NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
April 8, 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: None.

3.2 Educational Services:

3.2.1 Finding of Facts: 24/25#44, 24/25#46, 24/25#47, 24/25#48, 24/25#49

3.2.2 Reinstatements: AR#24-25/#34

Action: Motion__; Second__. **Vote:** Yes___ ; No _; Absent ; Abstain

3.2.3 Board Waiver: WMS#10354379

Action: Motion__; Second__. **Vote:** Yes___ ; No ; Absent ; Abstain

3.2.4 Early Graduation: TISCS#10330213, TISCS#10327502, TISCS# 10356569, TISCS#10363679, TISCS#10357633

Action: Motion__; Second__. **Vote:** Yes___ ; No _; Absent ; Abstain

3.2.5 Approve Funding for Confidential Settlement Agreement

Action: Motion__; Second__. **Vote:** Yes ; No ; Absent ; Abstain

3.3 Human Resources:

3.3.1 Consider Unpaid Leave of Absence for Certificated Employee #UC - 1411

Action: Motion__; Second__. **Vote:** Yes_ ; No ; Absent ; Abstain

3.3.2 Consider Leave of Absence Requests for Certificated Employees: #UC-1392 Modified, #UC-1393 Modified, Pursuant to Article XX

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

3.3.3 Release Probationary Classified Employee #UCL-520 Utility Person II
Action: Motion__; Second__. **Vote:** Yes___; No ; Absent___; Abstain
3.3.4 Public School Employment: Superintendent
Governent Code §54957
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.5 Consider Public Employee/Employment/Discipline/Dismissal/Release
Government Code §54957
Action: Motion__; Second__. **Vote:** Yes___; No __; Absent___; Abstain _
3.3.6 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 Action Taken on Finding of Facts: 24/25#44, 24/25#46, 24/25#47, 24/25#48,
3.2.1 24/25#49
Action: Motion ____ Second ___. **Vote:** Yes___; No___; Absent___; Abstain __
6b Report Out of Action Taken on Reinstatements: AR#24-25/#34
3.2.2
Action: **Vote:** Yes __; No___; Absent ___; Abstain ___
6c Report Out of Action Taken on Board Waivers: WMS#10354379
3.2.3
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6d Report Out of Action Taken on Early Graduation: TISCS#10330213,
3.2.4 TISCS#10327502, TISCS#10356569, TISCS#10363679, TISCS#10357633
Action: **Vote:** Yes___; No ___; Absent ; Abstain
6e Report Out of Action Taken on Approve Funding for Confidential Settlement
3.2.5 Agreement
Action: **Vote:** Yes __; No __; Absent___; Abstain ___
6f Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.1 Certificated Employee #UC - 1411
Action: **Vote:** Yes___; No___; Absent ; Abstain
6g Report Out of Action Taken on Consider Leave of Absence Requests for
3.3.2 Certificated Employees: #UC-1392 Modified, #UC-1393 Modified, Pursuant to Article XX
Action: **Vote:** Yes___; No___; Absent __; Abstain
6h Report Out of Action Taken on Release Probationary Classified Employee
3.3.3 #UCL-520 Utility Person II
Action: **Vote:** Yes_ _; No___; Absent___; Abstain ___

7. Approve Regular Minutes of March 25, 2025: **1-6**
Action: Motion__ ; Second __. **Vote:** Yes ; No ; Absent ; Abstain

8. Student Representative Reports:
8.1 Tracy High School FFA: Tanner Araujo, Abigail Avila
8.2 West High School FFA: Alina Gutierrez, Jayden Nunez

9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
   9.1 Recognize the Outstanding Employees of the Spring Term for the 2024-25 School Year 7
   9.2 Alternative Education

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.

   10.2 Educational Services:
   10.2.1 Receive Report on Instructional Materials Adoptions **8-9**

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 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **10-13**
   13.1.2 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District **14-15**

   13.2 Educational Services:
   13.2.1 Receive Update on Quarterly Williams Complaint Report for the Quarter Ending April 15, 2025 **16-17**
   13.2.2 Approve Agreement for Contract Services Between Science Alliance and George Kelly School during the 2024-2024 School Year **18-22**
   13.2.3 Ratify Agreement for Contract Services between Sow A Seed Community Foundation and Merrill F. West High School for the 2024-2025 School Year **23-30**
   13.2.4 Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda **31-32**
   13.2.5 Approve Agreement for Contract Services Between Nico Herron and George & Evelyn Stein High School for CTE Barbering Consultant Services in the 2024-2025 School Year **33-7**
   13.2.6 Approve to Increase Funding for Alegre Care Inc., dba Alegre Home Care and Staffing for the Remainder of the 2024-2025 School Year **38-41**

13.2.7	Approve Out-of-State Travel to Itasca, Illinois for a Customer Panel Invitation to the 2025 Riverside Insights Growth Summit	**42**
13.2.8	Ratify Agreement for Contract Services between 360 Customer and Williams Middle School for the 2024-2025 School Year	**43-46**

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	**47-48**
13.3.2	Approve Classified, Certificated, and/or Management Employment	**49-50**
13.3.3	Approve Teacher IMPACT Intern Agreement with Teachers College of San Joaquin	**51-59**
13.3.4	Approve Intern Teacher Agreement with San Jose State University	**60-68**
13.3.5	Approve Classified Calendars for the 2025-2026 School Year	**69-77**

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

14.1 Administrative & Business Services:

14.1.1	Approve the Agreement for the Tracy Unified School District TK Classrooms, Phase 3 Project (Site Work Development at Various Sites)	**78-80**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent : Abstain__.	
14.1.2	Approve Agreements for the Tracy Unified District Reroofing Project Bid No. 2024/25-01	**81-83**
Action:	Motion___; Second___. **Vote:** Yes _; No ; Absent ; Abstain .	
14.1.3	Approve Agreements for the Louis Bohn Elementary School Reroofing Project Bid No. 2024/25-02	**84-86**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent _; Abstain .	
14.1.4	Approve Agreements for the Art Freiler School Reroofing Project Bid No. 2024/25-04	**87-89**
Action:	Motion___; Second___. **Vote:** Yes__; No ; Absent ; Abstain _.	
14.1.5	Approve Agreements for the George Kelly School Reroofing Project Bid No. 2024/25-05	**90-92**
Action:	Motion ; Second___. **Vote:** Yes _; No__; Absent ; Abstain .	
14.1.6	Approve Agreements for the Stein High School Reroofing Project Bid No. 2024/25-03	**93-95**
Action:	Motion___; Second___. **Vote:** Yes_ ; No ; Absent _; Abstain__.	

14.2 Educational Services:

14.2.1	Adopt Revised Board Policy 6142.5 Environmental Education (Second Reading)	**96-99**
Action:	Motion___; Second___. **Vote:** Yes ; No_ ; Absent__; Abstain__.	
14.2.2	Adopt Revised Board Policy 6142.92 Math Instruction (Second Reading)	**100-104**
Action:	Motion___; Second___. **Vote:** Yes ; No ; Absent ; Abstain__.	
14.2.3	Adopt Revised Board Policy 6142.93 Science Instruction (Second Reading)	**105-109**
Action:	Motion___; Second___. **Vote:** Yes ; No ; Absent ; Abstain .	

14.3 Human Resources:

14.3.1	Approve Increase to Certificated Substitute Rates of Pay	**110-111**
Action:	Motion___; Second __. **Vote:** Yes : No__: Absent : Abstain__.	
14.3.2	Receive the District's Initial Bargaining Proposal for the Tracy Educators' Association for the 2025-2026 School Year, Pending Public Input	**112**
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 22, 2025
17.2 May 13, 2025
17.3 May 27, 2025
17.4 June 10, 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, March 25, 2025

6:30 PM: **1-3.** Vice President Fagin called the meeting to order and adjourned to closed session.

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

7:00 PM **5.** Vice President Fagin called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session:

6a	Report Out of Action Take on Approve School Site Safety Plan for the
3.1.1	2025-26 School Year (Separate Cover)
Action:	Approved. Secker, Hawkins. **Vote:** Yes-6; No-0; Absent-1 (Silcox).
6b	Action Taken on Finding of Facts: 24/25#39, 24/25#40, 24/25#41,
3.2.1	24/25#42
Action:	Cheeseman, Alexander. **Vote:** Yes-6; No-0; Absent-1 (Silcox).
6c	Report Out of Action Taken on Reinstatements: AR#24-25/#33
3.2.2	
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Silcox).
6d	Report Out of Action Taken on Early Graduation: TISCS#10334434.
3.2.3	TISCS#10326249
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Silcox).
6e	Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.1	Certificated Employee #UC-1409
Action:	Agenda pulled, no vote taken.
6f	Report Out of Action Taken on Consider Paid Leave of Absence for
3.3.2	Certificated Employee #UC-1410
Action:	Denied. **Vote:** Yes-6; No-0; Absent-1 (Silcox).
6g	Report Out of Action Taken on Consider Modified Paid/Unpaid Leave of
3.3.3	Absence for Classified #UCL-513
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Silcox).
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:	Approved. **Vote:** Yes-5; No-0; Absent-1 (Silcox); Abstain-1 (Secker)
6i	Consider Termination of Coach Contract for Employee #UCL-519
3.3.5	
Action:	Motion to Release. **Vote:** Yes-6; No-0; Absent-1 (Silcox).

Minutes: **7. Approve Regular Minutes of February 25, 2025.**
Action: Hawkins, Traina. **Vote:** Yes-6; No-0; Absent-1 (Silcox).
Approve Special Minutes of February 28, 2025
Action: Cheeseman, Alexander. **Vote:** Yes-6; No-0; Absent-1 (Silcox).

Audience: Jason Noll, Jon Waggle, Antonio Quintano, Lori Nelson, Tanya Calderon, Dean Reese, Megan Strelka, Nora Torres, Sara Silvinson, Lorraine Arranaga, Barbara Silver, Steven Wichman, Maureen Riley, Heather Reyburn

Student Rep Reports:

8.1 Alternative Education: Stein High School students, Santiago Magallanes Robles and Elaina Marcum, provided a campus update. Basketball ended their season in a first-place victory. Team tryouts are underway for dodgeball and players are being evaluated for the school soccer team. The new Barbering Academy is confirmed. They will be inviting schools to participate and explore the art and profession of Barbering. At the end of this program, it will open doors for a career in the barbering field. Stein alumna, Joe Pony, visited recently as a guest speaker. Last year, Duncan Russell won $1,000 competing in the Earth Day project. They are using the funds to build a school garden to include various fruits and vegetables.

Tracy High: Jake Hallen filled in as student representative this evening. Seniors are excited for Prom and their Disney adventure is scheduled in May. Tomorrow THS is having a talent show, entry into the show is free. Their Spring musical is Cinderella; it is not too late to catch this production, they have performances scheduled this weekend. This week is Wellness Week. There are various events happening with Counselors encouraging good mental health. For next month, Leadership is busy planning for staff appreciation days and the Masked Singer. This is a new event where staff members will dress up in costumes and perform before the crowd.

West High: Noah Watkins and Lucia Noor Behnam provided a WHS update. Prom is in five days and everyone is excited for this important event. Planning is well underway for next school year's events. Incoming 8th graders from North School toured the WHS campus. Students appreciated this and Leadership looks forward to doing this again for any 8th graders interested in a campus tour. A block schedule has been implemented for state testing. It has gone well, students like the change. This week, the boys' volleyball game has a pool party theme. Also, this week, the Space and Engineering students will be presenting their projects that they have spent all year preparing for. The WHS music program put together a Back to the 90's benefit concert. Proceeds were donated to St. Jude's Children's hospital.

Kimball High: Adam Lopez filled in as student representative this evening. Students are taking advantage of the KHS learning labs for valuable one on one and small group assistance. The Counseling Department has been hosting dual enrollment nights for students to take advantage of the opportunity to save on tuition costs and get a head academically. Lift Up has over 80 students signed up to be in this lip-syncing performance. Preparations for prom are being wrapped up and Grad Night is fast approaching. Students are looking forward to this before they say their final goodbyes. Powder Puff has generated a lot of excitement, and all other sports have been receiving a lot of school support.

8.2 Freiler Elementary School ASB students Naiomi Svensson Ching, Payton Horner, Madeline Rains and Noah Aranda presented past and current ASB events such as their back-to-school dance for 3rd through 5th grades and middle school, the Halloween parade where the students performed the Thriller dance at the end of the parade and movie nights with blankets and snacks. Mr. Freiler's birthday was

celebrated with games, drinks and snacks. This is a free event to celebrate his contribution as a lifelong PE teacher. For Read Across America Day they read Dr. Suess books to the students while dressed in costumes. They are interactive to make it more fun. Students fundraise by selling candy grams in the winter and for Valentines Day. They also assist in the brighter Christmas food drive.

Monte Vista Middle School Vice Principal Heather Reyburn introduced the school's leadership representatives, Jaelyn Hercules and Christina Mikaail, who were accompanied by teacher Monica Cordisco. The ASB students are school representatives that coordinate activities and events. They have a strong community at MVMS. Some events include dances, movie and craft nights and a carnival. This Fall they did a Turkey Trot with the top finishers receiving Turkey dinners and held a Dia de los Muertos festival with face painting and family games. The dances are popular, there are over 200 students signed up for the 8th grade promotion dance. 8th grade mentors run a WEB program, they are the role models for 6th graders and help to make sure they feel like they belong. Math Olympiad earned 1st place at the county competition. This year they have two science Olympiad teams due to the number of participants.

Recognition & Presentations:

9.1 Tracy High School Principal, Jon Waggle, and Assistant Principals, Megan Strelka, Steven Wichman, and Antonio Quintana, explained what it means to be a Bulldog which is a combination of their school culture, teacher efficacy, a focus on student outcomes and commitment to personal and professional accountability. THS is the only high school in Northern California that is RAMP certified. Tracy High offers IB/AP classes, Ag Science, CTE and STEM and 89% of their students participate and/or are involved in a campus activity.

Mr. Waggle introduced Fire Service Program Instructor, Dr. Sara Silvinson, she has been nominated for San Joaquin County Teacher of the Year. Students from the program were also introduced. This is the program's 5th year. There are three course offerings and there is no prerequisite required to enroll. Advanced Fire students can attend a zero-period class, Cal Fire Hand Crew Prep Academy. This program is a launch pad for college and career. To date, eight past students have accepted positions as professional fire fighters and 25 are currently enrolled in college fire academies or are completing coursework to obtain an associates degree as a Fire Service Tech. On average, 25% of her senior students begin the year off track to graduate. Over the past 5 years, every single senior has graduated in May, on time! The advanced fire class provides skills in communication, being a leader, and trust building. These skills translate well into a very broad career field.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

Hearing of Delegations

11. Jake Hallen, THS student and event organizer of Tracy Celebrates Children, presented a framed certificate to express his appreciation and gratitude for the support and sponsorship he received from Tracy Unified. Tracy Celebrates Children is a day of play that honors the memory of Sandra Cantu. The event was held on March 10th, and it was an incredible success.

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

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

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

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

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

13.1.5 Approve Payroll Reports (February 2025)

13.1.6 Approve Revolving Cash Fund Reports (February 2025)

13.1.7 Approve Accounts Payable Warrants (February 2025) (Separate Cover)

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

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

13.2.3 Approve Agreement for Contract Services with Do Life Sober LLC for the 2024-2025 School Year

13.2.4 Ratify Special Contract Services Agreement with Academic Behavior Consultants Psych Group for Independent Education Evaluation (IEE)

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

13.2.6 Approve Agreement for Contract Services Between Quest Science Center and Williams Middle School for the 2024-2025 School Year

13.2.7 Ratify Contract with Marzano Resources for the 2024-25 School Year

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

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

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

13.2.11 Ratify Agreement for Contract Services Between 360 Customer Inc. and Monte Vista Middle School January 30, 2025 through May 29, 2025

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

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

13.2.14 Ratify Agreement for Contract Services Between 360 Customer Inc. and North School for the 2024-2025 School Year

13.2.15 Ratify Agreement for Contract Services Between 360 Customer Inc. and Central School for the 2024-2025 School Year

13.2.16 Ratify Agreement for Contract Services between 360 Degree Customer Inc. and Tracy Charter School for the 2024-25 School Year

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

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

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

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

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 Certify that Provisions of Section 5593 Regarding Coaches Have Been Met

13.3.4 Approve Preliminary Administrative Agreement with Teachers College of San Joaquin

13.3.5 Approve Preliminary Administrative Intern Agreement with Teachers College of San Joaquin

Action Items:

14.1 Administrative & Business Services:

14.1.1 Adopt Resolution No. 24-16 to Excuse Meeting Absence of Board Member

Action: Traina, Secker. **Vote:** Yes-5; No-0; Absent-1 (Silcox); Abstain-1 (Cheeseman)

14.1.2 Approve the Governance Team Handbook

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

14.1.3 Approve 2024-25 and 2025-26 Transportation Plan

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

14.1.4 Certify 2024-2025 Fiscal Year Second Interim Report (Separate Cover)

Lori Nelson, Director of Finance, and Budget Analyst, Tanya Calderon, provided information on the 24/25 Second Interim Report. The Second Interim Report covers the period of time from November 1 through January 31 of the current school year as well as a projection of the two subsequent fiscal years. TUSD continues to have a positive certification. Financial changes that have taken place since First Interim include a 4%

salary increase, an additional day of pay added to the Certificated Calendar, and additional Certificated and Classified positions for Special Education and PreK.

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

14.2 Educational Services:

14.2.1 Adopt Revised Board Policy 6142.5 Environmental Education (First Reading)

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

14.2.2 Adopt Revised Board Policy 6142.92 Math Instruction (First Reading)

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

14.2.3 Adopt Revised Board Policy 6142.93 Science Instruction (First Reading)

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

14.3 Human Resources:

14.3.1 Approve a Declaration for a Provisional Internship Permit

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

14.3.2 Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2025-2026 School Year

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

14.3.3 Acknowledge Receipt of California School Employees Association's (CSEA) Sunshine Proposal for the 2025-2026 School Year

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

Board Reports:

Trustee Traina is thankful for the presentations; they all support the district goals of raising participation, and test scores. MVMS has created a culture where every child belongs with the Web program. She thanked everyone for their dedication. Trustee Secker had the opportunity to visit the fire program at THS. It was great to see the students learning fire science while also becoming solid citizens and young adults. Trustee Cheeseman is always impressed by the students and their ability to give reports, it says so much about them and their future. This is her first exposure to the fire program she would like to visit the class. Trustee Alexander says it is good to see the youth come to participate in board meetings. She enjoyed hearing from the fire program students, she would also like to visit the class. Trustee Hawkins had an opportunity to see firsthand all the work that was put into developing the fire academy. It is unbelievable; he had no idea it would come to this level. He congratulated Dr. Silvinson for what she has accomplished. Trustee Fagin expressed that with Kimball's medical program, West High's JROTC and Tracy High's fire program, the community interaction with surrounding departments is phenomenal. The student's characters are above approach.

Superintendent Report:

Dr. Pecot was pleased to hear Freiler, MVMS, and the students speak. Ms. Silvinson is one of the most humble people he has met, her students speak for her, you can see the pride that exudes from them. The board approved a partnership between Las Positas and Tracy High, the board actions at the dais have a direct impact to the students.

Adjourn: 8:19 PM

_____ _____

Clerk Date

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: March 27, 2025
SUBJECT: **Recognize the Outstanding Employees of the Spring Term for the 2024-25 School Year**

BACKGROUND: Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of two administrators; one classified/confidential representative, two certificated representatives, and one Classified representative review the nominations, and make the selections.

RATIONALE: The employees who are selected are recognized by the School Board and are recognized at their school sites in various ways. At the end of the year, the nominations of the three employees who have received recognition as Outstanding Employees of the Term, in each category, are reviewed and one employee, in each category, is selected as Outstanding Employee of the Year.

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

FUNDING: There is no fiscal impact.

RECOMMENDATION: Recognize Tyler Mullen, English Teacher, Kimball High School (9-12), Sherry Martinho, TISCS Teacher (6-8), and Johanna Zepeda, Villalovoz Elementary School Teacher (K-5) as Outstanding Certificated Employees; Justin Buckhanan, Security Supervisor II, Tracy High School (Classified 9-12), Ignacio Rodriguez, Utility II, MOT (6-8), and Isabelle Aleman, Library Technician, Villalovoz Elementary School (K-5) as Outstanding Classified Employees, and Florence Smith, District Psychologist, as the Outstanding Management Employee of the Spring Term for the 2024-25 School Year.

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: March 20, 2025
SUBJECT: **Receive Report on Instructional Materials Adoptions**

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

In compliance with Board Policy 6161.1, adoption committee teachers analyzed and evaluated instructional materials using criteria set out in the California Department of Education's (CDE) Toolkits for Instructional Materials Evaluation (TIME) or adaptations of the TIME process developed by the IMC. The teacher teams selected IM programs, and the Curriculum Council is recommending these programs to the Board.

Course(s)	Publisher	Program/Title	Copyright
Advanced Vet Science	Cengage	*Veterinary Assisting Fundamentals & Applications, 2nd Ed.*	2021
Advanced Ag. Business and Marketing	Goodheart-Wilcox	*Marketing Dynamics, 4th Ed.*	2019
Emergency Medical Response	Jones and Bartlett Learning	*Emergency Medical Responder: Your First Response in Emergency Care, 7th Ed.*	2022
Barbering	Milady, Cengage	*Standard Barbering, 7th Ed.*	2024

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

- Alignment to the standards and goals of that content area or course
- Instructional methods that actively engage all students at all levels of achievement
- When applicable, supports examinations related to that course.

This agenda item meets 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: Funding for the purchase of recommended materials not to exceed $52,000 for the 2025-26 school year will be provided by funds from Goal 1, Action 20 of the Local Control Accountability Plan reserved for the purchase of instructional materials and Career and Technical Education funding. Renewals in the following years will be paid from funds set aside for growth and replacement or instructional materials funds when available.

Course(s)	Program/Title	Not to Exceed
Vet Science and Advanced Vet Science	*Veterinary Assisting Fundamentals & Applications, 2nd Ed.*	$16,500.00
Advanced Ag. Business and Marketing	*Marketing Dynamics, 4th Ed.*	$9,000.00
Emergency Medical Response	*Emergency Medical Responder: Your First Response in Emergency Care, 7th Ed.*	$14,500.00
Barbering	*Standard Barbering, 7th Ed.*	$12,000.00

RECOMMENDATION: Receive Report on Instructional Materials Adoptions.

Prepared by: Sally Soberanes, Coordinator of Instructional Media Services and Curriculum.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: April 04, 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
April 08, 2025

A.

Vendor:	Eide Bailly LLP
Sites:	District Wide
Item:	Agreement (Expires 6/30/26)
Services:	Audit financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Tracy Unified as of and for the year ending June 30,2025.
Cost:	$137,000.00
Project Funding:	General Fund

B.

Vendor:	Cumming Group
Sites:	Various Sites
Item:	Proposal
Services:	Construction Manager for the TUSD TK Classroom Phase 3 Project
Cost:	Not to exceed $190,500.00
Project Funding:	General Fund 01

C.

Vendor:	ITS Enterprises, INC.
Sites:	West High School
Item:	Proposal
Services:	DSA Project Inspector Services on the WHS Ag Project
Cost:	Not to exceed $268,800.00
Project Funding:	Fund 14

D.

Vendor:	North American Technical Services
Sites:	Various Sites
Item:	Proposal
Services:	In Plant Inspection Services for TUSD TK Classroom Phase 3 Project
Cost:	$43,200.00
Project Funding:	Fund 25

E.

Vendor:	Terracon
Sites:	Various Sites
Item:	Proposal
Services:	Construction material testing for TUSD TK Classroom Phase 3 Project
Cost:	$112,499.00
Project Funding:	Fund 25

F.

Vendor:	Rua and Son Mechanical, Inc
Sites:	Stein High School
Item:	Proposal
Services:	Re-Roofing Project
Cost:	$726,550.00
Project Funding:	Fund 14

G.

Vendor:	Pac Shield Roof Services, Inc.
Sites:	Tracy Unified District Office
Item:	Proposal
Services:	Re-Roofing Project
Cost:	$2,367,711.00
Project Funding:	Fund 14

H.

Vendor:	Barth Roofing
Sites:	Louis Bohn Elementary School
Item:	Proposal
Services:	Re-Roofing Project
Cost:	$849,200.00
Project Funding:	Fund 14

I.

Vendor:	Universal Coating, Inc.
Sites:	George Kelly
Item:	Proposal
Services:	Re-Roofing Project
Cost:	$517,400.00
Project Funding:	Fund 14

J.

Vendor:	Rua and Son Mechanical, Inc
Sites:	Art Freiler
Item:	Proposal
Services:	Re-Roofing Project
Cost:	$594,275.00
Project Funding:	Fund 14

K.

Vendor:	GPRS
Sites:	Various Sites
Item:	Proposal
Services:	Underground Utilities Inspection for the TK Classroom Project
Cost:	$6,925.00
Project Funding:	Fund 25

L.

Vendor:	HMC Architects
Sites:	Various sites
Item:	Proposal
Services:	Architectural and Engineering services for the ELOP project
Cost:	$807,500.00
Project Funding:	Fund 25

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: April 08, 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. Kieu Ha – $500.00 (Ck #2333). This donation will be used towards new equipment for the Boys' Tennis Program.
2. Exigency Healthcare Services LLC – $2,500.00 (Ck #1002). This donation will be used towards new uniforms for our boys' volleyball teams.
3. Omega Properties Group Inc. Operating Account – $850.00 (Ck #1195). This donation will be used towards the needs for the boys' golf team.
4. Tracy Thai Restaurant – $850.00 (Ck # 799). This donation will be used towards the needs for the boys' golf team.

Donations Received by Tracy Unified School District / ISET Department:

1. Boys & Girls Clubs of Tracy – Donation valued at $599.99. An HP 255 G10 15.6" laptop will be utilized by North School.

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

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 08, 2025
SUBJECT: **Receive Update on Quarterly Williams Complaint Report for the Quarter Ending April 15, 2025**

BACKGROUND: Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams settlements during the January 15, 2025 – April 15, 2025, reporting period.

RATIONALE: The quarterly report for the period of January 15, 2025, through April 15, 2025, has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports Strategic District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Strategic District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No cost.

RECOMMENDATION: Receive Update on Quarterly Williams Complaint Report for the Quarter Ending April 15, 2025.

Prepared by: Michael Bunch, Ed. D. Director of Continuous Improvement, State & Federal Programs.

San Joaquin County Office of Education
***Valenzuela*/CAHSEE Lawsuit Settlement**
Quarterly Report on *Williams* Uniform Complaints
[Education Code § 35186(d)]

District: Tracy Unified School District

Person completing this form: Michael Bunch, Ed.D. Title: Director of Continuous Improvement, State & Federal Programs

Quarterly Report Submission Date: (*check one*)

- ☐ January 15, 2025
- ☑ April 15, 2025
- ☐ July 15, 2025
- ☐ October 15, 2025

Date for information to be reported publicly at governing board meeting: April 8, 2025

Please check the box that applies:

☑ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Robert Pecot
Print Name of District Superintendent

Signature of District Superintendent

3/24/25
Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: March 6, 2025
SUBJECT: **Approve Agreement for Contract Services Between Science Alliance and George Kelly School during the 2024-2024 School Year**

BACKGROUND: Science Alliance organizes hands-on, interactive family science nights to welcome families onto campus and inspire them to explore the wonders of Science, Technology, Engineering, Art, and Math (STEAM) alongside their students.

RATIONALE: Hosting a Family Science Night with Science Alliance fosters curiosity and excitement for Science, Technology, Engineering, Art, and Math (STEAM) through engaging, hands-on activities. It provides families with a unique opportunity to connect with their students' learning, strengthening the home-school partnership. By creating an interactive and fun environment, the event encourages exploration, critical thinking, and a lifelong love for science. This aligns with George Kelly's Goal #2 (Provide a safe and equitable learning environment through parent involvement). This event also aligns perfectly to the district emphasis on STEM education.

FUNDING: The cost not to exceed $995, will be funded using George Kellys site budget and Title 1 funds.

RECOMMENDATION: Approve Agreement for Contract Services Between Science Alliance and George Kelly School during the 2024-2024 School Year.

Prepared by: Brittani Ryan, Principal, George Kelly Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Science Alliance 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: Host a family Science night on May 1, 2025 for families to explore the wonders of Science, Technology, Engineering, Art and Math (STEAM)

   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 1.5 ( ) [X] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location George Kelly School.

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

   a. District shall pay $995 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $995. 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 May 1, 2025, and shall terminate on May 1, 2025.

5. This agreement may be terminated at any time during the term by either party upon 120 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, Brittani Ryan, at (209) 830-3390 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:

Owner/Director
Contractor Signature — Title

85-0552581
IRS Identification Number

Owner/Director
Title

4314 Hussey dr.
Address

Carmichael CA 95608

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Science Alliance LLC

4314 Hussey Dr
Carmichael, CA 95608 US
yourfriends@sciencealliance.info
www.sciencealliance.info

INVOICE

BILL TO
George Kelly Elementary
535 Mabel Josephine Dr
Tracy, CA 95377

INVOICE	1584
DATE	02/27/2025
TERMS	Net 30
DUE DATE	05/22/2025

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Family Science Night	May 1st, 2025. Science Alliance transforms any area into a hands-on, interactive science festival. Invite families to come together and explore the wonders of Science, Technology, Engineering, Art, and Math (STEAM).	1	995.00	995.00

BALANCE DUE **$995.00**

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: March 7, 2025
SUBJECT: **Ratify Agreement for Contract Services between Sow A Seed Community Foundation and Merrill F. West High School for the 2024-2025 School Year**

BACKGROUND: Sow a Seed Community Foundation provides mentoring and mental health services and social-emotional learning programs to kids in schools and community settings.

RATIONALE: The focus of Sow a Seed Community Foundation is to empower youth and their families with the education, programs, and resources needed to overcome social and emotional challenges so they can lead healthy self-sufficient lives. Providing Sow a Seed at West High School will support site efforts to support student achievement. This request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap and Goal #2: Provide a safe and equitable learning environment.

FUNDING: The District shall pay $0.00 for the 30 hours of Service. The cost of the program will be covered by Sow A Seed.

RECOMMENDATION: Ratify Agreement for Contract Services between Sow A Seed Community Foundation and Merrill F. West High School for the 2024-2025 School Year.

PREPARED BY: Mr. Gary Henderson, Principal of 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 Sow A Seed, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide Girls Circle and College Prep mentoring programs to 9th-12th grade WHS students for the 2024-25 School Year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 30 ( ) [x] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location West High School.

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

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

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

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

4. The terms of the agreement shall commence on March 24, 2025, and shall terminate on May 23, 2025.

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

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

7. Contractor shall contact the District's designee, Gary Henderson, at (209) 830-3370 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:

Executive Director	
Contractor Signature / Title	Tracy Unified School District
11-3821058	
IRS Identification Number	Date
Title	Account Number to be Charged
42 W 8th St.	
Address	Department/Site Approval
Tracy CA 95376	
	Budget Approval
	Date Approved by the Board

Rev. 06.23.16

MEMORANDUM OF UNDERSTANDING

Between

Merrill F. West High School

And

Sow A Seed

Effective Date: _____

This Memorandum of Understanding (MOU) is entered into between Merrill F. West High School ("School") and Sow A Seed ("SAS") for the purpose of hosting the Horizons of Hope group mentoring program at the School. This agreement shall remain in effect until May 31, 2025, and will automatically renew for the subsequent school year if both parties are satisfied with the program's results.

1. Responsibilities of Merrill F. West High School

The School agrees to:

- Provide a designated classroom for each Horizons of Hope group being hosted.
- Assign a liaison to facilitate communication between SAS and the School.
- Refer students for participation in the program.
- Provide support to SAS staff in case of emergencies during program sessions.

2. Responsibilities of Sow A Seed

SAS agrees to:

- Develop and provide the program curriculum.
- Manage enrollment documentation and maintain records of student participation.
- Supply trained staff to implement the program.
- Provide staff training to ensure program quality and adherence to best practices.
- Deliver up to two hours of programming per day, as scheduled with the School.

3. Program Cost and Funding

- The Horizons of Hope program is offered to the School at no charge.
- The continuation of the program is dependent upon grant funding availability.

4. Term and Renewal

- This MOU will remain in effect until May 31, 2025.
- If both parties are satisfied with the program's impact and implementation, the agreement will automatically renew for the subsequent school year unless terminated in writing by either party with a 30 day notice.

5. Termination

Either party may terminate this MOU prior to the renewal date by providing written notice at least 30 days in advance.

6. Amendments

This MOU may be amended or modified only in writing and signed by both parties.

8. Signatures

For Merrill F. West High School:
Name: _____
Title: _____
Date: _____

For Sow A Seed:
Name: _____
Title: _____
Date: _____

SOW A SEED
COMMUNITY FOUNDATION
Youth and Family Development Programs

*Horizons of Hope Mentoring Program – **School Interest Form***

School Information

- *School Name: Merrill F. West High School*

School Liaison Information
Please provide the contact information for the school liaison (teacher, guidance counselor, or assistant principal) who will serve as our primary contact for the program.

- *Name of Liaison:* _____
- *Position:* _____
- *Email Address:* _____
- *Phone Number:* _____

Program Choice *(please select up to two program choices):*

( ) Boys Council - ( ) 3rd - 5th grade; ( ) 6th - 8th grade; ( ) 9th - 12 th grade

(X) Girls Circle - ( ) 3rd - 5th grade; ( ) 6th - 8th grade; (X) 9th - 12 th grade

( ) Too Good for Drugs, Co-Ed - ( ) 3rd - 5th grade; ( ) 6th - 8th grade; ( ) 9th - 12 th grade

(X) College Prep, Co-Ed - 9th - 12th grade

( ) Anger Management, Co-Ed - ( ) 3rd - 5th grade; ( ) 6th - 8th grade; ( ) 9th - 12 th grade

( ) Prevention and Early Intervention, Individual Support - ( ) 3rd - 5th grade; ( ) 6th - 8th grade; ( ) 9th - 12 th grade

Space Availability:

- *Available Room(s):* _____
- *Room Location(s):* _____
- *Room Type (e.g., classroom, meeting room, library, etc.):* _____

Preferred Day for Mentoring Sessions:

Please indicate your preferred day for the weekly hour-long session(s):

- ☑ Monday - College Prep
- ☐ Tuesday
- ☐ Wednesday
- ☐ Thursday
- ☑ Friday - Girl's Circle

Preferred Time for Mentoring Sessions:

Mentor Group 1: Girls Circle
Session start time: 12:30 PM
Session end time: 1:30 PM

Mentor Group 2: College Prep
Session start time: 2:15 PM
Session end time: 3:15 PM

Additional Notes or Considerations:

Thank you for your interest in partnering with us to bring the Horizons of Hope Mentoring Program to your school. If you have questions, please contact us at 209-229-4559 or info@sowaseedcf.org

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc Supt of Educational Services
DATE: March 28, 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
April 08, 2025
SUMMARY OF SERVICES

Vendor: Vendor:	Speech Therapy and Accent Group (S.T.A.G.)
Sites:	District/ Provider Location
Item:	Increase Funding,
Services:	A board agenda was previously approved 11/12/2024. Request to add mileage funding to the current service agreement, per the assessors' rates of service for travel to and from their facility and Tracy Unified School District School Site to perform observations and testing.
Cost:	$300.00 (10 round trips)
Project Funding:	602 funding Special Education Department, budgeted in account #01-6500-0-5770-1110-580-800-2542.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: March 17, 2025
SUBJECT: **Approve Agreement for Contract Services Between Nico Herron and George & Evelyn Stein High School for CTE Barbering Consultant Services in the 2024-2025 School Year**

BACKGROUND: Stein High School is launching a new Career and Technical Education (CTE) Barbering program, marking the first of its kind at the high school level in our district. This program is designed to equip students with industry-specific skills, practical experience, and career pathways in the barbering profession, aligning with CTE standards and the California State Board of Barbering requirements.

Given the specialized nature of barbering education, the absence of existing high school-level programs, and the unique needs of a continuation high school setting, the expertise of a Barbering Consultant is essential. A consultant will provide guidance in curriculum development, industry compliance, facility setup, instructor training, and student licensure preparation, ensuring the program meets state regulations, industry standards, and workforce expectations.

The consultant will play a pivotal role in establishing best practices, fostering industry partnerships, and supporting the successful implementation of a high-quality, sustainable barbering program that offers students real-world career opportunities upon graduation. Their insights will help bridge the gap between traditional education and professional training, ensuring that the program is both innovative and aligned with industry demands.

RATIONALE: According to the 2023 California Dashboard, only 0.9% of students at George and Evelyn Stein High School are college or career ready. Currently, the school lacks CTE pathways, career support, and post-secondary preparation. Student surveys indicate strong interest in barbering as a career option.

For the 2024-2025 school year, April, May and June the CTE Barbering Consultant will provide and support program planning, state-approved curriculum development, compliance with CTE standards, and facility/equipment planning, 20 hours per month. This initiative aligns with LCAP Goal #3, aiming to increase college/career readiness at Stein High School by 6%.

FUNDING: The cost, not to exceed $7,500.00, will be paid by Equity Multiplier Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Nico Herron and George & Evelyn Stein High School for CTE Barbering Consultant Services for the 2024-2025 School Year.

PREPARED BY: Mrs. Traci L Mitchell, George & Evelyn Stein High School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Nico Herron, 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: For the 2024-2025 school year, months April, May and June, Nico Herron, CTE Barbering Consultant will provide and support program planning, state-approved curriculum development, compliance with CTE standards, and facility/equipment planning to George & Evelyn Stein High School.

   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 20 hrs/month (Apr, May, June 2025) ( ) **[X] HOURS [ ] DAYS**, under the terms of this agreement at the following location Stein High School.

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

   a. District shall pay $2500.00 per month per **[ ] HOUR [ ] DAY [X] FLAT RATE**, not to exceed a total of $7,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on April 9, 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 days days' written notice of termination delivered by certified mail, return receipt requested.

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

7. Contractor shall contact the District's designee, Dr. Zachary Boswell , at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

   b. Contractor **[ ] WILL [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
Title	Account Number to be Charged Equity Multiplier
Address	Department/Site Approval Educational Services
	Budget Approval
	Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc Supt of Ed Services
DATE: March 18, 2025
SUBJECT: **Approve to Increase Funding for Alegre Care Inc., dba Alegre Home Care and Staffing for the Remainder of the 2024-2025 School Year**

BACKGROUND: Request to increase funding is necessary at this time due to the increase in service needs from the nurses to our Special Education students. The District's Special Education Department would like to continue to contract with Alegre Home Care for the remainder of the 2024-2025 school year and continue to provide support and services.

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

FUNDING: Expense for this contract will be $180,000.00 for a total not to exceed $510,000.00 for the remainder of the 2024-2025 school year. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve to Increase Funding for Alegre Care, Inc., dba Alegre Home Care and Staffing for the Remainder of 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 Alegre Care Inc., dba Alegre Home Care and Staffing, 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:
Perform catheterizations, manage diabetics, provide 1:1 LVN/RN services, and perform other duties as required
District shall pay rate LVN rate: $56.60

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 225 ( ) | | **HOURS** |✓| **DAYS**, under the terms of this agreement at the following location District Wide.

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

   a. District shall pay $see rate above #1 per | | **HOUR** | | **DAY** |✓| **FLAT RATE**, not to exceed a total of $510,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

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

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

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

7. Contractor shall contact the District's designee, JASON DAVIS, at ( ) 209-830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature — Title

46-4825783

IRS Identification Number

Client Services Manager

Title

4830 Redwood Highway

Address

Ste. A-6

San Rafael, CA 94903

Tracy Unified School District

Date

01-6500-0-5750-3140-5800-800-2542

Account Number to be Charged

Special Education Department

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: March 28, 2025
SUBJECT: **Approve Out-of-State Travel to Itasca, Illinois for a Customer Panel Invitation to the 2025 Riverside Insights Growth Summit**

BACKGROUND: The Riverside Insights 2025 Growth Summit is an annual event held in Illinois. This year key district customers have been invited to serve as a panelist to this upcoming summit.

RATIONALE: With your approval the Special Education Program Administrator, Sharon Smit, has been invited to attend the event May 15, 2025. She will have the unique experience to serve as a panelist and provide insight into the products that the Special Education Department is currently using.

FUNDING: Conference admission, lodging and airfare costs will be covered by Riverside Insights. The Special Education Department will only request to cover the cost of her mileage to and from her home to the airport.

RECOMMENDATION: Approve Out-of-State Travel to Itasca, Illinois for a Customer Panel Invitation to the 2025 Riverside Insights Growth Summit.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: March 17, 2025
SUBJECT: **Ratify Agreement for Contract Services between 360 Customer and Williams Middle School for the 2024-2025 School Year**

BACKGROUND: 360 Customer is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide extensive social emotional counseling, behavior services, and assessments for diverse students. In the 2024-25 school year, TUSD schools and 360 Customer began a partnership in providing behavior technicians to meet the increased social emotional needs of students. The services provide mentorship, support, and positive development of social skills, as well as restorative practices.

RATIONALE: 360 Customer is a company who is a leader in their field. They have diverse mental health specialists who represent our student population and a proven success record impacting student behaviors. Since our high suspension rate qualifies us for differentiated assistance support, we would like to continue to work with 360 Customer for the 24-25 school year. They will provide 1 behaviorist, 7 hours daily for the 2024-25 school year. There is no cap on the number of students they can service. They will provide services that include mentorship, behavior support, restorative practices, and work with small groups for conflict resolution and other social emotional needs as well as work with students who are failing academically. This aligns with Strategic Goal #2 of our SPSA to provide a safe and equitable learning environment for all students and staff through the development of a culture based on positive and supportive relationships.

FUNDING: 360 Customer will be paid $100,000.00, funded through LCAP funds goal 2 action 6.

RECOMMENDATION: Ratify Agreement for Contract Services between 360 Customer and Williams Middle School for the 2024-25 School Year.

PREPARED BY: Jenny Hoffman, Principal Williams Middle School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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 Technician 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 remainder of 24-25 school year ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location Williams Middle School.

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

   a. District shall pay $90.00 per [X] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $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 March 7, 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

010822463

IRS Identification Number

010822463

Title

Director

Address

473 sapena ct #7

Santa clara ca 95054

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

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 18, 2025
SUBJECT: **Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees**

BACKGROUND: **CERTIFICATED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
McCoy, Leslie Teacher	WHS	07/03/2025	Personal

BACKGROUND: **CERTIFICATED RETIREMENTS**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Moen, Diane Teacher	WHS	06/30/2025	Retirement

BACKGROUND: **CLASSIFIED RETIREMENTS**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Brown, Fran Clerk Typist II	THS	5/31/2025	Retirement

Christopher, Terra Special Education Para Educator	PES	3/31/2025	Retirement
Haws, Jeffrey Bus Driver	MOT	7/31/2025	Retirement

BACKGROUND: **CLASSIFIED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Cortez-Perez, Karolina Special Education Para Educator	CES	3/8/2025	Personal
Kodela, Swapnika Special Education Para Educator	NES	3/02/2025	Accepted Position
Moreno, Melinda Special Education Para Educator	NES	4/4/2025	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 26, 2025
SUBJECT: **Approve Classified, Certificated, and/or Management Employment**

BACKGROUND:	**MANAGEMENT/CLASSIFIED CONFIDENTIAL**
Aguilar, Adriana	DEC/Special Education Speech Language Pathologist (New) LMP 8, Step C - $25,709.00 Fund: Special Education
Garcia, Evangelina	Williams Middle School Middle School Secretary (Replacement) LMH Range 11, Step C - $35.24 per hour Funding: General Fund
Fatima, Javeria	DEC/Special Education Speech Language Pathologist (Replacement) LMP 8, Step B - $30,265.00 Fund: Special Education

BACKGROUND:	**CERTIFICATED**
Hinh, Liem	West High School Social Science (Replacement) Class VI, Step "B" 1 - $19,468.00 Fund: General

Kozicki, Alexandra	Tracy High School English (Replacement) Class III, Step "B" 1 - $68,084.00 Fund: General

BACKGROUND:	**CLASSIFIED**
Banales, Linda	Food Service Worker I (Replacement) Art Freiler School Range 25, Step A - $19.74 per hour Funding: Child – Nutrition Program
Diaz, Leonardo	Utility Person III (Replacement) Grounds Team 3/MOT Range 38, Step E - $32.21 per hour Funding: 50% Ongoing and Major Maintenance 50% Home to School Transportation
Esquer-Baca, Selena	Utility Person II (Replacement) South/West Park/MOT Range 35, Step C - $27.33 per hour Funding: General
Santos, Mary	School Supervision Assistant (Replacement) McKinley Elementary School Range 21, Step A - $18.00 per hour Funding: General

BACKGROUND:	**COACHES**
Casados, Emma	Frosh Softball West High School $3,693.80
Christenson, Valerie	Co-Ed Dodgeball Stein High School $1,354.36

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 12, 2025
RE: Approve Teacher IMPACT Intern Agreement with Teachers College of San Joaquin

BACKGROUND: Tracy Unified School District currently employes intern teachers through several colleges and universities. This has aided the district in increasing the number of candidates available for a variety of teaching positions within the district. An agreement between Tracy Unified School District and Teachers College of San Joaquin will expand the applicant pool in order to meet staffing needs. 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: There is no fiscal impact.

RECOMMENDATION: Approve Teacher IMPACT Intern Agreement with Teachers College of San Joaquin.

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

IMPACT Intern Teaching Credential Program

Co-Sponsor Agreement
2025-2027 Academic Years

This agreement, by and between Teachers College of San Joaquin IMPACT Intern Credential Program, hereinafter referred to as "TCSJ" (aka Program Sponsor) and the employing agency is for the purpose of setting forth the operative conditions which will govern this partnership. TCSJ is a CA Commission on Teacher Credentialing (CCTC) approved university teacher preparation program and is forming a partnership with the employing agency that hires interns as the teacher of record in employing agency schools.

Enclosed is a co-sponsor agreement for the employing agency official to sign and return. When hiring an intern, a co-sponsor agreement between an employing agency and a CA Commission on Teacher Credentialing (CCTC) approved Program Sponsor must be in place to comply with CCTC requirements. The Teachers College of San Joaquin (TCSJ) is a division within the San Joaquin County Office of Education.

TERMS OF AGREEMENT:

The effective dates of this Co-Sponsorship 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 no later than 30 days prior to the start of the academic year.

PROVISION OF PROPRIETARY AND COPYRIGHTED DOCUMENTS:

The employing agency 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. The employing agency 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. The employing agency 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:

1. Intern programs are the result of a partnership between the institution that prepares teachers (Program Sponsor) and the employer. The district or employing agency agrees that there is a need for teachers and that certificated employees will not be displaced when hiring interns.
2. The employing agency shall ensure that site administrators with employed interns are aware of the shared responsibilities set forth in this agreement.
3. The employing agency shall assign a representative (e.g., Assistant Superintendent or site Principal) to act as a contact person to the TCSJ IMPACT Intern Program.
4. The employing agency shall provide representation at Consortium meetings.
5. The employing agency acknowledges that Interns are not authorized to teach in departmentalized ELD settings.
6. The employing agency assigns the intern a class that ensures the presence of students with exceptionalities and English learners.

7. The employing agency shall ensure the intern has access to classroom technology that can be used for educational purposes.

8. The employing agency shall not place interns in an online-only setting unless public health guidance prohibits face to face instruction. In the event online instruction is mandated, the employing agency must provide access to the online classroom for the purposes of Supervision.

9. Intern assignments must enable the candidate to attend TCSJ classes on time (5:00 pm start) and complete the requirements of the TCSJ IMPACT Intern Program.

10. To the extent possible, and in accordance with the educational agency bargaining unit guidelines, the educational agency agrees to assign minimal extra/co-curricular activities and/or provide early release to the intern.

11. The employing agency shall respond to requests for evaluation data as requested by the CCTC and TCSJ IMPACT Intern Program, including survey completion, demographic and/or retention information.

12. TCSJ understands that the educational record of the teacher candidate, employed by an educational agency, is protected by FERPA. As a result of the Co-Sponsor Agreement, the Employer is considered a school official with a legitimate educational interest in determining the professional responsibility of the teacher candidate. TCSJ agrees to protect the privacy of educational records, concerning any teacher candidate and will not transmit, share or disclose any such records without the teacher candidate's written consent, **except to other school officials who have a legitimate educational interest in the records. (34 CFR§99.31)**

13. Interns who are admitted into the Teachers College of San Joaquin IMPACT Intern Credential Program must:

    a) Be employed in a teaching assignment that is authorized by the standard credential being pursued (Mild Moderate Support Needs, Extensive Support Needs, Early Childhood Special Education, Multiple Subject or Single Subject);

    b) Complete TB testing and fingerprinting with the employing agency.

    c) Be employed in a setting where video capture is permitted for candidate reflection and Teaching Performance Assessments (TPAs), required by CCTC.

    d) Be employed at a site with a fully qualified site administrator.

    e) Be employed as the teacher of record in a minimum 0.5 FTE capacity fully aligned to credential being sought.

    f) Be employed in a face-to-face instructional setting with the same group of students on a daily or weekly basis as determined by the master schedule.

    g) Be employed in a setting that will enable the candidate to demonstrate mastery of all Teaching Performance Expectations for the credential being sought.

    h) Be provided with experiences in screening and diagnostic techniques, early intervention techniques, and support to address the needs of students with dyslexia, as appropriate to the credential and as identified in the TPEs and standards.

    i) Provide all documents required by the CCTC and TCSJ IMPACT Intern Program. [1] SEP

    j) Be enrolled in the TCSJ IMPACT Intern Program. [1] SEP

PEER SUPPORT/COACHING & MENTORING:

Pursuant to California Education Code 44321, the supervision, mentoring and support of interns is the responsibility of both the Commission-approved teacher preparation program (Program Sponsor) and the employing agency.

Prior to an intern assuming daily teaching responsibilities, the employer must identify a peer coach/mentor. The peer coach/mentor may not be the intern's supervisor/evaluator and should be from the same site.

The combination of **employer-provided** support and mentoring, and program support and supervision (provided by TCSJ) to the intern must include the following:

1. A minimum of 144 hours of annual support/mentoring and supervision:
    a. Support may include but is not limited to weekly course planning of curriculum and assessments, coaching within the classroom, and problem-solving regarding student issues.
    b. A minimum of five hours per week of support/mentoring and guidance must be provided to an intern teacher by the employing agency.
    c. The program sponsor will provide opportunities to fulfill a portion of the 144 hours of general support needed each year.
    d. The program sponsor will provide the intern with procedures to document and monitor the CCTC required hours of mentoring and support from the employer and TCSJ IMPACT Intern Program.
    e. The intern will be responsible for documenting hours of support received.
2. An additional 45 hours of support/mentoring and supervision specific to meeting the needs of English learners shall be provided to an intern teacher unless the intern holds a CLAD, EL Authorization or has passed all sections of the CTEL Examination.
    a. The employing agency must identify an employee who will be immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed.
    b. The identified coach/mentor ***may*** be the same peer coach/mentor that is providing general support and supervision provided that the individual possesses an English learner authorization and will be immediately available to assist the intern teacher in working with English learners.
    c. The program sponsor will provide opportunities to fulfill a portion of the 45 hours of support/mentoring and supervision specific to meeting the needs of English learners.
    d. The program sponsor will provide the intern with procedures to document and monitor the CCTC required hours of mentoring and support from the employer and TCSJ IMPACT Intern Program.
3. The employing agency must ensure that the peer coach/mentor satisfies the following minimum qualifications:
    a. Hold a valid corresponding Clear or Life credential in the content area he/she is supporting.
    b. Possess EL Authorization if responsible for providing specified EL support.

c. Have three years of successful teaching experience.

d. Agree to complete 10 hours of initial orientation and subsequent ongoing support, provided by the program.

4. Sufficient resources are to be provided, including the identification of protected time for employer-provided peer coach/mentor to work with the intern **within** the school day.

5. The employer determines the terms of employment for the peer coach/mentor and additional personnel. It is at the discretion of the employer to determine if the peer coach/mentor and/or additional personnel receive compensation and if so, compensation is the responsibility of the employer. The employer agrees to provide any substitute release time necessary to train the peer coach/mentor and for the peer coach to conduct observations if needed.

6. The employing agency shall honor the confidentiality between the intern and peer coach/mentor while monitoring the contact and effectiveness of the peer coach/mentor.

7. Issues regarding a peer coach/mentor will be addressed in a timely way, with a plan for intervention or reassignment, if necessary.

8. The employing agency agrees to allow, after parent permission is granted, the Support Supervisor to observe Education Specialist candidates during an IEP meeting, or failing that, to debrief with a participating educational agency administrator who was present at a recent IEP meeting conducted by the candidate.

CTC REQUIREMENTS FOR EMPLOYING SCHOOLS:

1. Per CTC requirements, school sites **serving Education Specialist** intern candidates must:

   a) Provide release time to Interns (***at least*** 1 day per semester), enabling them to participate in supervised fieldwork in an experienced mentor's classroom in both general education and special education settings that reflect the full diversity of California public schools and continuum of placement options.

   b) Demonstrate commitment to developmentally and culturally appropriate practices, including support for dual language learners with disabilities.

   c) Engage in collaborative relationships with families.

   d) Model inclusive practices for students with disabilities.

   e) Participate in processes such as IEPs and student study teams.

   f) Reflect the socioeconomic, linguistic, and cultural diversity of California's public-school population.

   g) Utilize curriculum aligned to California's adopted standards and frameworks.

   h) Permit video capture for candidate reflection, coursework, supervision and the CalTPA.

2. Per CTC requirements, school sites serving **General Education** intern candidates must:

   a) Reflect the racial, ethnic, socioeconomic, linguistic, and cultural diversity of California's public-school population.

   b) Demonstrate commitment to collaboration and continuous improvement.

   c) Have partnerships with other appropriate educational, social, and community entities that support teaching and learning.

d) Utilize curriculum aligned to California's adopted standards and frameworks.

e) Place students with disabilities in the Least Restrictive Environment (LRE).

f) Provide robust programs and support for English learners.

g) Permit video capture for candidate reflection, coursework, supervision and the CalTPA.

RESPONSIBILITIES OF EMPLOYING AGENCIES/DISTRICTS:

The employing agency acknowledges that:

1. Teaching assignments must provide opportunities for interns to practice foundational literacy skills, oral and written language components, and screening and diagnostic techniques that inform teaching and assessment, as outlined in the new Literacy Teacher Performance Expectations and aligned with the ELA/ELD Framework, as appropriate to the credential type.
2. Candidates will pay tuition/fees during their enrollment in the program and, if appropriate, the employer will assist the TCSJ IMPACT Intern Program Student Accounts office to establish a monthly payroll deduction of tuition for the intern. Credential recommendations cannot be made if the candidate is not in "good financial standing." The employing agency is not responsible for non-payment by the intern.
3. No intern's salary may be reduced by more than 1/8 of its total to pay for supervision and/or support, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. *Reference: Education Code Section 44462.*
4. The intern credential recommendation is jointly made between the employing agency and the TCSJ IMPACT Intern Program. Employment decisions, such as continuing employment and tenure decisions, are separate from credentialing decisions, and are at the sole discretion of the employing agency. In the instance when the employing agency, for whatever reason, no longer employs an intern candidate, the program sponsor will make the recommendation for the appropriate credential if the candidate has successfully completed the intern program.
5. A Professional Development Plan for interns will be developed and implemented that includes additional instruction during the first semester of service for those serving in elementary settings (grades 1 to 6 inclusive) in child development and teaching methods, and special education programs for pupils with mild and moderate support needs.
6. Should a candidate not fulfill the completion requirements of the TCSJ IMPACT Intern Program, including timely payment of tuition, the program may drop the candidate, which we acknowledge may create employment issues for the employing agency. Program personnel will consult with appropriate educational agency staff and the candidate prior to this decision.
7. It is the district's responsibility to ensure candidates will be compensated for units earned in the program in the manner normally provided to all educational agency teachers.
8. Candidates will be evaluated annually by the employing agency.
9. All university provided supervisors 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.

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

The responsibilities of the Program Sponsor, Teachers College of San Joaquin IMPACT Intern Program, shall include the following:

1. Employment and assignment of qualified persons to teach courses and supervise candidates. Criteria include but are not limited to a) current knowledge of the content; b) knowledge of the current context of public schooling including the California adopted content standards, frameworks, and accountability systems; c) knowledge of diversity in society, including abilities, culture, language, ethnicity, and gender orientation; and d) demonstration of effective professional practices in teaching and learning, scholarship, and service.
2. Identification and assignment of a Support Supervisor and allocation of additional personnel if needed to provide on-site support for the intern. The TCSJ Support Supervisor will provide on-going direct support, including classroom observations, lesson planning, co-teaching, and evaluation of teaching proficiency according to the program sponsor's requirements.
3. Providing appropriate orientation and training for the Support Supervisor and peer coach/mentor.
    a. The content of this orientation includes but is not limited to characteristics of effective coaching, expectations for time and frequency of visitations and process for documenting observations and evaluations of interns, developing an understanding of the Teaching Performance Expectations and Teaching Performance Assessments, and expectations for supporting candidates in meeting standards including those related to oral and written language development.
4. Establishing effective and on-going communication with employing agency and TCSJ IMPACT Intern personnel (e.g., Support Supervisor, Program Evaluator, Program Coordinators, Program Director and President) as appropriate to ensure a successful teaching experience for the intern.
5. Providing all CCTC required coursework for the Preliminary Credential and assistance with questions or issues regarding credentialing.
6. Processing appropriate documents with the CCTC for intern, preliminary, and clear (if appropriate) credentials for candidates.
7. In cooperation with the employing agency the program sponsor will counsel the intern candidate and develop a plan to complete the requirements to earn a credential in the content or specialty area of the intern credential.

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. TCSJ will provide insurance documentation for their field supervisor as specified in Exhibit A.

teacherscollegesj.edu 209-468-4926 tcsjadmissions@sjcoe.net SAN JOAQUIN COUNTY OFFICE OF EDUCATION

TO BE COMPLETED BY THE EMPLOYING AGENCY:

For public schools, the Co-Sponsor Agreement can be with the district. *For charter schools the co-sponsor agreement must be with the individual school.

Type of Educational Agency:

☐ COE ☑ District ☐ Charter*

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 both parties have agreed to the conditions of the Co-Sponsor Agreement and will act as co-sponsors for the 2025-2027 academic years (7/1/25 - 6/30/27):

Name of Approving Official: TAMMY JALIQUE

Position/Title: ASSOCIATE SUPERINTENDENT FOR HR

Signature of Approving Official: _____ Date: _____

Signature of Educational Agency Board President (optional): _____ Date: _____

Signature of TCSJ Director of IMPACT Credentials: _____ Date: _____

Signature of TCSJ President: _____ Date: _____

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

Please complete the Co-Sponsor information (type or print) and return the entire document to:

Vanessa Segoviano
Email: vsegoviano@sjcoe.net
U.S. Mail: P.O. Box 213030, Stockton, CA 95213-9030

Candidates will not be admitted to the Teachers College of San Joaquin IMPACT Intern Credential Program without a current Co-Sponsor Agreement from the sponsoring educational agency on file.

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 18, 2025
RE: **Approve Intern Teacher Agreement with San Jose State University**

BACKGROUND: Tracy Unified School District currently employs interns through several colleges and universities. This has aided the District in increasing the number of candidates that are available for teaching and school counseling positions within the district. An agreement between San Jose State University and Tracy Unified School District will expand options for meeting staffing needs. This Agreement will be effective April 9, 2025, and shall remain in effect for five years.

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: There is no fiscal impact.

RECOMMENDATION: Approve Intern Teacher Agreement with San Jose State University.

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

MEMORANDUM OF UNDERSTANDING

between

SAN JOSÉ STATE UNIVERSITY and TRACY UNIFIED SCHOOL DISTICT

This Memorandum of Understanding (the "MOU") is entered into by and between the State of California through the Trustees of the California State University on behalf of San José State University (the "University" or "SJSU"), and Tracy Unified School District (the "District") and is effective as of April 9, 2025 (the "Effective Date").

RECITALS

1. The California Commission on Teacher Credentialing (the "Commission" or "CCTC") sets standards for, educator preparation for the public schools of California and the licensing and credentialing of professional educators in the State of California.
2. San José State University operates a Commission-approved and accredited teacher preparation program that satisfies Education Code section 44373(c). The University's Department of Special Education offers Education Specialist Credential programs for individuals who want to teach students and young children with disabilities.
3. Tracy Unified School District, (the "District"), a "public school employer" within Commission guidelines, is a public school district operating in California. The District occasionally serves as an employing agency that elects to employ certain individuals with an Intern credential.
4. Internships allow an individual to complete the preparation program while employed in a public school setting and holding a Commission issued Intern credential. Intern programs are a partnership between the Commission approved program sponsor and the California employing agency. The supervision and support of the intern is a joint responsibility between the Commission-approved program and the employer. Both are equally responsible for assuring that the individual teaching on an Intern credential have received the required support and supervision. This Memorandum of Understanding formally establishes a relationship between the parties who pledge to coordinate their work, allocate resources appropriately, and share responsibility with each other to meet Commission preparation standards.

The University and the District agree as follows:

1. SHARED RESPONSIBILITIES

Both University and District are equally responsible for assuring the following occur:

A. Counsel the intern and develop a plan to complete the requirements to earn a credential in the content or specialty area(s) of the Intern credential. University, the District and the intern shall concur on the program planned. Both are responsible for the timely and proper progress of the plan.

B. Identify the individual(s) and the roles/responsibility related to:
   a. Weekly course planning
   b. Coaching within the classroom
   c. Problem-solving regarding students
   d. Curriculum, and
   e. Teaching

C. Establish the process for communication between the principal or evaluator, or other District designee and the University Advisor.

D. Provide each intern a minimum of one hundred forty-four (144) hours of support/mentoring and supervision per school year including coaching, modeling and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.

   The minimum support/mentoring and supervision provided to an intern who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision should be provided to the intern every five instructional days.

E. Clearly define the documentation and monitoring processes for additional services to interns who have not yet earned the English Learner Authorization ("ELA").

F. For those interns who lack a valid ELA, provide an additional forty-five (45) hours of support/mentoring and supervision specific to meeting the needs of English learners. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern's development of knowledge and skills in the instruction of English learners. The program and the employer can collaboratively decide to provide or discontinue the additional forty-five (45) hours of support/supervision based upon the knowledge, skills and abilities of the intern teacher.

G. Provide content specific coaching.

2. UNIVERSITY'S RESPONSIBILITIES

A. University is responsible for ensuring that the intern in their program is supervised and there is adequate support.

B. Provide candidates with a minimum one hundred twenty (120)-hour pre service component that develops requisite knowledge and skills prior to entering the classroom in a sustained, intensive and classroom-focused manner. This pre service component must be completed prior to issuance of an initial intern teaching credential.

C. Assign a qualified University Supervisor who has expertise in the following: (i) current public school policies, (ii) the process for providing special education services, (iii) the ability to model best professional practices in teaching and learning, scholarship and service, (iv) knowledge of diverse abilities, cultural, language, ethnic and gender diversity, and (v) the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

D. Articulate specific responsibilities of University Supervisor including allocation of time/frequency of observations and/or coaching.

E. Provide a University Advisor during the extent of the internship and monitor the successful completion of all requirements during the internship period.

F. Review and monitor the documentation of the qualifications of the Support Provider on the "Support Provider Information Sheet".

G. Provide training seminars each semester for University Supervisors and Support Providers.

H. Receive and review the Support Provider and University Contacts forms at the end of each semester.

I. Provide information and paperwork for the process to apply for the Intern Credential (through the SJSU Credential office); sign the Intern Agreement Letter for the credential application that indicates the candidate meets all requirements for the intern credential.

J. Provide a week-long, forty five (45) hour total, summer Intern Institute that provides pre-service seminars related to topics requested by the schools and required by CCTC.

K. Provide University supervision for at least 40 hours each year of the two-year Intern program in the form of a supervision class as per the following (that is pro-rated if the Intern starts the program during the year):

   i. 15 hours of supervision and 10 hours of seminars (EDSE 105) the first semester
   ii. 15 hours of a supervision seminar (EDSE 105X: Intern Support Seminars) in the second and third semesters
   iii. 15 hours of supervision and 10 hours of seminars (EDSE 217A or EDSE 154 Directed Teaching class) the last semester

L. Monitor and review the communication between the Support Provider and University Supervisor.

3. DISTRICT'S RESPONSIBILITIES

A. District is responsible for ensuring that the intern that they have hired is supported and there is adequate supervision.

B. Clearly articulate terms of employment, including evaluation process of site-support.

C. Identify a mentor for the intern that possesses a valid, corresponding clear teaching credential and a minimum of three years of successful teaching experience (the "Support Provider").

D. Assign candidates to assume the functions authorized by the teaching credential; Interns will teach only in the subject area in which they intend to be licensed, at the school identified on the Intern Credential and will be paid a first year salary based on their placement on the certificated salary schedule.

E. Assign a Support Provider who has a valid corresponding Clear or Life Credential, three years of successful teaching experience and ELA (if responsible for providing specified ELA support). The ELA support can be an alternate individual if necessary, providing the same level of support.

F. Designate protected time for the new Intern to meet with/work with the Support Provider and any other support personnel within the school day including clearly defined expectations for type/frequency of support.

G. Evaluate the Support Provider, subject to the terms and conditions of any collective bargaining agreement to which the District is a party.

H. Provide substitute teachers for five days each year of release for the Intern to observe Master Teachers and exemplary programs.

I. Attend the Support Provider and/or University Supervisor meetings each semester.

J. Document the hours and type of contact and support provided to the Intern by completing the Support Provider or University Supervisor Contact form with each contact or visit, provide the Intern with a copy of the form and at the end of the semester submit the contacts pages to the Department of Special Education for review.

K. District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". District is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time, the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

4. STATUS OF UNIVERSITY AND DISTRICT

A. The University represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

B. The District represents and warrants that it (1) has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

5. INSURANCE

The District shall provide both general liability insurance and workers compensation insurance for any University students participating in the Program as employees of the District.

The University shall provide insurance coverage with endorsements for University employees per Exhibit A.

6. INDEMNIFICATION

A. The District agrees to indemnify, defend, and hold harmless the University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable

attorney's fees arising out of or resulting from the District's negligence, or in proportion to the District's comparative fault.

B. The University agrees to indemnify, defend, and hold harmless the District and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the University's negligence, or in proportion to the University's comparative fault.

7. TERM AND TERMINATION

A. This Agreement shall be effective as of the date first written above and shall remain in effect for five years from the Effective Date (the "Initial Term"). This Agreement shall expire at the end of the Initial Term.

B. This Agreement may be terminated at any time without penalty by written agreement or upon 30 days advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to students then participating in the Program, until the students complete their training for the semester in which termination occurs.

8. GENERAL PROVISIONS

A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

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

D. Entire Agreement. This Agreement, including any attached exhibits or agreements referenced in Sections I.A, is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

E. Endorsement. Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product or service, or any right to advertise, promote, or otherwise market any product or service without the prior written consent of the other party. Furthermore, nothing in this Agreement shall be construed as an endorsement of any commercial product or service by the University, its officers or employees.

F. Survival. Upon termination of this Contract for any reason, the terms, provisions, representations, and warranties contained in this Agreement shall survive expiration or earlier termination of this Agreement.

G. Severability. If any provision of this Agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of the Agreement and any other provision not held to be invalid.

H. No Agency. Nothing herein shall be construed to create an agency relationship between the Parties.

I. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

J. Notices. Notices required under this Agreement shall be sent to the parties by mail, postage prepaid, at the addresses set forth below (or authenticated online):

TO UNIVERSITY:

One Washington Square
San Jose State University
San Jose, CA 95192-0078
Attn: Contracts Services
Strategic Sourcing

TO DISTRICT:

Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376

Attn: Tammy Jalique
Associate Superintendent for Human Resources

9. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

SAN JOSÉ STATE UNIVERSITY Strategic Sourcing - Contracts Services	Tracy Unified School District Human Resources
By: _____	By: _____
Title: Name, Title	

Title: Tammy Jalique, Associate
Superintendent for Human Resources

TRACY
UNIFIED SCHOOL DISTRICT

Exhibit A

San José State University MOU
1875 W. Lowell Avenue
Tracy, CA 95376
Phone (209) 830-3230
Fax (209) 830-3269

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
    a. List the "Certificate Holder" as follows:
    Tracy Unified School District
    1875 W. Lowell Avenue
    Tracy, CA 95376

    b. Comprehensive General Liability with limits of $1,000,000 combined single limit per occurrence and $2,000,000 aggregate with endorsement. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Rick Management Department).

    c. Proof of Automobile Liability, if transporting students or routinely driving on campus.

    d. Proof of Workers Compensation, a waiver of subrogation to be part of this coverage.

    e. Proof of Professional Liability Insurance with coverage for Sexual Abuse and Molestation Coverage ($1,000,000) with endorsement.

    f. Sexual Abuse and Molestations coverage in the amount of $1,000,000.

2. An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the General Liability, Automobile Liability, and Professional Liability Insurance. Please note the following:

    a. List the "Additional Insured" as follows:
    Tracy Unified School District, its Governing Board, its Officers, its Agents are named as additional insured with the respects to Liability.

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

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

As an agent of SAN JOSE STATE UNIVERSITY, I am acknowledging the above insurance requirements as an addendum to the agreement in place with Tracy Unified School District dated APRIL 9, 2025.

Name Title Date

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 1, 2025
SUBJECT: **Approve Classified Calendars for the 2025-2026 School Year**

BACKGROUND: The California School Employees Association (CSEA) and Tracy Unified School District (TUSD) met to negotiate work year calendars for all classified employees. The attached calendars were agreed to at the April 1, 2025, negotiations session.

RATIONALE: Approval of the calendars will complete the negotiations process and afford all employees a calendar that is specific to their number of working days.

FUNDING: There is no cost associated with the classified calendars.

RECOMMENDATION: Approve Classified Calendars for the 2025- 2026 School Year.

Prepared by: Erin Quintana, Director of Human Resources and Employee Relations.

EO 4/1/25
L 4/1/25
CE 4/1/25

ANNUAL WORKING CALENDAR (10 Month = 181 Work Days)

2025-2026

Employee Name:
ID:
Last, First:

Employee Signature:

Date:

Approved by Supervisor:

Date:

All dates including revisions must be approved and signed by the employee and supervisor.

Holiday

Non Paid/Non Work Day(s) **

Weekend

First and Last Day of Service

July 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

On or Before May 4TH (1st Mon of May): Employee Will Receive Copy of Approved Calendar.

** Floating Holiday and additional days of vacation (75+/150+ Sick Days; as per Article XXVI) are not included on this calendar. Submit request for Floating Holiday and/or additional days of vacation in accordance with instructions and requirements noted on Notice or Request for Classified Leave form.*

*** Non Paid/Non Work Day(s) as per Article XI*

ED 4/1/25
L 4/1/25
OR 4/1/25

ANNUAL WORKING CALENDAR (10 Month = 181 Work Days + 2 Days)

2025-2026

Employee Name:
ID:
Last, First: _____

Employee Signature:

_____

Date: _____

Approved by Supervisor:

_____

Date: _____

All dates including revisions must be approved and signed by the employee and supervisor.

Holiday

Non Paid/Non Work Day(s) **

Weekend

First and Last Day of Service

July 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29		31		

August 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		30
31						

June 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

On or Before May 4TH (1st Mon of May): Employee Will Receive Copy of Approved Calendar.

** Floating Holiday and additional days of vacation (75+/150+ Sick Days; as per Article XXVI) are not included on this calendar. Submit request for Floating Holiday and/or additional days of vacation in accordance with instructions and requirements noted on Notice or Request for Classified Leave form.*

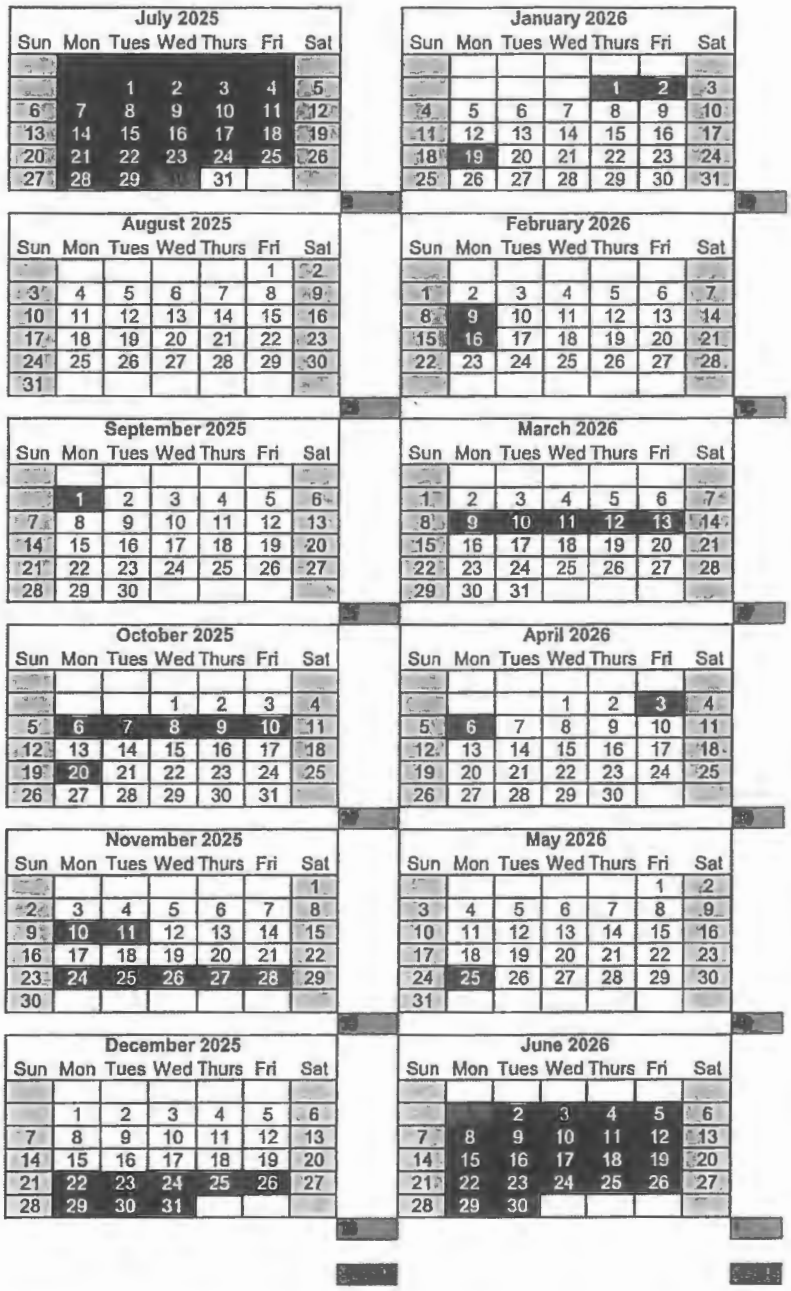
*** Non Paid/Non Work Day(s) as per Article XI*

ED 4/1/25
L 4/1/25
OE 4/1/25

ANNUAL WORKING CALENDAR (10 Month = 181 Work Days + 3 Days)

2025-2026

Employee Name:
ID:
Last, First: _____



Employee Signature: _____

Date: _____

Approved by Supervisor: _____

Date: _____

All dates including revisions must be approved and signed by the employee and supervisor.

- Holiday
- Non Paid/Non Work Day(s) **
- Weekend
- First and Last Day of Service

On or Before May 4TH (1st Mon of May): Employee Will Receive Copy of Approved Calendar.

** Floating Holiday and additional days of vacation (75+/150+ Sick Days; as per Article XXVI) are not included on this calendar. Submit request for Floating Holiday and/or additional days of vacation in accordance with instructions and requirements noted on Notice or Request for Classified Leave form.*

*** Non Paid/Non Work Day(s) as per Article XI*

EJ 4/1/25
JL 4/1/25
CL 4/1/25

ANNUAL WORKING CALENDAR (10 Month = 181 Work Days + 5 Days)

2025-2026

Employee Name:
ID:
Last, First:

Employee Signature:

Date:

Approved by Supervisor:

Date:

All dates including revisions must be approved and signed by the employee and supervisor.

Holiday

Non Paid/Non Work Day(s) **

Weekend

First and Last Day of Service

July 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
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August 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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24	25	26	27	28	29	30
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September 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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October 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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5	6	7	8	9	10	11
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November 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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December 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
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21	22	23	24	25	26	27
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January 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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4	5	6	7	8	9	10
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February 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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March 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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April 2026

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May 2026

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June 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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*** Non Paid/Non Work Day(s) as per Article XI*

EB 4/1/25
L 4/1/25
CL 4/1/25

ANNUAL WORKING CALENDAR (10 Month = 181 Work Days + 10 days)

2025-2026

Employee Name:
ID:
Last, First: _____

Employee Signature:

_____

Date: _____

Approved by Supervisor:

_____

Date: _____

All dates including revisions must be approved and signed by the employee and supervisor.

Holiday

Non Paid/Non Work Day(s) **

Weekend

First and Last Day of Service

July 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
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27	28	29	30	31		

August 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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24	25	26	27	28	29	30
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September 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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28	29	30				

October 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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19	20	21	22	23	24	25
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November 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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December 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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January 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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18	19	20	21	22	23	24
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February 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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April 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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May 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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10	11	12	13	14	15	16
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24	25	26	27	28	29	30
31						

June 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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14	15	16	17	18	19	20
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*** Non Paid/Non Work Day(s) as per Article XI*

ED 4/1/25
L 4/1/25
Q 4/1/25

ANNUAL WORKING CALENDAR (10 Month = 181 Work Days + 15 days)

2025-2026

Employee Name:
ID:
Last, First: _____

Employee Signature:

_____

Date: _____

Approved by Supervisor:

_____

Date: _____

All dates including revisions must be approved and signed by the employee and supervisor.

Holiday

Non Paid/Non Work Day(s) **

Weekend

First and Last Day of Service

July 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17		19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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September 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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October 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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November 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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December 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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January 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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25	26	27	28	29	30	31

February 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
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19	20	21	22	23	24	25
26	27	28	29	30		

May 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4		6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

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*** Non Paid/Non Work Day(s) as per Article XI*

EQ 4/1/25
L 4/1/25
OE 4/1/25

PLANNED VACATION DAYS CALENDAR

2025-2026

Employee Name:
ID
Last, First

Hire Date:

0.00 Hrs. (0 Days)
Carry Over Vacation From 2024/2025
Subject to information available as of April 1

0.00 Hrs (0 Days)
Vacation Allocation Estimated For 2025/2026 Based On Hire Date And Contract Information

0.00 Hrs (0 Days)
TOTAL Number Of Vacation Hours To Be Used By June 30, 2026
*This Total Does NOT Include Floating Holiday or Additional Days of Vacation **

Employee Signature:

Date:

Approved by Supervisor:

Date:
All dates including revisions must be approved and signed by the employee and supervisor.

JULY - 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST - 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
					1	2
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER - 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER - 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER - 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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DECEMBER - 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25		27
28	29	30	31			

JANUARY - 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY - 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
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MARCH - 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL - 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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MAY - 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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24	25	26	27	28	29	30
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JUNE - 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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21	22	23	24	25	26	27
28	29	30				

- Holiday
- Non Paid/Non Work Day(s) **
- Weekend
- Vacation May Not Be Approved Depending on Needs of Dept./Site
- X Vacation In Abeyance
- X Vacation Not Approved
- Vacation Requested
- Vacation Used

On or Before May 1ST: Employee Will Receive Blank Calendar for Completion
On or Before May 15th: Employee Will Submit Completed Calendar to Supervisor for Approval
On or Before June 1st: Employee Will Receive Copy of Approved Calendar, or a Request for Revision

** Floating Holiday and additional days of vacation (75+/150+ Sick Days; as per Article XXVI) are not included on this calendar. Submit request for Floating Holiday and/or additional days of vacation in accordance with instructions and requirements noted on Notice or Request for Classified Leave form.*
*** Non Paid/Non Work Day(s) as per Article XI*

Supervisor - Original
Employee - Copy

EQ 4/1/25
e 4/1/25
ce 4/1/25

PLANNED VACATION DAYS CALENDAR

2026-2026

Employee Name:
ID
Last, First

Hire Date:

0.00 Hrs. (0 Days)
Carry Over Vacation From 2024/2025
Subject to information available as of April 1

0.00 Hrs (0 Days)
Vacation Allocation Estimated For 2025/2026 Based On Hire Date And Contract Information

0.00 Hrs (0 Days)
TOTAL Number Of Vacation Hours To Be Used By June 30, 2026
*This Total Does NOT Include Floating Holiday or Additional Days of Vacation **

Employee Signature:

Date:

Approved by Supervisor:

Date:
All dates including revisions must be approved and signed by the employee and supervisor.

JULY - 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
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20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST - 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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24	25	26	27	28	29	30
31						

SEPTEMBER - 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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21	22	23	24	25	26	27
28	29	30				

OCTOBER - 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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5	6	7	8	9	10	11
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NOVEMBER - 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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DECEMBER - 2025

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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7	8	9	10	11	12	13
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21	22	23	24	25	26	27
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JANUARY - 2026

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FEBRUARY - 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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22	23	24	25	26	27	28

MARCH - 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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29	30	31				

APRIL - 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
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MAY - 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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JUNE - 2026

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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21	22	23	24	25	26	27
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- Holiday
- Non Paid/Non Work Day(s) **
- Weekend
- Vacation May Not Be Approved Depending on Needs of Dept/Site
- X Vacation In Abeyance
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- Vacation Requested
- Vacation Used

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*** Non Paid/Non Work Day(s) as per Article XI*

Supervisor - Original
Employee - Copy

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: April 08, 2025
SUBJECT: **Approve the Agreement for the Tracy Unified School District TK Classrooms, Phase 3 Project (Site Work Development at Various Sites)**

BACKGROUND: The Tracy Unified School District has planned to expand at various campus sites, deemed to have facilities impacts based on various new and expanding district programs. One of the districts current and impacted programs includes the Transitional Kindergarten.

RATIONALE: To address the growing need for additional facilities, the Tracy Unified School District has prepared plans and specifications and has approved the utilization of a piggy-back purchase contract. This contract includes the procurement of modular buildings to support program expansion and classroom accommodations, in compliance with the requirements of the Transitional Kindergarten Program. Following the completion of prior building purchases under the piggy-back purchase contract, the District now requires additional contracted services, including site work, infrastructure development, and the installation of the modular buildings, as per the negotiated construction agreement.

The district now desires to award the project and negotiated construction agreement; to Acme Construction, Company Inc. as a responsive and prequalified bidder meeting the conditions pursuant to Public Contract Code section 20111.5.

Therefore, the attached notice of award, and agreement are complete and final to be issued and approved.

FUNDING: Fund 25

RECOMMENDATIONS: Approve the Agreement for the Tracy Unified School District TK Classrooms, Phase 3 Project (Site Work Development at Various Sites).

Prepared by: Donald Dias, Interim Director of Facilities & Planning.

DOCUMENT 00 51 00

NOTICE OF INTENT TO AWARD

Dated: April 8, 2025

To: **Acme Construction Co., Inc.** (Contractor)

Address: **1565 Cummins Drive, Modesto, CA 95358**

From: **Governing Board ("Board") of the Tracy Unified School District** ("District")

Re: **2024/2025 – 85 TUSD TK CLASSROOMS, PHASE 3** ("Project").

Please take notice that the Tracy Unified School District ("Owner") intends to award the above Project to you, in the amount of **Five Million Eight Hundred Nine Thousand Eight Hundred Dollars ($5,809,800.00).**

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Intent to Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

a. Agreement: To be executed by successful Bidder. Submit Two (2) copies, each bearing an original signature.

b. Non-Collusion Declaration.

c. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.

d. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

e. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

f. Insurance Certificates and Endorsements as required.

g. Form W-9

h. Registered Subcontractor List

i. Workers' Compensation Certification.

j. Prevailing Wage and Related Labor Requirements Certification.

k. Disabled Veteran Business Enterprise Participation Certification.

l. Drug-Free Workplace Certification.

m. Tobacco-Free Environment Certification.

n. Hazardous Materials Certification.

o. Lead-Based Materials Certification.

p. Imported Materials Certification.

q. Iran Contracting Act Certification

r. Criminal Background Investigation/Fingerprinting Certification.

s. Buy American Certification.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Intent to Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

TRACY UNIFIED SCHOOL DISTRICT BY:

NAME: _____

TITLE:

END OF DOCUMENT

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: March 28, 2025
SUBJECT: **Approve Agreements for the Tracy Unified District Reroofing Project Bid No. 2024/25-01**

BACKGROUND: The aging roof system at Tracy Unified School District, has far exceeded its life and is in need of replacement. The roof system was originally assessed in November of 2020 and was added to the Deferred Maintenance list of roofs to replace. Subsequently, the needed scope of work was advertised, and bids were received for the work to be completed. The bids were reviewed and assessed for the most responsive and lowest bidders, as presented;

Tracy Unified School District	Contractor	Contractor Bid	Total Project Price
Bid Section 1	Pac Shield Roof Services Inc.	$2,367,711.00	$2,367,711.00
		Total Project Cost	**$2,367,711.00**

RATIONALE: The following project and its scope of work is needed to continue the support of the District's goals to maintain and benefit the learning environment and the educational experiences of the students and staff of the Tracy Unified School District within its Facilities.

FUNDING: $2,367,711.00 (Fund 14-Def. Maintenance).

RECOMMENDATION: Approve the Agreements for the Tracy Unified District Reroofing Project Bid No. 2024/25-01.

Prepared by: Donald Dias, Interim Director of Facilities, Planning, and Construction.

DOCUMENT 00 51 00

NOTICE OF AWARD

Dated: April 8, 2025

To: Pac Shield Roof Services, Inc.
5151 Pentecost Dr. Suite A-1
Modesto, CA 95356

From: Governing Board ("Board") of the Tracy Unified School District ("District")

Re: Tracy Unified School District Education Center Re-Roofing ("Project").

Contractor has been awarded the Contract for the above-referenced Project on April 8, 2025, by action of the District's Board.

The Contract Price is Two Million Three Hundred Sixty-Seven Thousand Seven Hundred and Eleven Dollars ($2,367,711.00) and includes zero (0) alternates.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.

b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

c. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

d. Insurance Certificates and Endorsements as required.

e. W-9 Form

f. SB 854

g. Criminal Background Investigation/Fingerprinting Certification.

h. Roof Project Certification.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

TRACY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: March 28, 2025
SUBJECT: **Approve Agreements for the Louis Bohn Elementary School Reroofing Project Bid No. 2024/25-02**

BACKGROUND: The aging roof system at Louis Bohn Elementary School, has far exceeded its life and is in need of replacement. The roof system was originally assessed in November of 2020 and was added to the Deferred Maintenance list of roofs to replace. Subsequently, the needed scope of work was advertised, and bids were received for the work to be completed. The bids were reviewed and assessed for the most responsive and lowest bidders, as presented;

Louis Bohn Elementary School	Contractor	Contractor Bid	Total Project Price
Bid Section 1	Barth Roofing	$849,200.00	$849,200.00
		Total Project Cost	**$849,200.00**

RATIONALE: The following project and its scope of work is needed to continue the support of the District's goals to maintain and benefit the learning environment and the educational experiences of the students and staff of the Tracy Unified School District within its Facilities.

FUNDING: $849,200.00 (Measure O School Bond).

RECOMMENDATION: Approve the Agreements for the Louis Bohn Elementary School Reroofing Project Bid No. 2024/25-02.

Prepared by: Donald Dias, Interim Director of Facilities, Planning, and Construction.

DOCUMENT 00 51 00

NOTICE OF AWARD

Dated: April 8, 2025

To: Barth Roofing
4384 W. Pine Haven Drive
Tracy, CA 95304

From: Governing Board ("Board") of the Tracy Unified School District ("District")

Re: Louis Bohn Elementary School Re-Roofing ("Project").

Contractor has been awarded the Contract for the above-referenced Project on April 8, 2025, by action of the District's Board.

The Contract Price is Eight Hundred Forty-Nine Thousand Two Hundred Dollars ($849,200.00) and includes zero (0) alternates.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.

b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

c. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

d. Insurance Certificates and Endorsements as required.

e. W-9 Form

f. SB 854

g. Criminal Background Investigation/Fingerprinting Certification.

h. Roof Project Certification.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

TRACY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: March 28, 2025
SUBJECT: **Approve Agreements for the Art Freiler School Reroofing Project Bid No. 2024/25-04**

BACKGROUND: The aging roof system at Art Freiler School, has far exceeded its life and is in need of replacement. The roof system was originally assessed in November of 2020 and was added to the Deferred Maintenance list of roofs to replace. Subsequently, the needed scope of work was advertised and bids were received for the work to be completed. The bids were reviewed and assessed for the most responsive and lowest bidders, as presented;

Art Freiler School	Contractor	Contractor Bid	Total Project Price
Bid Section 1	Rua and Son Mechanical, Inc.	$594,275.00	$594,275.00
		Total Project Cost	**$594,275.00**

RATIONALE: The following project and its scope of work is needed to continue the support of the District's goals to maintain and benefit the learning environment and the educational experiences of the students and staff of the Tracy Unified School District within its Facilities.

FUNDING: $594,275.00 (Measure O School Bond).

RECOMMENDATION: Approve Agreements for the Art Freiler School Reroofing Project Bid No. 2024/25-04.

Prepared by: Donald Dias, Interim Director of Facilities, Planning, and Construction.

DOCUMENT 00 51 00

NOTICE OF AWARD

Dated: April 8, 2025

To: Rua & Son Mechanical, Inc
4265 Duluth Ave.
Rocklin, CA 95765

From: Governing Board ("Board") of the Tracy Unified School District ("District")

Re: Art Freiler School Re-Roofing ("Project").

Contractor has been awarded the Contract for the above-referenced Project on April 8, 2025, by action of the District's Board.

The Contract Price is Five Hundred Ninety-Four Thousand Two Hundred and Seventy-Five Dollars ($594,275.00) and includes zero (0) alternates.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.

b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

c. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

d. Insurance Certificates and Endorsements as required.

e. W-9 Form

f. SB 854

g. Criminal Background Investigation/Fingerprinting Certification.

h. Roof Project Certification.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

TRACY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: March 28, 2025
SUBJECT: **Approve Agreements for the George Kelly School Reroofing Project Bid No. 2024/25-05**

BACKGROUND: The aging roof system at George Kelly School has far exceeded its life and is in need of replacement. The roof system was originally assessed in November of 2020 and was added to the Deferred Maintenance list of roofs to replace. Subsequently, the needed scope of work was advertised, and bids were received for the work to be completed. The bids were reviewed and assessed for the most responsive and lowest bidders, as presented;

George Kelly School	Contractor	Contractor Bid	Total Project Price
Bid Section 1	Universal Coating Inc.	$517,400.00	$517,400.00
		Total Project Cost	**$517,400.00**

RATIONALE: The following project and its scope of work is needed to continue the support of the District's goals to maintain and benefit the learning environment and the educational experiences of the students and staff of the Tracy Unified School District within its Facilities.

FUNDING: $517,400.00 (Measure O School Bond).

RECOMMENDATION: Approve Agreements for the George Kelly School Reroofing Project Bid No. 2024/25-05.

Prepared by: Donald Dias, Interim Director of Facilities, Planning, and Construction.

DOCUMENT 00 51 00

NOTICE OF AWARD

Dated: April 8, 2025

To: Universal Coatings, Inc.
5191 E. Dakota Avenue
Fresno, CA 93727

From: Governing Board ("Board") of the Tracy Unified School District ("District")

Re: George Kelly School Re-Roofing ("Project").

Contractor has been awarded the Contract for the above-referenced Project on April 8, 2025, by action of the District's Board.

The Contract Price is Five Hundred Seventeen Thousand Four Hundred Dollars ($517,400.00) and includes zero (0) alternates.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.

b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

c. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

d. Insurance Certificates and Endorsements as required.

e. W-9 Form

f. SB 854

g. Criminal Background Investigation/Fingerprinting Certification.

h. Roof Project Certification.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

TRACY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: March 28, 2025
SUBJECT: **Approve Agreements for the Stein High School Reroofing Project Bid No. 2024/25-03**

BACKGROUND: The aging roof system at Stein High School has far exceeded its life and is in need of replacement. The roof system was originally assessed in November of 2020 and was added to the Deferred Maintenance list of roofs to replace. Subsequently, the needed scope of work was advertised, and bids were received for the work to be completed. The bids were reviewed and assessed for the most responsive and lowest bidders, as presented;

Stein High School	Contractor	Contractor Bid	Total Project Price
Bid Section 1	Rua and Son Mechanical, Inc.	$726,550.00	$726,550.00
		Total Project Cost	**$726,550.00**

RATIONALE: The following project and its scope of work is needed to continue the support of the District's goals to maintain and benefit the learning environment and the educational experiences of the students and staff of the Tracy Unified School District within its Facilities.

FUNDING: $726,550.00 (Fund 14-Def. Maintenance).

RECOMMENDATION: Approve Agreements for the Stein High School Reroofing Project Bid No. 2024/25-03.

Prepared by: Donald Dias, Interim Director of Facilities, Planning, and Construction.

DOCUMENT 00 51 00

NOTICE OF AWARD

Dated: April 8, 2025

To: Rua & Son Mechanical, Inc
4265 Duluth Ave.
Rocklin, CA 95765

From: Governing Board ("Board") of the Tracy Unified School District ("District")

Re: Stein High School Re-Roofing ("Project").

Contractor has been awarded the Contract for the above-referenced Project on April 8, 2025, by action of the District's Board.

The Contract Price is Seven Hundred Twenty-Six Thousand Five Hundred and Fifty Dollars ($726,550.00) and includes zero (0) alternates.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.

b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

c. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

d. Insurance Certificates and Endorsements as required.

e. W-9 Form

f. SB 854

g. Criminal Background Investigation/Fingerprinting Certification.

h. Roof Project Certification.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

TRACY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

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 (Second 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 (Second 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 (Second 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 (Second 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.

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~~

~~51220 - Areas of study, grades 7 through 12~~

~~**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
4331	Staff Development

TUSD Adopted: 9/23/97

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 (Second 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 (Second 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, Associate Superintendent of Human Resources
DATE: March 30, 2025
SUBJECT: **Approve Increase to Certificated Substitute Rates of Pay**

BACKGROUND: For the 2021-2022, 2022-2023, 2023-2024, and 2024-2025 school years, the Tracy Unified School District Board of Trustees approved a temporary increase to certificated substitute rates of pay. As the state of California is still experiencing a teacher shortage due to a variety of social and economic factors, a recommendation to increase certificated substitute rates of pay as a permanent increase is being proposed to address this shortage.

RATIONALE: A permanent increase in certificated substitute pay rates will make substituting in Tracy Unified School District a more appealing consideration and may increase the District's ability to recruit substitutes and support provision of services to students.

FUNDING: General Fund.

RECOMMENDATION: Approve Increase to Certificated Substitute Rates of Pay.

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

Proposed Increase to Certificated Substitute Rates

	Days Subbed in Prior Year			
Rates prior to the 21-22 temporary increase:	1 to 30	21 to 60	61 - 90	91+
Full day, 5 or more hours	$ 168.00	$ 179.00	$ 200.00	$ 210.00
3/4 day; 4 hours and 1 minutes	$ 126.00	$ 134.25	$ 150.00	$ 157.50
1/2 day	$ 84.00	$ 89.50	$ 100.00	$ 105.00
Prep Period Coverage	$ 33.60	$ 35.80	$ 40.00	$ 42.00
Long Term Rate				
$210				

	Days Subbed in Prior Year			
Proposed Rates (continuation of 21-22 temporary rates as a permanent change)	1 to 30	21 to 60	61 - 90	91+
Full day, 5 or more hours	$ 215.00	$ 236.00	$ 257.00	$ 280.00
3/4 day; 4 hours and 1 minutes	$ 161.25	$ 177.00	$ 192.75	$ 210.00
1/2 day	$ 107.50	$ 118.00	$ 128.50	$ 140.00
Prep Period Coverage	$ 43.00	$ 47.20	$ 51.40	$ 56.00
Long Term Rate				
$280/day				

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 31, 2025
SUBJECT: **Receive the District's Initial Bargaining Proposal for the Tracy Educators' Association for the 2025-2026 School Year, Pending Public Input**

BACKGROUND: The current three-year contract between the Tracy Educators' Association and the Tracy Unified School District (TUSD) expires on June 30, 2026. The articles below will be negotiated for the re-opener agreement during 2025-2026 school year.

RATIONALE: The District chooses to open the following Articles:

Article XVII – Evaluation
Article XXXIX – Teachers Assigned to Independent Charter

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: N/A.

RECOMMENDATION: Receive the District's Initial Bargaining Proposal for the Tracy Educators' Association for the 2025-2026 School Year, Pending Public Input

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