learning experiences provided to students.

~~The Board desires to offer environmental education that fosters attitudes of personal responsibility toward the environment and provides students with the concepts, knowledge and skills needed to contribute meaningfully to decisions involving the environment and its resources. At all grade levels, environmental facts should be taught as they relate to each other, so that students will understand basic ecological principles and appreciate the interrelated nature of living processes, the effect of human activities on ecological relationships, and the interdependence of humanity and nature.~~

The Board encourages school and classroom activities to provide students with opportunities to recycle, conserve water and energy, use biodegradable materials when possible, and dispose of waste in an environmentally sound way.

The Superintendent or designee shall ensure that environment-based learning experiences are made available on an equitable basis and that the environmental literacy curriculum reflects the

linguistic, ethnic, and socioeconomic diversity of California.

As appropriate, the Superintendent or designee shall provide professional development for teachers in the development and effective implementation of curriculum and activities inside and outside of the classroom that promote environmental literacy.

~~The Board encourages staff to provide students with opportunities to increase their understanding of science and the interdependence of living things through the study of endangered species in local habitats and through participation in projects related to this study.~~

~~Students shall be offered the opportunity to participate in outdoor education programs.~~

**Legal Reference:**

~~EDUCATION CODE~~

| | |
|---|---|
| ~~8700-8707~~ | ~~Environmental education~~ |
| ~~8720-8723~~ | ~~Conservation education service~~ |
| ~~8760~~ | ~~Authorization of outdoor science and conservation program~~ |
| ~~51210~~ | ~~Areas of study, grades 1-6~~ |
| ~~51220~~ | ~~Areas of study, grades 7-12~~ |
| ~~52760-52764~~ | ~~Endangered species education project~~ |

| State | Description |
|---|---|
| Ed. Code 33541 | Science requirements |
| Ed. Code 37222 | John Muir; recognition of his contributions |
| Ed. Code 51210 | Course of study for grades 1-6 |
| Ed. Code 51220 | Course of study for grades 7-12 |
| Ed. Code 51227.3 | Environmental principles and concepts |
| Ed. Code 51795-51798 | School instructional gardens |
| Ed. Code 60041 | Ecological systems and their protection |
| Ed. Code 8700-8707 | Environmental education |
| Ed. Code 8720-8723 | Conservation education service |
| Ed. Code 8760-8773 | Outdoor science, conservation, and forestry |
| Pub. Res. Code 71300-71305 | Statewide environmental education |
| **Management Resources** | **Description** |
| Website | CSBA District and County Office of Education Legal Services |
| Website | North American Association for Environmental Education |
| Website | Green Schoolyards America, National COVID-19 Outdoor Learning Initiative |
| Website | Green Schoolyards America |
| Website | California Department of Education, Environmental Education and Environmental Literacy |
| Website | California Education and the Environment Initiative |
| Website | California Regional Environmental Education Community |

**Cross References**

| Code | Description |
|---|---|
| 0410 | Nondiscrimination In District Programs And Activities |
| 0415 | Equity |

| | |
|---|---|
| 0460 | Local Control And Accountability Plan |
| 0460 | Local Control And Accountability Plan |
| 1400 | Relations Between Other Governmental Agencies And The Schools |
| 3260 | Fees And Charges |
| 3260 | Fees And Charges |
| 3510 | Green School Operations |
| 3511 | Energy And Water Management |
| 3511 | Energy And Water Management |
| 3511.1 | Integrated Waste Management |
| 3511.1 | Integrated Waste Management |
| 3514 | Environmental Safety |
| 3514 | Environmental Safety |
| 4131 | Staff Development |
| 5030 | Student Wellness |
| 6000 | Concepts And Roles |
| 6011 | Academic Standards |
| 6141 | Curriculum Development And Evaluation |
| 6141 | Curriculum Development And Evaluation |
| 6142.3 | Civic Education |
| 6142.4 | Service Learning/Community Service Classes |
| 6142.8 | Comprehensive Health Education |
| 6142.8 | Comprehensive Health Education |
| 6142.93 | Science Instruction |
| 6143 | Courses Of Study |
| 6143 | Courses Of Study |
| 6153 | School-Sponsored Trips |
| 6153 | School-Sponsored Trips |

TUSD Adopted: 9/23/97

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services
**DATE:** March 5, 2025
**SUBJECT:** **Adopt Revised Board Policy 6142.92 Math Instruction (First Reading)**

**BACKGROUND:** Existing Board Policies related to Math Instruction are no longer current.

**RATIONALE:** The Tracy Unified School District (TUSD) needs to review, revise, and update current Board Policy 6142.92 Math Instruction, to reflect updated language.

**FUNDING**: There is no cost to the District.

**RECOMMENDATION:** Adopt Revised Board Policy 6142.92 Math Instruction (First Reading).

**Prepared by:** Dr. Dean Reese, Director of STEM Curriculum and Local Assessment.

# MATHEMATICS INSTRUCTION

~~The Governing Board desires to offer a rigorous mathematics program that provides a strong foundation in basic mathematical skills and prepares students to apply mathematics in real life. The Superintendent or designee shall develop grade level curricula that offer a balanced instructional program, including but not limited to:~~

~~1. Basic mathematical skills: quantification, basic facts, sorting and classification, and computational skills including addition, subtraction, multiplication, division, fractions, decimals, squares and square roots.~~

~~2. Conceptual understanding: knowledge and application of facts and definitions, identification of principles, understanding of relationships among mathematical concepts, recognition and application of signs, symbols and terms.~~

~~3. Problem solving: use of mathematical concepts, skills, tools and reasoning strategies to formulate and solve problems in a variety of situations.~~

~~The mathematics program shall develop such knowledge and skills in the subject areas of numbers, measurement, geometry, functions, statistics and probability, logic algebra and discrete mathematics. Students should know, understand and demonstrate concepts through their application to classroom and real life situations.~~

~~The Superintendent or designee shall ensure that all students have many opportunities to take the full range of mathematics course options.~~

~~The Board shall establish specific content and performance standards in mathematical skills, concepts and problem solving ability for each grade level. Students at risk of failing to meet performance standards shall receive additional assistance and intervention.~~

~~The Superintendent or designee shall ensure that certificated staff have opportunities to participate in professional development activities designed to increase their knowledge and skills in effective mathematics teaching practices.~~

~~Students shall have access to sufficient instructional materials, including manipulatives and technology, to support a balanced mathematics program.~~

The Governing Board desires to offer a rigorous mathematics program that progressively develops the knowledge and skills students will need to succeed in college and career. The district's mathematics program shall be designed to teach mathematical concepts in the context of real-world situations and to help students gain a strong conceptual understanding, a high degree of procedural skill and fluency, and ability to apply mathematics to solve problems.

For each grade level, the Board shall adopt academic standards for mathematics that meet or exceed the Common Core State Standards. The Superintendent or designee shall develop or select curricula that are aligned with these standards and the state curriculum framework.

TUSD Adopted: 9/23/97

The district's mathematics program shall address the following standards for mathematical practices which are the basis for mathematics instruction and learning:

1. Overarching habits of mind of a productive mathematical thinker: Making sense of problems and persevering in solving them; attending to precision

2. Reasoning and explaining: Reasoning abstractly and quantitatively; constructing viable arguments and critiquing the reasoning of others

3. Modeling and using tools: Modeling with mathematics; using appropriate tools strategically

4. Seeing structure and generalizing: Looking for and making use of structure; looking for and expressing regularity in repeated reasoning

In addition, the program shall be aligned with grade-level standards for mathematics content.

For grades K-8, content shall address, at appropriate grade levels, counting and cardinality, operations and algebraic thinking, number and operations in base ten, fractions, measurement and data, geometry, ratios and proportional relationships, functions, expression and equations, the number system, and statistics and probability. Students shall learn the concepts and skills that prepare them for the rigor of higher mathematics.

For higher mathematics, the district shall offer a pathway of courses through which students shall be taught concepts that address number and quantity, algebra, functions, modeling, geometry, and statistics and probability.

The Superintendent or designee shall ensure that students are appropriately placed in mathematics courses and are not required to repeat a course that they have successfully completed in an earlier grade level. Placement decisions shall be based on consistent protocols and multiple academic measures.

The Superintendent or designee shall ensure that certificated staff have opportunities to participate in professional development activities designed to increase their knowledge and skills in effective mathematics teaching practices.

The Superintendent or designee shall ensure that students have access to sufficient instructional materials, including manipulatives and technology, to support a balanced, standards-aligned mathematics program.

The Superintendent or designee shall provide the Board with data from state and district mathematics assessments and program evaluations to enable the Board to monitor program effectiveness.

**Legal Reference:**

~~EDUCATION CODE~~
~~51210 Areas of study, grades 1 through 6~~

TUSD Adopted: 9/23/97

**~~Management Resources:~~**

~~CDE PUBLICATIONS~~
~~Improving Mathematics Achievement for All California Students: The Report of the California Mathematics Task Force, 1995~~
~~Mathematics Framework for California Public Schools, 1992~~

| State | Description |
|---|---|
| Ed. Code 51210 | Course of study for grades 1-6 |
| Ed. Code 51220 | Course of study for grades 7-12 |
| Ed. Code 51224.5 | Algebra in course of study for grades 7-12 |
| Ed. Code 51224.7 | California Mathematics Placement Act of 2015 |
| Ed. Code 51225.3 | High school graduation requirements |
| Ed. Code 51284 | Financial literacy |
| Ed. Code 60605 | State-adopted content and performance standards in core curricular areas |
| Ed. Code 60605.8 | Common Core standards |

| Management Resources | Description |
|---|---|
| California Department of Education Publication | Mathematics Framework for California Public Schools: Kindergarten Through Grade Twelve, 2013 |
| California Department of Education Publication | California Common Core State Standards: Mathematics, rev. January 2013 |
| Common Core State Standards Initiative Publication | Appendix A: Designing High School Mathematics Courses Based on the Common Core State Standards |
| CSBA Publication | Governing to the Core, Governance Briefs |
| Website | CSBA District and County Office of Education Legal Services |
| Website | Common Core State Standards Initiative |
| Website | CSBA |
| Website | California Department of Education |

**Cross References**

| Code | Description |
|---|---|
| 0440 | District Technology Plan |
| 0440 | District Technology Plan |
| 0460 | Local Control And Accountability Plan |
| 0460 | Local Control And Accountability Plan |
| 0500 | Accountability |
| 1312.2 | Complaints Concerning Instructional Materials |
| 1312.2 | Complaints Concerning Instructional Materials |
| 1312.2-E(1) | Complaints Concerning Instructional Materials |
| 1312.4 | Williams Uniform Complaint Procedures |
| 1312.4-E(1) | Williams Uniform Complaint Procedures |
| 1312.4-E(2) | Williams Uniform Complaint Procedures |
| 4131 | Staff Development |

TUSD Adopted: 9/23/97

| | |
|---|---|
| 4331 | Staff Development |
| 5148.2 | Before/After School Programs |
| 5148.2 | Before/After School Programs |
| 6011 | Academic Standards |
| 6120 | Response To Instruction And Intervention |
| 6141 | Curriculum Development And Evaluation |
| 6141 | Curriculum Development And Evaluation |
| 6141.4 | International Baccalaureate Program |
| 6142.93 | Science Instruction |
| 6143 | Courses Of Study |
| 6143 | Courses Of Study |
| 6146.1 | High School Graduation Requirements |
| 6152.1 | Placement In Mathematics Courses |
| 6152.1 | Placement In Mathematics Courses |
| 6161.1 | Selection And Evaluation Of Instructional Materials |
| 6161.1 | Selection And Evaluation Of Instructional Materials |
| 6161.1-E(1) | Selection And Evaluation Of Instructional Materials |
| 6161.11 | Supplementary Instructional Materials |
| 6162.5 | Student Assessment |
| 6162.51 | State Academic Achievement Tests |
| 6162.51 | State Academic Achievement Tests |
| 6163.1 | Library Media Centers |
| 6172 | Gifted And Talented Student Program |
| 6172 | Gifted And Talented Student Program |
| 6176 | Weekend/Saturday Classes |
| 6179 | Supplemental Instruction |
| 6190 | Evaluation Of The Instructional Program |

TRACY
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services
**DATE:** March 5, 2025
**SUBJECT:** **Adopt Revised Board Policy 6142.93 Science Instruction (First Reading)**

**BACKGROUND:** Existing Board Policies related to Science Instruction are no longer current.

**RATIONALE:** The Tracy Unified School District (TUSD) needs to review, revise, and update current Board Policy 6142.93 Science Instruction, to reflect updated language.

**FUNDING**: There is no cost to the District.

**RECOMMENDATION:** Adopt Revised Board Policy 6142.93 Science Instruction (First Reading).

**Prepared by:** Dr. Dean Reese, Director of STEM Curriculum and Local Assessment.

# SCIENCE INSTRUCTION

The Governing Board believes that science education should focus on giving students an understanding of the biological, physical, earth, and space science aspects of science, key scientific concepts, and methods of scientific inquiry and investigation ~~a capacity for scientific ways of thinking~~. Students should become familiar with the natural world and the interrelation of science, technology, engineering, and mathematics. As part of ~~their~~ science instruction, students should learn how to apply scientific knowledge and reasoning ~~ways of thinking for individual and social purposes~~.

~~As a matter of principle, science teachers are professionally bound to limit their teaching to content that meets the criteria of scientific fact, hypothesis and theory as these terms are used in natural sciences. A scientific fact is an understanding based on confirmable observations and is subject to test and rejection. A scientific hypothesis is an attempt to frame a question as a testable proposition. A scientific theory organizes and explains a range of natural phenomena on the basis of facts and hypotheses. Scientific theories are constantly subject to testing, modification and refutation as new evidence and new ideas emerge.~~

Philosophical and religious theories that are based, at least in part, on faith and are not subject to scientific test and refutation, shall not be discussed during science instruction. It is recognized that the IB and AP curricula may include the study and discussion of the impact of philosophy on the development of scientific knowledge and understanding. ~~Such beliefs shall not be discussed in science classes, but may be addressed in the social science and language arts curricula.~~

The district's academic standards for science instruction shall meet or exceed the California Next Generation Science Standards (CA-NGSS). The Superintendent or designee shall ensure that curricula used in district schools are aligned with these standards and the state curriculum framework.

The Superintendent or designee shall ensure that students have access to and are enrolled in a broad course of study including science courses.

The Superintendent or designee shall provide certificated staff with opportunities to participate in professional development activities designed to enhance their knowledge of district-adopted academic standards, instructional strategies for teaching science, and changes in scientific theories.

The Superintendent or designee shall develop and implement appropriate safety measures for science laboratory classes, including, but not limited to: staff and student safety training, use of eye safety devices, hearing protection, first aid procedures, regular equipment maintenance, safe use of heat sources, safe use and disposal of hazardous chemicals, proper ventilation, prevention of exposure to bloodborne pathogens from sharp instruments, fire prevention and control, an emergency response plan, and evacuation procedures. It is encouraged that parents/guardians be informed of the types of science laboratory activities that will be conducted. It is encouraged that parents/guardians sign lab safety agreements for the safe participation of their child in science laboratory activities.

The Superintendent or designee shall provide the Board with data from state and district science assessments and program evaluations to enable the Board to monitor program effectiveness.

**Legal Reference:**

~~EDUCATION CODE~~
~~51210 Areas of study, grades 1 through 6~~
~~51220 Areas of study, grades 7 through 12~~

~~**Management Resources:**~~

~~CDE PUBLICATIONS~~
~~Science Framework for California Public Schools, 1990~~

~~SBE POLICIES~~
~~Policy Statement on the Teaching of Natural Sciences, January 13, 1989~~

| State | Description |
|---|---|
| 5 CCR 14030 | Preliminary procedure, planning and approval of school facilities |
| 8 CCR 5191 | Chemical hygiene plan |
| Ed. Code 32030-32034 | Eye safety |
| Ed. Code 32255-32255.6 | Student's right to refrain from harmful or destructive use of animals |
| Ed. Code 33475-33475.5 | Model curriculum on stem cell science |
| Ed. Code 49340-49341 | Hazardous substances education |
| Ed. Code 51210 | Course of study for grades 1-6 |
| Ed. Code 51210.3 | Elementary science coach |
| Ed. Code 51220 | Course of study for grades 7-12 |
| Ed. Code 51225.3 | High school graduation requirements |
| Ed. Code 52060-52077 | Local control and accountability plan |
| Ed. Code 60640-60648.5 | California Assessment of Student Performance and Progress |
| Ed. Code 8774 | Residential outdoor science program |

| Management Resources | Description |
|---|---|
| California Department of Education Publication | Next Generation Science Standards Systems Implementation Plan for California, 2014 |
| California Department of Education Publication | Science Safety Handbook for California Public Schools, 2014 |
| California Department of Education Publication | California Next Generation Science Standards, 2013 |
| California Department of Education Publication | Science Framework for California Public Schools: Kindergarten Through Grade 12, 2016 |
| CSBA Publication | Supporting Implementation of the California Next Generation Science Standards (CA-NGSS), Governance Brief, November 2016 |
| Website | CSBA District and County Office of Education Legal Services |
| Website | U.S. Department of Education, STEM Education |

| | |
|---|---|
| Website | California Science Teachers Association |
| Website | California Alliance for Next Generation Science Standards |
| Website | California Department of Education |
| Website | CSBA |

**Cross References**

| Code | Description |
|---|---|
| 0440 | District Technology Plan |
| 0440 | District Technology Plan |
| 0460 | Local Control And Accountability Plan |
| 0460 | Local Control And Accountability Plan |
| 0500 | Accountability |
| 3511 | Energy And Water Management |
| 3511 | Energy And Water Management |
| 3511.1 | Integrated Waste Management |
| 3511.1 | Integrated Waste Management |
| 3514.1 | Hazardous Substances |
| 3514.1 | Hazardous Substances |
| 4119.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4119.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4119.42-E(1) | Exposure Control Plan For Bloodborne Pathogens |
| 4131 | Staff Development |
| 4157 | Employee Safety |
| 4157 | Employee Safety |
| 4219.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4219.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4219.42-E(1) | Exposure Control Plan For Bloodborne Pathogens |
| 4257 | Employee Safety |
| 4257 | Employee Safety |
| 4319.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4319.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4319.42-E(1) | Exposure Control Plan For Bloodborne Pathogens |
| 4331 | Staff Development |
| 4357 | Employee Safety |
| 4357 | Employee Safety |
| 5141.22 | Infectious Diseases |
| 5141.22 | Infectious Diseases |
| 5142 | Safety |
| 5142 | Safety |
| 5145.8 | Refusal To Harm Or Destroy Animals |
| 5148.2 | Before/After School Programs |
| 5148.2 | Before/After School Programs |
| 6011 | Academic Standards |
| 6141 | Curriculum Development And Evaluation |
| 6141 | Curriculum Development And Evaluation |
| 6141.2 | Recognition Of Religious Beliefs And Customs |
| 6141.2 | Recognition Of Religious Beliefs And Customs |
| 6141.4 | International Baccalaureate Program |
| 6142.1 | Sexual Health And HIV/AIDS Prevention Instruction |
| 6142.1 | Sexual Health And HIV/AIDS Prevention Instruction |
| 6142.5 | Environmental Education |
| 6142.92 | Mathematics Instruction |

| | |
|---|---|
| 6143 | Courses Of Study |
| 6143 | Courses Of Study |
| 6146.1 | High School Graduation Requirements |
| 6161.1 | Selection And Evaluation Of Instructional Materials |
| 6161.1 | Selection And Evaluation Of Instructional Materials |
| 6161.1-E(1) | Selection And Evaluation Of Instructional Materials |
| 6161.11 | Supplementary Instructional Materials |
| 6162.51 | State Academic Achievement Tests |
| 6162.51 | State Academic Achievement Tests |
| 6172 | Gifted And Talented Student Program |
| 6172 | Gifted And Talented Student Program |
| 6179 | Supplemental Instruction |

TUSD Adopted: 9/23/97

TRACY
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Tammy Jalique, Assoc. Supt. for Human Resources
**DATE:** February 26, 2025
**RE:** **Approve a Declaration for a Provisional Internship Permit**

**BACKGROUND:** In response to the phasing out of emergency permits, the California Commission on Teacher Credentialing instituted the use of the Provisional Internship Permit (PIP) effective July 1, 2005. It allows an employing agency to fill staffing needs by hiring individual(s) who have not yet met the subject matter competence requirement for an internship program. This permit can only be requested by the employment agency. The permits are issued for one year and service is restricted to that employment agency.

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

**FUNDING:** There is no fiscal impact.

**RECOMMENDATION:** Approve a Declaration for a Provisional Internship Permit.

**Prepared by:** Tammy Jalique, Associate Superintendent for 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 has decided to employ the following teachers under a Provisional Internship Permit. During the permit's validity period, they will receive orientation, guidance, and support. Additionally, they will get help with meeting subject matter, as needed. Upon meeting the credential program's prerequisite requirements, including meeting subject matter competency, teachers will be eligible to join an internship program.

Valeria Hernandez, Special Education, Central Elementary

**AYES:**
**NOES:**
**ABSTAIN:**
**ABSENT:**

_____
Board President

Date: _____

**ATTEST:**

_____
Board Vice President

Date: _____

TRACY
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources
**DATE:** March 14, 2025
**SUBJECT:** **Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2025-2026 School Year**

**BACKGROUND:** For the 2025-2026 reopener agreement contract negotiations, TEA is requesting to meet and negotiate the following articles:

- Article VI – Hours
- Article VII – Duties

**FUNDING:** N/A.

**RECOMMENDATION:** Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2025-2026 School Year.

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

## Jalique, Tammy

**From:** Olsen, Stephanie
**Sent:** Friday, March 7, 2025 4:07 PM
**To:** Jalique, Tammy
**Subject:** Submission of Sunshine Proposals for 2025/2026 Negotiations

Good afternoon, Tammy,

I hope this message finds you well. As part of the sunshine process for the 2025-2026 bargaining year, I am submitting the list of articles that TEA intends to open for negotiations:

- **Article VI – Hours**
- **Article VII – Duties**

TEA recognizes the uncertainties surrounding the budget and is committed to negotiating creative solutions and language that will provide teachers with more time to focus on instruction and lesson preparation.



Please let me know if you need any additional information. I would be happy to further discuss the areas in **Article VI and Article VII** where TEA sees opportunities for improvement to better support teachers.

Thank you,
Stephanie
Lead Negotiator, TEA


# Stephanie Olsen
K-1 SDC Teacher
Bohn Elementary
350 E. Mt. Diablo
Tracy, CA 95376
(209) 830-3300
solsen@tusd.net


**Go for Gold!**

*"You can't put a limit on anything. The more you dream, the farther you get." - Michael Phelps*

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TRACY
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources
**DATE:** March 14, 2025
**SUBJECT:** **Acknowledge Receipt of California School Employees Association's (CSEA) Sunshine Proposal for the 2025-2026 School Year**

**BACKGROUND:** For the 2025-2026 reopener agreement contract negotiations, CSEA is requesting to meet and negotiate the following articles:

- Article XLI – Summer School
- Article XLII – Year Round Education

**FUNDING:** N/A.

**RECOMMENDATION:** Acknowledge Receipt of California School Employees Association's (CSEA) Sunshine Proposal for the 2025-2026 School Year.

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

AFL-CIO

California School Employees Association

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Stockton, CA 95210

(209) 472-2170
(800) 757-4229

www.csea.com

Adam Weinberger
*Association President*

Keith Pace
*Executive Director*

*Member of the AFL-CIO*

*The nation's largest independent classified employee association*

March 7, 2025

***VIA EMAIL only***
rpecot@tusd.net

Robert Pecot, Superintendent
Tracy Unified School District
1875 W Lowell Avenue
Tracy, CA 95376

**RE: CSEA Initial Proposal to complete 2025-2026 Reopener**

Dear Superintendent Pecot,

Pursuant to Government Code Section 3547, the California School Employees Association and its Tracy Chapter #098 (CSEA) hereby presents its initial proposal to complete the 2025-2026 reopener negotiations:

**Article XLI: SUMMER SCHOOL**

- **CSEA proposes language cleanup to align with current Education Code regarding additional assignments between instructional years.**

**Article XLII: YEAR ROUND EDUCATION**

- **CSEA proposes to eliminate this Article as unnecessary since there is no longer Year Round Education in Tracy Unified.**

In order to comply with the public notice requirements, please present CSEA's initial proposal at the next scheduled District board meeting. CSEA is prepared to commence negotiations after the completion of the public notice provisions.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Debra Ladwig
Labor Relations Representative

DL/mk
Enclosure: 2025-2026 IP REO
Cc: Michael Caulfield, Chapter President
Toni Thompson, Regional Representative 42
Rosemarie Lopes-Horn, Area Director E
Vanessa Cervantez, Field Director
098 file