NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
May 13, 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: **6:15 PM** **Closed Session**
7:00 PM **Open Session**

AGENDA

Pg. No.

1. Call to Order

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#50, 24/25#51, 24/25#54, 24/25#55, 24/25#56, 24/25#57

3.2.2 Reinstatements: AR#24-25/#36, AR#24-25/#37, AR#24-25/#38, AR#24-25/#39

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

3.2.3 Early Graduation: TISCS#1032859, TISCS#10363003

Action: Motion__; Second . **Vote:** Yes ; No__; Absent ; Abstain

3.3 Human Resources:

3.3.1 Consider Non-Renewal of Coach Contracts for Employees #UCL-522, #UCL-523, #UCL-524, #UCL-525, and UCL-526

Action: Motion _; Second__. **Vote:** Yes_ _; No ; Absent ; Abstain _ _

3.3.2 Release Probationary Classified Employee #UCL-527 Utility Person III

Action: Motion__; Second__. **Vote:** Yes _; No___; Absent __; Abstain

3.3.3 Release Probationary Classified Employee #UCL-528 Food Service Warehouse

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

3.3.4 Consider Public Employee/Employment/Discipline/Dismissal/Release
Government Code §54957
Action: Motion__; Second__. **Vote:** Yes ; No___; Absent ; Abstain
3.3.5 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#50, 24/25#51, 24/25#54, 24/25#55,
3.2.1 24/25#56, 24/25#57
Action: Motion ____ Second ___. **Vote:** Yes___; No___ ; Absent ; Abstain ___
6b Report Out of Action Taken on Reinstatements: AR#24-25/#36, AR#24-25/#37,
3.2.2 AR#24-25/#38, AR#24-25/#39
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6c Report Out of Action Taken on Early Graduation: TISCS#1032859, TISCS#
3.2.3 10363003
Action: **Vote:** Yes___; No _; Absent___; Abstain ___
6d Report Out of Action Taken on Consider Non-Renewal of Coach Contracts for
3.3.1 Employees #UCL-522, #UCL-523, #UCL-524, #UCL-525, and UCL-526
Action: **Vote:** Yes___; No___; Absent___; Abstain _
6e Report Out of Action Taken on Release Probationary Classified Employee
3.3.2 #UCL-527 Utility Person III
Action: **Vote:** Yes___; No___; Absent___; Abstain
6f Report Out of Action Taken on Release Probationary Classified Employee
3.3.3 #UCL-528 Food Service Warehouse
Action: **Vote:** Yes___; No___; Absent __; Abstain ___

7. Approve Regular Minutes of April 22, 2025 **1-5**
Action: Motion__ ; Second __. **Vote:** Yes __; No __; Absent ___; Abstain

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

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

10. Information & Discussion Items: An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.
10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on the Tracy Unified School District Induction Program — **6**

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

12. **PUBLIC HEARING:** None.

13. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain .
Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance received by Tracy Unified.

13.1 Administrative & Business Services:

13.1.1 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District — **7-8**

13.1.2 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda — **9-11**

13.1.3 Approve Entertainment, Assembly, Service, Business and Food Vendors — **12-13**

13.2 Educational Services:

13.2.1 Approve Contract Service Agreement with Fusion Academy for the Remainder of the 2024-2025 School Year — **14-17**

13.2.2 Ratify Contract Agreement with Dr. Pedro Olvera Psychology, Professional Corporation for an Independent Education Evaluation (IEE) for the 2024-2025 School Year — **18-21**

13.2.3 Approve and/or Ratify Routine Agreements which Meet the Criteria for Placement on the Consent Agenda — **22-24**

13.2.4 Renew the Annual Advancement via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, Art Freiler School and Williams Middle School for the 2025-2026 School Year — **25-30**

13.2.5 Approve Agreement for Contract Services with Community Medical Centers and Kimball High, McKinley Elementary and Tracy High during 2025 Summer School — **31-35**

13.2.6 Approve Agreement for Special Contract Services with Operation Scholars and Prevention Services Department during 2025 Summer School — **36-39**

13.2.7	Ratify Special Service Agreement with Augmentative Communication Solutions for an Independent Education Evaluation (IEE) for the 2024-2025 School Year	**40-43**
13.2.8	Approve Agreement for Contract Services between Valley Community Counseling and North School and West High School during 2025 Summer School	**44-47**
13.2.9	Approve Agreement with Moni Brown and Tracy Unified School District for Curriculum Support and Development for ASL Courses	**48-51**
13.2.10	Approve Agreement for Special Contract Services with the County Office of Education for Professional Development on ELA and Literacy Training for Teachers during the 2025-2026 School Year	**52-54**
13.2.11	Approve Agreement for Special Contract Services with Mark Manross Consulting to Provide Physical Education Teachers Professional Learning during Buy Back Day and Pre-Service Day during the 2025-2026 School Year	**55-58**
13.2.12	Approve Agreement for Special Contract Services with the County Office of Education for Certificated and Classified Employees Professional Development during the 2025-2026 School Year	**59-62**

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	**63-65**
13.3.2	Approve Classified, Certificated, and/or Management Employment	**66-69**
13.3.3	Ratify Agreement for Special Contract Services with School Services of California, Inc.	**70-72**
13.3.4	Approve Teacher Intern Agreement with Santa Clara County Office of Education	**73-80**

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

14.1 Administrative & Business Services: None.

14.2 Educational Services:

14.2.1 Adopt Revised TUSD Coaches Handbook (Separate Cover) **81**

Action: Motion___; Second___. **Vote:** Yes : No : Absent : Abstain .

14.3 Human Resources:

14.3.1 Approve New Job Description for Coordinator of Continuous Improvement, State and Federal Programs **82-85**

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 May 27, 2025
17.2 June 10, 2025
17.3 June 23, 2025 (Monday)

18. Upcoming Events:

18.1	May 29, 2025	Last Day of School
18.2	August 4, 2025	First Day of School
18.3	September 1, 2025	No School, Labor Day

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

Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, April 22, 2025

6:15 PM: **1-3.** President Silcox called the meeting to order and adjourned to closed session.

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

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

Closed Session:

6a Action Taken on Finding of Facts: 24/25#45
3.2.1
Action: Fagin, Cheeseman. **Vote:** Yes-5; No-0; Absent-1 (Hawkins, Secker).

6b Report Out of Action Taken on Reinstatements: AR#24-25/#35
3.2.2
Action: Approved. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Secker).

6c Report Out of Action Taken on Early Graduation: TISCS#10327003,
3.2.3 TISCS# 10330654, TISCS#10358002, TISCS#10360498
Action: Approved. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Secker).

6d Report Out of Action Taken on Confidential Student Matter:
3.2.4 Consideration to Issue Subpoena 24/25#1
Action: Rejected. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Secker).

6e Report Out of Action Taken on Confidential Student Matter:
3.2.5 Consideration to Issue Subpoena 24/25#2
Action: Rejected. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Secker).

6f Report Out of Action Taken on Confidential Student Matter:
3.2.6 Consideration to Issue Subpoena 24/25#3
Action: Rejected. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Secker).

6g Report Out of Action Taken on Confidential Student Matter:
3.2.7 Consideration to Issue Subpoena 24/25#4
Action: Rejected. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Secker).

6h Report Out of Action Taken on Confidential Student Matter:
3.2.8 Consideration to Issue Subpoena 24/25#5
Action: Rejected. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Secker).

6i Report Out of Action Taken on Confidential Student Matter:
3.2.9 Consideration to Issue Subpoena 24/25#6
Action: Rejected. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Secker).

6j Report Out of Action Taken on Confidential Student Matter:
3.2.10 Consideration to Issue Subpoena 24/25#7
Action: Rejected. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Secker).

6k Consider Unpaid Leave of Absence for Classified #UCL - 521
3.3.1
Action: Approved. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Secker).___

Minutes:

7. Approve Regular Minutes of April 8, 2025.
Action: Cheeseman, Traina. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Secker).

Audience:

Sam Strube, Jenny Hoffman, Jason Noll, Audra Munoz, Susan Hawkins, Chad Pettigrew, Rita Lam, Javier Rojas, Bandana Lal, Jake Hallen, Janeth Ruelas

Student Rep Reports:

8.1 Alternative Education: Santiago Magallanes Robles and Elaina Marcum were unable to attend.

Tracy High: Jake Hallen filled in this evening as student representative. The Bulldogs Got Talent event was held on the 26th. It included eating competitions, comedy shows, and dance performers. The prom was held at the California Academy of Science. There was a variety of food to please everyone. Students enjoyed watching the sea creatures in the aquarium while they danced the night away. They recently completed CAASP testing and celebrated Assistant Principal appreciation day. The THS Masked Singer event was postponed due to an overlap in events, they are looking forward to this for next school year. THS Mock Trial is April 26th, please come to support the team and see what life is like in the court room.

West High: Noah Watkins and Lucia Noor Behnam shared the latest WHS events. The Annual Spring Fest was open to the public. Many clubs raised funds by selling handmade crafts and food. March 29th was the WHS Out of this World prom. It was an amazing night for all. This week is the multi-cultural spirit week. They are celebrating with various different dress up days and themes. There will be a multi-cultural rally this Friday with various clubs on campus performing cultural dances. Spring sport senior nights are occurring throughout the month. The boys' volleyball team won the league championship. WHS's performance of The Great Gatsby opens this week with shows April 25th and 26th and May 2nd and 3rd.

Kimball High: Andrew Henano Megia reports that Kimball has been full of school spirit. Their Lift Up included many clubs, sports teams, and staff coming together to celebrate Jaguar pride. They held a spring sport spirit week with a Kimballodian theme, having different dress up days and activities. Students with a 4.0 GPA received a prestigious Academic Block K, and those committed to service received a Community Service Block K. Drama just wrapped up the production of Bye Bye Birdie with a full house each night. Counselors are hosting college and career fairs and seniors are being sent off with various fun senior events. Tomorrow Kimball is having a talent show at 4:30.

8.2 Williams Middle School; Layla McDonald, Leadership President, Kristin Tran Vice President, and Treasurer Ashley Yos, provided highlights of the year so far. The leadership students planned various events throughout the year such as the Haunted Hallway, spirit wear Fridays, and quarterly dances. Once again this year, the students participated in Brighter Christmas. The Leadership class designed boxes and gave them out to each class for food donations. The co-ed volleyball team had an amazing season ending with a student vs. staff game which was a lot of fun. The Williams band and orchestra put on concerts throughout the year.

North Elementary School: Ximena Rojas, Katheryn Zarate, Rishaan Lal, and Alejandra Martinez shared what it is like to be a student at North School. Students work hard in the classroom preparing for college and career. STEM is a focus in all classrooms from preschool to 8th grade. They also hold STEM nights in the evenings so families can come together to learn and have fun. North students explore the world around them by conducting science experiments and going on educational field trips. Music class is offered for all grades, however, starting in 5th grade, students can join the band and take part in concerts for North's community. This year they have added strings to their after-school program. At lunch, students enjoy playing games with the Boys and Girls Club or doing activities in the library.

Recognition & Presentations:

9.1 Adult School: Sam Strube, Principal of the Tracy Adult School was joined by students from the program. The Adult School was formed out of a community of need. Per the 2020 census, in Tracy there are 7,155 adults with less than a high school education and 9,230 adults who speak English less than very well. The Adult School is a state-designed and funded program. There are currently 512 students enrolled in the ESL program with 5 promotions so far this year in the Adult Basic Education class and 52 graduates to date earning a high school diploma. They also hold credit recovery in the evenings where students from high schools in Tracy make up credits towards graduation. The ESL class runs an ESL Café where they engage in real life conversation similar to working in a store. Since the 1960's they have partnered with Delta College, transitioning students to training and certificate programs, as well as offering dual enrollment. Students introduced themselves, shared their personal stories and how the adult school program has helped them to reach their goals.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

Hearing of Delegations

11. None.

Public Hearing:

12.1 Administrative & Business Services: None.

12.2 Education Services: None.

12.3 Human Resources:

12.3.1 Receive Public Comments Regarding Negotiations with Tracy Educators' Association (TEA) and the Tracy Unified School District (TUSD)

Opened Public Hearing at 7:43 p.m.
No comments received.
Closed Public Hearing at 7:44 p.m.

Consent Items:

13. Board approval of any agenda item requiring insurance is conditioned upon receipt of appropriate insurance by Tracy Unified. Action: Alexander, Fagin. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Secker).
Agenda Item 13.2.2 was pulled.

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

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

13.1.3 Approve Accounts Payable Warrants (March 2025) (Separate Cover)

13.1.4 Approve Revolving Cash Fund Reports (March 2025)

13.1.5 Approve Payroll Reports (March 2025)

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

13.2 Educational Services:

13.2.1 Ratify Special Contract Services Agreement with Academic Behavior Consultants Psych Group for Independent Education Evaluations (IEEs)

13.2.2 Ratify Service Agreement with Fusion Academy for the Remainder of the 2024-2025 School Year – AGENDA PULLED

13.2.3 Approve and/or Ratify Routine Agreements which Meet the Criteria for Placement on the Consent Agenda

13.2.4 Approve Overnight Travel for Kimball High School Cheerleaders to Attend Cheer Camp at William Jessup University, Rocklin, CA on June 27-29, 2025

13.2.5 Approve Overnight Travel for Kimball High School Senior Class to Attend Grad Night at Disneyland in Anaheim, CA on May 18-19, 2025

13.2.6 Ratify Overnight Travel for the Kimball High School Track and Field Team and Head Coach to Attend the Mt. SAC Relays in Walnut, CA on April 17-19, 2025

13.3 Human Resources:

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

13.3.2 Approve Classified, Certificated and/or Management Employment

13.3.3 Approve Individual Intern Agreement with CSU Stanislaus

Action Items:

14.1 Administrative & Business Services:

14.1.1 Authorize the Director of School Business Support Services and Purchasing Solicit Bids for Armored Car Services

Action: Cheeseman, Fagin. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Secker).

14.1.2 Authorize the Director of Food Services to Solicit Proposals for Food and Non-Food Items for the 2025/2026 School Year

Action: Cheeseman, Alexander. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Secker).

14.1.3 Approve Resolution 24-17 Authorizing Issuance of General Obligation Bonds, 2024 Election, Series A in the Principal Amount of Not To Exceed $65,000,000 (Separate Cover)

Action: Alexander, Traina. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Secker).

14.2 Educational Services:

14.2.1 Adopt TUSD K-8 and High School Handbook Changes for the 2025-2026 School Year (Separate Cover)

Action: Fagin, Cheeseman. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Secker).

14.2.2 Approve Adoption of Instructional Materials

Action: Traina, Fagin. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Secker).

14.3 Human Resources:

14.3.1 Adopt the District's Initial Bargaining Proposal for the Tracy Educators' Association for the 2025-2026 School Year

Action: Cheeseman, Alexander. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Secker).

Board Reports: Trustee Traina expressed that it had been a fulfilling evening, the aspect of the cultural theme that is occurring in the district was evident from all of the presentations. Trustee Cheeseman gave a shout out to school bus drivers. Each year, on the 4th Tuesday of April, the State Assembly and Senate draft resolutions honoring school bus drivers. TUSD and California have phenomenal bus drivers. Trustee Alexander is thrilled that we have a lot of youth participation, she enjoyed all the reports and hearing of their activities. She also mentioned that Williams Middle School has started a Black Student Union. Trustee Fagin gave kudos to the Tracy Charter, Adult School, and Stein High School for the extracurricular activities they provide for students that are struggling. Trustee Silcox passed on comment.

Superintendent Report: Dr. Pecot informed tomorrow is the Festival of Cultures at the Grand Theater. This is a free event where you can see more of our students' talents. He also gave appreciation to staff for Administration Professionals Appreciation week. He is thankful for all that they do.

Adjourn: 7:51 P.M.

_____ _____

Clerk Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Ed Services
DATE: April 25, 2025
SUBJECT: **Receive Report on the Tracy Unified School District Induction Program**

BACKGROUND: The Tracy Unified Induction Program is based on a support and growth model that has been in place since 1998 through the San Joaquin County Office of Education (SJCOE) and then as a District stand-alone program beginning in the year. The TUSD Induction Program provides collaborative, individualized support for all induction candidates through a formative assessment process to support teachers in their growth along the continuum of California Standards for the Teaching Profession. The Induction Program fosters self-reflective, positive thinking teachers who engage in collaboration and focus on student achievement. Upon completion of this program, candidates will earn their Clear Teaching Credential.

RATIONALE: The Tracy Unified School District (TUSD) Induction Program Report provides an update and information to the Board of Education on the current state of the Induction Program in the District. This Agenda supports District Strategic Goal 2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential. This Agenda also supports LCAP 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: Not applicable.

RECOMMENDATION: Receive Report on the Tracy Unified School District Induction Program.

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: May 13, 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. Jennifer Allen - $2,183.00 (Ck #1721). This donation will be used towards items needed for Kimball High Schools track program.

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

1. Irrigation Design & Construction - $1,000.00 (Ck #110343). This donation is a contribution to the AVID Water Scholarship.
2. Velma Pimentel & Sons Dairy - $500.00 (Ck #3756). This donation is a contribution to the Jerry Pimentel Memorial Scholarship.
3. Amanda Preston-Nelson - $500.00 cash donation. This cash donation is a contribution to the Amanda Preston-Nelson Scholarship Account.

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

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance

of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 13, 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
May 13, 2025

A.

Vendor:	Brightly
Sites:	District Wide
Item:	Contract
Services:	Brightly will replace the districts existing asset management software; providing a more efficient tool to manage and maintain all District assets and facilities, streamline work orders and tasks for maintenance and technology and for planning and scheduling preventive maintenance.
Cost:	$6,467.10
Project Funding:	General Fund

B.

Vendor:	North American Technical Service
Sites:	Various Sites
Item:	Proposal
Services:	In-plant inspection for the TK Classrooms Phase 3 Project
Cost:	$43,200.00
Project Funding:	Fund 25

C.

Vendor:	Insidesource
Sites:	Stein High School
Item:	Proposal
Services:	New furnishing for library
Cost:	$105,586.29
Project Funding:	Fund 22

D.

Vendor:	Insidesource
Sites:	Poet Christian Elementary
Item:	On December 17, 2024, the Board approved the use of Insidesource to furnish the Music Room, with the funding source identified at that time as ELOP (Expanded Learning Opportunities Program). As we are preparing to begin the work, Facilities have determined it is more appropriate to use Fund 35 as the funding source for this project.
Services:	Music room furnishing.
Cost:	$89,961.64
Project Funding:	Fund 35

E.

Vendor:	Keenan & Associates
Sites:	Tracy Unified School District
Item:	On July 1, 2024, the Board approved a contract for claims administration services with the following hourly rates: V.P./A.V.P./Claims Manager: $108.00 per hour, Senior Claims Examiner: $102.00 per hour, Claims Examiner: $90.00 per hour Expenses: 45% of hourly billing. Keenan & Associates has since notified us of a modest 3% rate increase, effective for the period July 1, 2025 – June 30, 2026. This item is being brought forward to formally acknowledge and approve the updated pricing in accordance with the existing contract terms.
Services:	Keenan provides TUSD with administrative, adjustment, investigative and additional investigative services on all current and new claims.
Cost:	New rates are: V.P./A.V.P./Claims Manager: $111.00 per hour, Senior Claims Examiner: $105.00 per hour, Claims Examiner: $93.00 per hour, Expenses remain unchanged at 45% of hourly billings, Minimum per file charge remains one hour.
Project Funding:	Environmental Compliance

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: April 17, 2025
SUBJECT: **Approve Entertainment, Assembly, Service, Business and Food Vendors**

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

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

Board Meeting Date	Board Approval Required Vendor Name	Insurance Expiration
5/13/2025	**Boogie Lights** - Vendor provides lighted dance floor, small lazer lights, fog machine and special effects, Johnny Viramontes, 209.986-9266, boogielights21@gmail.com Parental permission for pictures of students. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/28/2025
5/13/2025	**D. Mendez Mobil DJ Entertainment** - Mobil music and lighting system for parties, promotion ceremonies and dances, David Mendez, dmendez081@gmail.com, 209.609.6012 Parental permission for pictures of students. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/1/2026

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

This list will be updated as needed and presented to the board for approval.

FUNDING: Per attached summary of requisitions.

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

PREPARED BY: Cerina V Reyes, Facility Use Coordinator.

EDUCATIONAL SERVICES MEMORANDUM

TRACY
UNIFIED SCHOOL DISTRICT

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 29, 2025
SUBJECT: **Approve Contract Service Agreement with Fusion Academy for the Remainder of the 2024-2025 School Year**

BACKGROUND: Board approval is requested at this time to contract with Fusion Academy. The District's Special Education administration would like to contract with Fusion Academy for the remaining 2024-2025 school year to provide services pursuant to students IEP. Approval is necessary to remain compliant.

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

FUNDING: Expenses for this contract will not exceed $7,625.00 for the 2024-2025 regular school year. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Contract Service Agreement with Fusion Academy 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 Fusion Academy, 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: Per Settlement Agreement - provide compensatory educational services in the form of academic tutoring services for one Tracy Unified School District Student G.G.

   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 (Tutoring) + 60 (days) ( ) | ✔ | **HOURS** | ✔ | **DAYS**, under the terms of this agreement at the following location Provider Location.

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

   a. District shall pay $7,625.00 per | | **HOUR** | | **DAY** | ✔ | **FLAT RATE**, not to exceed a total of $7,625.00. 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 4/22/2025, and shall terminate on 6/30/2025.

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.

Rev. 10.28.15

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, Mr. 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:

John W. Wright — Head of School
Contractor Signature — Title

26-3697600
IRS Identification Number

Head of School
Title

4301 Hacienda Dr. Ste #120
Address

Pleasanton, CA 94588

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 10.28.15

EDUCATIONAL SERVICES MEMORANDUM

TRACY
UNIFIED SCHOOL DISTRICT

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 16, 2025
SUBJECT: **Ratify Contract Agreement with Dr. Pedro Olvera Psychology, Professional Corporation for an Independent Education Evaluation (IEE) for the 2024-2025 School Year**

BACKGROUND: Board approval is requested at this time to contract Dr. Pedro Olvera Psychology, Professional Corporation. The District's Special Education administration would like to contract with Dr. Pedro Olvera to conduct a Psyscho-Ed (Autism) IEE assessment per the San Joaquin County SELPA IEE process. Ratification is necessary at this time to fulfill district responsibility to allow for agreed upon agency per student's IEP Team recommendation.

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

FUNDING: Expenses for this contract will not exceed $6,000.00 per IEE for 2024-2025. Special Education contract expenses are funded through 602 funding for Special Education and budgeted into account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Contract Agreement with Dr. Pedro Olvera Psychology, Professional Corporation for an Independent Education Evaluation (IEE) for the 2024-2025 School Year.

Prepared by: Jason Davis, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Contractor will conduct a Psyscho-Ed (Autism) IEE assessment per the San Joaquin County SELPA IEE process.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 60 ( ) [ ] **HOURS** [✓] **DAYS**, under the terms of this agreement at the following location School site location.

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

   a. District shall pay $6,000.0 per [ ] **HOUR** [ ] **DAY** [✓] **FLAT RATE**, not to exceed a total of $6,000.00. 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 4/15/2025, and shall terminate on June 30, 2025.

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

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

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

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

   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:

Dr. Pedro Olvera — Owner

Contractor Signature — Title

EIN# 86-2568345

IRS Identification Number

Owner

Title

5211 E. Washington Blvd. Ste. 2-155

Address

Commerce, CA 90040

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt. of Educational Services
DATE: April 22, 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
May 13, 2025
SUMMARY OF SERVICES

Vendor:	Imagine Learning
Sites:	Ed Services Department
Services:	Tracy Unified School District's Title I K-5 and K-8 Schools have a large population of students who would benefit from additional Reading and Math interventions. MyPath,is a computer-based software program provided by Imagine Learning Inc., provides both teachers and administrators with the ability to provide differentiated and engaging curriculum and strong progress monitoring tools to improve student learning. The MyPath Reading and Math program will allow teachers to pre-assess students at the beginning of the year, identify students' needs, and build differentiated interventions and enrichment systems in Reading and Math for all students. Additionally, teachers will be able to track student progress, in real-time, throughout the school year. My Path will be an additional and engaging resource to improve student achievement and close the achievement gap in Reading and Math at all of our elementary and middle schools.
Cost:	The cost, not to exceed $597,465.00.
Funding Source:	Will be paid from Title I Carryover Funds. This cost is for training for new teachers, individual student licenses, and digital integration.

Vendor:	Listen Innovations Inc.
Sites:	Ed Services Department
Services:	Subscription Licenses – EL Academy Summer School Subscription Licenses to Pilot the Listenwise and Lingolift program for newcomer students.
Cost:	$1,530.00
Funding Source:	Title 3 Immigrant Funds

Vendor:	San Joaquin County Office of Education – Sky Mountain Outdoor Education Center
Sites:	All TUSD Schools
Services:	Provide an Outdoor Environmental Education Program, including curriculum and outdoor activities lead by trained instructors during the period of July 1, 2025 – June 30, 2026, for up to 65 students from North School, 50 students from Freiler School, 60 students from Kelly School, and 100 students from Williams Middle School.
Cost:	The District shall pay a flat rate, not to exceed a total of $66,000.00
Funding Source:	Expanded Learning Opportunities Program (ELOP) – 30% of registration cost, Individual School Site Funds – 70% of registration cost.

Vendor:	Teacher Created Materials, Inc. TCM
Sites:	Ed Services Department
Services:	Supplies – EL Academy Summer School Supplies: Language Power Grades K-12, Summer Scholar STEAM Supplies, and Take home backpacks
Cost:	$23,936.37
Funding Source:	Title 3 Immigrant Funds

Vendor:	West Side Pioneer Association of Tracy
Sites:	Ed Services Department
Services:	The Tracy Unified School District has is sending school sites to learn about Pioneer school at the historic Schoolhouse and its museum. In the past school sites were required to fundraise, and Title 1 schools were given a discount by the West Side Pioneer Association of Tracy. Now that all sites are Title 1, it is no longer financially feasible for all sites to be given the discount. Due to the popularity of the program, and the potential for some schools not to participate if fundraising efforts fall short, Tracy Unified will be using district funds to support the event to ensure that all students are able to participate. Our costs will allow West Side Pioneer Association of Tracy to continue to hire their staff members to run the program in partnership with our classroom teachers.
Cost:	Funding for this contract includes $350 per classroom schoolhouse visit, and $50 per classroom museum visit, not exceed $16,000 total for the year.
Funding Source:	Title 1 funds (Resource 3010)

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 17, 2025
SUBJECT: **Renew the Annual Advancement via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, Art Freiler School and Williams Middle School for the 2025-2026 School Year**

BACKGROUND: The Tracy Unified School District has implemented Advancement via Individual Determination (AVID) since 2002. Each school year, the District must contract services from the AVID Center, a California non-profit corporation. Tracy Unified School District currently has nine AVID member schools: Kimball High School, Tracy High School, West High School, Art Freiler School, George Kelly School, Monte Vista Middle School, North School, Poet Christian School, and Williams Middle School. Over the years, the AVID program participants have demonstrated greater high school graduation rates and college acceptance rates than their non-participating peers.

RATIONALE: AVID is a college readiness system for upper elementary through higher education students and is designed to increase school-wide learning and performance. The AVID College Readiness System (ACRS) accelerates student learning, uses research-based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change.

To continue participation in the AVID program, the Tracy Unified School District agrees to pay AVID Center an annual membership/license fee per participating school sites offering the AVID program. Membership includes a license to use the AVID trademarks to promote the implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to gain access to AVID materials and student activity sheets from the AVID Libraries. It also provides numerous opportunities for TUSD staff to participate in focused AVID Professional Development. Continued participation in the AVID program will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: LCFF Targeted funds for AVID will continue to be provided to support ongoing participation in the AVID program. Funding for this contract will not exceed $46,097.00.

RECOMMENDATION: Renew the Annual Advancement via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, Art Freiler School and Williams Middle School for the 2025-2026 School Year.

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

Docusign Envelope ID: 48E2EA62-68EB-4CF0-927B-CCDE860E50A5

AVID Center

Products and Services Quote/Order

Quote/Order #: Q-90991
Client: Tracy Unified
Address: 1875 W Lowell Ave
Tracy, CA 95376

AVID Center Representative: Veronica Martinez
Phone: (858) 654-5017
Email: vmartinez@avid.org

Effective Date: July 01, 2025

Expiration Date: June 30, 2026

Art Freiler School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,599.00	$4,599.00
1	AVID Weekly Secondary	$710.00	$710.00
		Art Freiler School SUBTOTAL:	**$5,309.00**

Earl E Williams Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,599.00	$4,599.00
1	AVID Weekly Secondary	$710.00	$710.00
		Earl E Williams Middle School SUBTOTAL:	**$5,309.00**

George Kelly School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,599.00	$4,599.00
1	AVID Weekly Secondary	$710.00	$710.00
		George Kelly School SUBTOTAL:	**$5,309.00**

Gladys Poet-Christian School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Elementary School	$3,625.00	$3,625.00
1	AVID Weekly Elementary	$725.00	$0.00
		Gladys Poet-Christian School SUBTOTAL:	**$3,625.00**

John C Kimball High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,599.00	$4,599.00
1	AVID Weekly Secondary	$710.00	$710.00
		John C Kimball High School SUBTOTAL:	**$5,309.00**

Merrill F West High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,599.00	$4,599.00
1	AVID Weekly Secondary	$710.00	$710.00
		Merrill F West High School SUBTOTAL:	**$5,309.00**

Monte Vista Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,599.00	$4,599.00
1	AVID Weekly Secondary	$710.00	$710.00
		Monte Vista Middle School SUBTOTAL:	**$5,309.00**

North School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,599.00	$4,599.00
1	AVID Weekly Secondary	$710.00	$710.00
		North School SUBTOTAL:	**$5,309.00**

Tracy High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,599.00	$4,599.00
1	AVID Weekly Secondary	$710.00	$710.00
		Tracy High School SUBTOTAL:	**$5,309.00**

TOTAL:	$46,097.00
plus all applicable taxes	

Additional Comments:

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at https://www.avid.org/Page/3290 or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at https://www.avid.org/rest assured-policy.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center, a California Non-Profit Corporation 501(c)(3)		Tracy Unified	
Sign:	_____	Sign:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
Email:	contracts@avid.org	Email:	_____

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 18, 2025
SUBJECT: **Approve Agreement for Contract Services with Community Medical Centers and Kimball High, McKinley Elementary and Tracy High during 2025 Summer School**

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

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Community Medical Centers to provide school-based mental health counseling to Kimball High during the Summer School program and at Kimball High and Tracy High during the High School Bridge program and at McKinley Elementary during the Kinder Bridge program. This effort is in alignment with TUSD's LCAP Goal #2: Provide a safe and equitable learning environment for all students and staff; Goals # 16 & #17.

FUNDING: The total cost for Community Medical Centers services will not exceed $24,120.00. Services will be paid for using Expanded Learning Opportunities Program (ELOP) carry over funds.

RECOMMENDATION: Approve Agreement for Contract Services with Community Medical Centers and Kimball High, McKinley Elementary and Tracy High during 2025 Summer School.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

COMMUNITY
Medical Centers

AGREEMENT FOR SPECIAL CONTRACT SERVICES

2025 Summer School Mental Health Services

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

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

1. Contractor shall perform the following duties:

   A. Provide **school-based mental health services** during the **2025 Summer School Session** to be held June 9 – July 3, 2025, per the dates, hours, and locations specified on Exhibit A, Tracy Unified School District/Community Medical Centers 2025 Summer School Mental Health Schedule, attached hereto and incorporated herein by this reference.

   B. Submit a monthly Mental Health Referral Log and a Student Log for each school site along with monthly invoices..

   C. Ensure that Contractor's Providers must be a Marriage Family Therapist (MFT), Master of Social Work (MSW) interns, Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), or a registered Associate with the Board of Behavioral Sciences (BBS).

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

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

   A. District shall pay Contractor a **total of twenty-four thousand one hundred and twenty dollars($24,120)**. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   B. District **shall not** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services..

   C. District shall make payment on a 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.

3. The terms of the agreement shall commence on **June 9, 2025**, and shall terminate on **July 3, 2025**.

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

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

5. Contractor shall contact District's designee**, Samia Basravi, at (209) 830-3218,** with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

   B. Contractor will have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/ Molestation is also required. If applicable, Contractor will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of Contractor and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for any liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are directly caused by an acts or omissions of Contractor, its officers, agents or employees. The duty to defend and the duty to indemnify are separate and distinct obligations. Contractor will not defend the District.

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

8. Contractor certifies that their current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or

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

9. All medical records are the property of Contractor, and information from patient records may be shared only with the written approval of the patient or their legal parent or guardian in accordance with federal and state laws and regulations. 10. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

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

12. Subject to Section 9, contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Contractor: Community Medical Centers, Inc.

By: _____

Name/Title: Christine Noguera, CEO

Federal ID No.: 94-2437106

Date: _____

District: Tracy Unified School District

By: _____

Name/Title: _____

Date: _____

_____
Department/Site Approval

_____
Budget Approval

_____
Date Approved by the Board

Exhibit A

Tracy Unified School District/Community Medical Centers

2025 Summer School Mental Health Schedule

Location: Kimball High School
Dates: 06/09/25 -07/03/25
Time: 8am – 1pm

Agency	Service Type	Cost
Community Medical Centers	Mental Health Tier III (2 clinicians)	$13,600

This includes support for ESY/TYAP and EL Academy (Will need a Spanish speaking MH counselor)

Location: High School Bridge –KHS/THS
Dates: 06/09/25 -06/20/25 (9 days of service)
Time: 8am – 1pm

Agency	Service Type	Cost
Community Medical Centers - **KHS**	Mental Health Tier III (1 clinician)	$3,600
Community Medical Centers - **THS**	Mental Health Tier III (1clinician)	$3,600

Location: Kinder Bridge –McKinley
Dates: 06/09/25 -06/20/25 (9 days of service)
Time: 8 am –12 pm

Agency	Service Type	Cost
Community Medical Centers	Mental Health Tier III (1 clinician)	$2,520

Total for CMC Summer School Mental Health Support 2025	**$24,120**

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 18, 2025
SUBJECT: **Approve Agreement for Special Contract Services with Operation Scholars and Prevention Services Department during 2025 Summer School**

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

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 interventions are targeted along with behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Operation Scholars to provide Tier 2 school-based Mental Health, Social, Emotional and Behavioral support services.

FUNDING: Total cost for Operation Scholars will not exceed $6,930.00. Services will be paid for using Expanded Learning Opportunities Program (ELOP) carry over funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Operation Scholars for 2025 Summer School program.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: To provide Mental Health and student support services to students experiencing educational anxiety, classroom disruptive behaviors, disengagement from school, disciplinary repercussions and attendance issues. Operation Scholars will provide these services at: North School A student log and referral log will need to be submitted along with the invoice upon completion of summer school services. One Certified Behaviorist will be assigned at each school site.

   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 90 ( ) [X] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location see above.

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

   a. District shall pay $6,930.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $6,930.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on June 9, 2025, and shall terminate on July 3, 2025.

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

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

7. Contractor shall contact the District's designee, Samia Basravi, at (209) 830-3200 Ext. 1366 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

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

EDUCATIONAL SERVICES MEMORANDUM

TRACY
UNIFIED SCHOOL DISTRICT

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 1, 2025
SUBJECT: **Ratify Special Service Agreement with Augmentative Communication Solutions for an Independent Education Evaluation (IEE) for the 2024-2025 School Year**

BACKGROUND: Board approval is requested at this time to contract with Augmentative Communication Solutions (ACS). The District's Special Education administration would like to contract with Augmentative Communication Solutions (ACS) to conduct an Assistive Technology (AT) IEE assessment per the San Joaquin County SELPA IEE process. Ratification is necessary at this time to fulfill district responsibility to allow for agreed upon assessor or parent's choosing per applicable laws and to stay compliant with the statutory timelines.

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

FUNDING: Expenses for this contract and the total cost for the 2024-2025 school year will not exceed a total of $4,000.00 per IEE. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Special Service Agreement with Augmentative Communication Solutions for an Independent Education Evaluation (IEE) for the 2024-2025 School Year.

Prepared by: Jason Davis, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Contractor will provide an Assistive Technology (AT) Independent Education Evaluation (IEE) f The IEE will be performed in accordance with the San Joaquin County Special Education Local The AT rate of $4,000.00 includes Attend IEP Meeting and present evaluation report, student o findings report, develop IEP goals to focus on AT.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 60 ( ) [ ] **HOURS** [✔] **DAYS**, under the terms of this agreement at the following location District/School Site.

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

   a. District shall pay $4,000.00 per [ ] **HOUR** [ ] **DAY** [✔] **FLAT RATE**, not to exceed a total of $4,000.00. 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 4/3/2025, and shall terminate on June 30, 2025.

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

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

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

AGREED:

Bethany Capobello, Owner 4/3/25

Contractor Signature Title

82-1209806

IRS Identification Number

Augmentative Communication Solutions, LL

Title

793 S. Tracy Blvd. #297

Address

Tracy, CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 18, 2025
SUBJECT: **Approve Agreement for Contract Services between Valley Community Counseling and North School and West High School during 2025 Summer School**

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

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

FUNDING: The total cost for Valley Community Counseling services will not exceed $21,600.00. Services will be paid for using Expanded Learning Opportunities Program (ELOP) carry over funds.

RECOMMENDATION: Approve Agreement for Contract Services between Valley Community Counseling and Prevention Services Department and North School and West High School during 2025 Summer School.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide school based mental health services during 2025 summer school at the following sites: North School and West High School. A Mental Health Referral Log and a Student Log (for each school site) will need to be submitted along with the invoice upon completion of summer school services. Providers must be Licensed Marriage Family Therapists (LMFT), or a Licensed Clinical Social Worker (LCSW), or Licensed Professional Clinical Counselor (LPCC), or a Board of Behavioral Sciences Registered Associate MFT, ACSW, or APCC or a Master's Level student enrolled in a Master's counseling program or related studies.

   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 270 ( ) [X] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location see above.

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

   a. District shall pay $$21,600.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $21,600.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on June 09, 2025, and shall terminate on July 3, 2025.

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

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

7. Contractor shall contact the District's designee, Samia Basravi, at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 17, 2025
SUBJECT: **Approve Agreement with Moni Brown and Tracy Unified School District for Curriculum Support and Development for ASL Courses**

BACKGROUND: Tracy Unified is starting and American Sign Language (ASL) program at Tracy High School for the 2025-2026 school year. We have hired a teacher for this program, to start next year. In order to facilitate the curriculum adoption and preparation process, TUSD is hiring the teacher as a contractor, not to exceed 30 days, for the time period of May 5th – June 30th. This will allow TUSD to be fully prepared to start the ASL program next year.

RATIONALE: Hiring next year's teacher as a contractor this year to engage in the curriculum adoption process will allow for a more efficient start for this new program.

FUNDING: LCFF Funds.

RECOMMENDATION: Approve Agreement with Moni Brown and Tracy Unified School District for Curriculum Support and Development for ASL courses.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Moni' Brown, 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: Curriculum support and development for ASL courses in Tracy Unified. Up to 30 days, 7.5 hours per day.

   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 ( ) [ ] **HOURS** [x] **DAYS**, under the terms of this agreement at the following location Tracy High School, District IN.

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

   a. District shall pay $364 per [ ] **HOUR** [x] **DAY** [ ] **FLAT RATE**, not to exceed a total of $10,920. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on May 5, 2025, and shall terminate on June 30, 2025.

5. This agreement may be terminated at any time during the term by either party upon 10 days' written notice of termination delivered by certified mail, return receipt requested.

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

7. Contractor shall contact the District's designee, Zachary Boswell, at (209) 830-3200 x1012 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:

Mori Brown	Zachary Boswell
Contractor Signature Title	Tracy Unified School District
	5-2-25
IRS Identification Number	Date
Title	Account Number to be Charged
	Educational Services
Address	Department/Site Approval
	May 2, 2025
	Budget Approval
	May 13, 2025
	Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 21, 2025
SUBJECT: **Approve Agreement for Special Contract Services with the County Office of Education for Professional Development on ELA and Literacy Training for Teachers during the 2025-2026 School Year**

BACKGROUND: San Joaquin Office of Education has provided numerous professional development sessions to our teachers during District Pre-Service days and during the school year in previous years.

RATIONALE: The San Joaquin County Office of Education will provide professional development during the District Pre-Service day. Specifically, SJCOE will lead an early literacy workshop for K-5 educators and a Universal Design for Learning in ELA workshop for 6-12 ELA educators. This request meets district goal #1: prepare all students for college and careers and ensure all students meet grade level standards using accelerated learning and tiered supports.

FUNDING: The cost of these trainings and support is not to exceed $2,600 and will be paid by RS 0709 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the County Office of Education for Professional Development on ELA and Literacy Training for Teachers during the 2025-2026 School Year.

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

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

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

MEMORANDUM OF UNDERSTANDING

San Joaquin County Office of Education
and
Tracy Unified School District

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Tracy Unified School District, hereinafter referred to as "Tracy Unified School District," is to provide professional learning for the 2025-2026 school year.

The two parties, SJCOE and Tracy Unified School District, mutually agree to the following terms and conditions for the 2025-2026 school year.

I. SCOPE OF WORK
- a. SJCOE Language & Literacy Department will provide the following services:
  - i. Professional Learning for July 30, 2025:
    1. Early Literacy - 1 half day training $1,300.00
    2. 6-12 ELA & UDL - 1 half day training $1,300.00
    Total amount due $2,600.00

II. TERMS OF AGREEMENT
- a. This agreement will be in effect from July 1, 2025 – June 30, 2026.

III. COMPENSATION
- a. Professional learning costs (which include preparation, travel, and materials).
  - i. Tracy Unified School District will pay SJCOE in the amount of $2,600.00 within thirty (30) days of receipt of the invoice from SJCOE.

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

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

- b. San Joaquin County Office of Education agrees to make no claim against Tracy Unified School District for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits, or any other benefits usually provided to employees and expressly agrees that SJCOE is not entitled to any such benefits.

1. Is the proposed CONTRACTOR/CONSULTANT an employee of the SJCOE? • Yes • No

2. Have you or any of your employees previously been employed by the SJCOE? • Yes • No

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

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

3. Are you or any of your employees a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) member? • Yes • No

If yes, which system? (CalPERS) • **(CalSTRS) •**

4. Are you, any of your employees or sub-contractors a California Public Employees Retirement? System (CalPERS) or a California State Teachers Retirement System (CalSTRS) retiree? • Yes • No

If yes, which system? (CalPERS) • **(CalSTRS) •**

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

VI. SIGNATURES OF AUTHORIZED REPRESENTATIVES

San Joaquin County Office of Education

Kristin Ward

Kristin Ward, Director of Language & Literacy

04/21/2025
Date

Warren Sun

Warren Sun, Div. Director of Operations

04/21/2025
Date

Tracy Unified School District

Tania Salinas, Associate Superintendent of Business Services

Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Ed Services
DATE: April 21, 2025
SUBJECT: **Approve Agreement for Special Contract Services with Mark Manross Consulting to Provide Physical Education Teachers Professional Learning during Buy Back Day and Pre-Service Day during the 2025-2026 School Year**

BACKGROUND: Mark Manross has been partnering with Tracy Unified School District Physical Education teachers for four years during District Staff Development and Buy-Back Days. This professional development has helped support their skills and knowledge in providing rigorous relevant learning to TUSD students.

RATIONALE: Mark Manross Consulting provides Physical Education educators with practical ideas and hands-on activities they can easily implement into their physical education program. Their professional development workshops are fun, engaging, and filled with valuable skill building tools. This request meets district goal #1: prepare all students for college and careers and ensure all students meet grade level standards using accelerated learning and tiered supports.

FUNDING: The cost of training by Mark Manross Consulting for the 2025-2026 school year will not exceed $10,550. This training cost will be paid by RS 0709 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Mark Manross Consulting to Provide Physical Education Teachers Professional Learning during Buy Back Day and Pre-Service Day during the 2025-2026 School Year.

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

Mark Manross Consulting

Onsite Workshop Proposal: K-12 PE Workshop Sessions
(Proposal Written 2-21-2025; Revised 4/7/2025)

2025-26 School Year Workshop Dates for Physical Education:

- Tuesday, July 29, 2025 (PK-5 PE) – 8:15-10:15 AM; Repeat from 10:30-12:30 PM (4-hour session) (Presenter Drew Sanchez)
- Tuesday, July 29, 2025 (6-12 PE) – 8:15-10:15 AM; Repeat from 10:30-12:30 PM (4-hour session) (Presenter Robert Stupey)
- Wednesday, July 30, 2025 (K-12 PE) – 1:15-3:15 PM (Presenter Robert Stupey)

School District: Tracy Unified School District, Tracy, CA
Contact:

Stephen Theall
Director of Professional Learning & Curriculum
Tracy Unified School District
1875 West Lowell Ave. Tracy, CA 95376
209-830-3232
stheal@tusd.net

Location of Workshops: TBD
Presenters: Robert Stupey, HS PE Teacher, Willows HS, Willows, CA and Drew Sanchez, Elementary PE Teacher at Murdock ES in Willows, CA.

Number of Participants: 10-15 Grades TK-12 Physical Education Teachers

Cost: Not to exceed $10,550.00 (see cost breakdown below). This is an all-inclusive price that includes all travel, meals, preparation, stipend, and expenses for 2 presenters in person on the dates and times located above.

Cost breakdown:

- Tuesday, July 29, 2025 (PK-5 PE) – 8:15-10:15 AM; Repeat from 10:30-12:30 PM (4-hour session) (Presenter Drew Sanchez): $3850.00
- Tuesday, July 29, 2025 (6-12 PE) – 8:15-10:15 AM; Repeat from 10:30-12:30 PM (4-hour session) (Presenter Robert Stupey): $3850.00
- Wednesday, July 30, 2025 (K-12 PE) – 1:15-3:15 PM. (Presenter Robert Stupey): $2850.00.
- **Total cost: $10,550**

Transportation Details: Robert and Drew will drive to and from Tracy USD for the workshops. No hotels needed.

Presenter Bios:

Robert Stupey



Robert is a Certified Strength and conditioning Specialists through the NSCA as well as a Physical Education Specialist for Willows High School in Northern California. Robert has a true passion for helping students and student-athletes reach their highest level of performance in any activity or sport they choose to pursue. Robert is not only a lifelong mover, but also a lifelong learner; with this year alone earning over 10 CEU's and obtaining two new certifications. With new knowledge comes growth and my growth only empowers me further to have a positive influence in those he teaches. Robert did all the PE workshops last year for Tracy USD. His efforts were well received by Erin Quintana and the teachers.

Drew Sanchez



Drew is currently an elementary physical educator at Murdoch Elementary School in Willows, CA. He has been teaching for 13 years with his experience covering all the grade levels from elementary (3 years) and middle and high school physical education. He has run elementary activity camps for 10 years and taught middle school and high school physical education. Drew has been coaching varsity basketball for thirteen years.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 21, 2025
SUBJECT: **Approve Agreement for Special Contract Services with the County Office of Education for Certificated and Classified Employees Professional Development during the 2025-2026 School Year**

BACKGROUND: San Joaquin Office of Education has provided numerous professional development sessions to our teachers during District Buy Back Days and during the school year in previous years.

RATIONALE: The San Joaquin County Office Education team will provide professional development during District Buy Back Day. The sessions offered are topics on literacy and content understanding, resources for state assessment, Universal Design for Learning, and restorative practices. This request meets district goal #1: prepare all students for college and careers and ensure all students meet grade level standards using accelerated learning and tiered supports.

FUNDING: The cost for this training and support is not to exceed $6,000 and will be paid by RS 0709 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the County Office of Education for Certificated and Classified Employees Professional Development during the 2025-2026 School Year.

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

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

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

MEMORANDUM OF UNDERSTANDING

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
and
TRACY UNIFIED SCHOOL DISTRICT

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Tracy Unified School District hereinafter referred to as "TUSD," is to provide professional development for the 2025 teacher Buy Back Day.

The two parties, SJCOE and TUSD, mutually agree to the following terms and conditions for the 2025-2026 school year.

I. SCOPE OF WORK
   a. SJCOE's Continuous Improvement and Support Department will develop and facilitate five (5) two (2)-hour workshops for teachers, provided twice. Fees include preparation/development, materials, and travel:

Date	Time	Topic	Location	Fees
July 29, 2025	8:00 - 12:30	"Building Thinkers"	Kimball HS	$1200
July 29, 2025	8:00 - 12:30	"Integrating Accessibility"	Kimball HS	$1200
July 29, 2025	8:00 - 12:30	"UDL + AI Learning Lab"	Kimball HS	$1200
July 29, 2025	8:00 - 12:30	"UDL Remix: Represent Like a Pro"	Kimball HS	$1200
July 29, 2025	8:00 - 12:30	"The Social Discipline Window and The Restorative Practice Continuum"	Kimball HS	$1200
			Total	$6000

II. TERMS OF AGREEMENT
   a. This agreement will be in effect from July 1, 2025 – July 31, 2025.

III. COMPENSATION
   a. Professional learning costs (which include preparation, travel, and materials).
      i. TUSD will pay CIS in the amount of $6000 within thirty (30) days of receipt of the invoice from SJCOE.

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

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

IV. CHANGES TO THE MEMORANDUM

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

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

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

b. San Joaquin County Office of Education agrees to make no claim against TUSD for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that SJCOE is not entitled to any such benefits.

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

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

VI. SIGNATURES OF AUTHORIZED REPRESENTATIVES

SAN JOAQUIN COUNTY OFFICE OF EDUCATION	TRACY UNIFIED SCHOOL DISTRICT
Sally Glusing	
Sally Glusing, Director I Continuous Improvement and Support	Stephen Theall, Director Professional Learning and Curriculum
04/15/2025	
Date	Date

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

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

Warren Sun

Warren Sun, Division Director
Operations

Tania Salinas, Associate Superintendent
Business Services

04/15/2025
Date

EDUCATE • INNOVATE • INSPIRE

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 30, 2025
SUBJECT: **Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees**

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATION

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Reyburn, Heather Assistant Principal	MVMS	06/30/2025	Accepted position

BACKGROUND:

CERTIFICATED RESIGNATION

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Costa, Rylie Teacher	WMS	05/30/2025	Personal
Freitas, Jackie Teacher	WMS	05/30/2025	Personal
Hunter, Jaquelynn Teacher	HES	04/30/2025	Personal
Sprecksel, Jennifer Teacher	Stein	06/30/2025	Accepted position

BACKGROUND: **CERTIFICATED RETIREMENTS**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Anastasio, Stephen Teacher	NES	06/30/2025	Retirement
Cordisco, Monica Teacher	MVMS	07/03/2025	Retirement
Frizzi, Joann Teacher	AFES	04/30/2025 Revised Date	Retirement
Holdren, Mark Teacher	HES	06/30/2025	Retirement

BACKGROUND: **CLASSIFIED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Arroyo, Ana High School Administrative Secretary	WHS	6/5/2025	Personal
Chittur Gopalakrishnan, Meera Para Educator I	JES	07/31/2025	Accepted position
Devadoss, Ambica Para Educator I	JES	08/01/2025	Accepted position
Esquer Baca, Selena Utility Person II	SWP	4/3/2025	Personal
Kalathil, Baljit Para Educator I	JES	07/31/2025	Accepted position
Miller, Amaya Para Educator I	CES	07/31/2025	Accepted position
Perez, Cynthia High School Library Technician	THS	4/21/2025	Personal
Rodriguez Vazquez, Jessica Parent Liaison	MVMS	04/27/2025	Accepted position

Virula, Deseree Para Educator I	BES/VES/CES	07/31/2025	Accepted position
Zaveri, Nency IEP Para Educator	HES	07/31/2025	Accepted position

BACKGROUND: **COACH RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Brown, David Varsity Flag Football	THS	4/9/25	Personal
Brown, David JV Flag Football	THS	4/9/25	Personal
Dennington, Arden Girls' Wrestling Assistant	THS	4/25/25	Personal
Fielsch, Mischelle Boys' Varsity Tennis	THS	6/1/25	Personal
Grande, Joshua JV Flag Football	KHS	4/10/25	Personal
Thomas, Donald Boys' Frosh Basketball	KHS	4/11/25	Accepted Position
Towkaniuk, Damio Varsity Football Assistant	KHS	4/25/25	Personal

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

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 30, 2025
SUBJECT: **Approve Classified, Certificated, and/or Management Employment**

BACKGROUND:	**MANAGEMENT/CLASSIFIED CONFIDENTIAL**
Reyburn, Heather	Monte Vista Middle School Principal (Replacement) LME 54, Step E - $175,029.00 Fund: 80% General, 20% ELOP
Sprecksel, Jennifer	Monte Vista Middle School Assistant Principal (Replacement) LME 51, Step C - $137,378.00 Fund: 80% General, 20% ELOP
BACKGROUND:	**CERTIFICATED**
Rossi, Christine	Stein Continuation High School RSP 9-12 Grades (Replacement) "B", Class VI, Step 5 - $83,596.00 Fund: Special Education
Vergara, Micaela	Villalovoz Elementary School Kindergarten (Replacement) "B", Class VI, Step 24 - $126,028.00 Fund: General
Zamora, Aleksy	Tracy High School English (Replacement) Class I, Step "A" 1 - $65,038.00 Fund: General

BACKGROUND:	CLASSIFIED
Bautista, Ana	Food Service Worker (Replacement) Kimball High School Range 25, Step B - $20.69 per hour Fund: Child Nutrition – School Program
Briseno, Carla	Utility Person II (Replacement) Kimball High School/MOT Range 35, Step B - $26.08 per hour + ND Fund: General Unrestricted
Cartagena, Chynna	Special Education Para Educator (Replacement) Central School Range 27, Step C - $22.68 per hour Fund: Special Education
Chittur Gopalakrishnan, Meera	Para Educator I (New) South West Park Elementary Range 24, Step D - $22.14 per hour Fund: General
Devadoss, Ambica	Para Educator I (New) Bohn School Range 24, Step C - $21.15 per hour Fund: General
Gonzalez, Evelyn	Translator/Clerk Typist (Replacement) West High School Range 28, Step C - $23.19 per hour Fund: IASA – TITLE I BAS GRNTS LOW INC
Ibanez-Ochoa, Cecilia	Food Service Worker (Replacement) Art Freiler School Range 25, Step B - $20.69 per hour Fund: Child Nutrition – School Program
Kalathil, Baljit	Para Educator I (New) Jacobson Elementary Range 24, Step E - $23.19 per hour Fund: General
Lopez Hernandez, Perla	School Supervision Assistant (Replacement) South/West Park & Stein Range 21, Step B - $18.86 per hour Fund: 83% General 17% Targeted SES

Magana Ocejo, Monica	Utility Person II (Replacement) Williams Middle School Range 35, Step E - $29.98 per hour + ND Fund: General
Marson, Jeriah	K-8 Library Technician (Replacement) George Kelly School Range 30, Step B - $23.19 per hour Fund: 10% State Lottery 90% Learning Recovery
Miller, Amaya	Para Educator I (New) Central Elementary School Range 24, Step B - $20.17 per hour Fund: General
Moses, Leah	High School Attendance Clerk (Replacement) Tracy High School Range 26, Step D - $23.19 per hour Fund: General Fund
Nava Arellano, Mayra	School Supervision Assistant (Replacement) Villalovoz Elementary School Range 21, Step D - $20.69 per hour Fund: General
Perez, Juan	Utility Person III (Replacement) Tracy High School/MOT Range 38, Step C - $29.32 per hour Fund: 56.25% Special Ed Transportation 43.75% General Fund
Rodriguez Vazquez, Jessica	High School Attendance Secretary (Replacement) Stein High School Range31, Step D - $26.08 per hour Fund: LCAP
Saravia Sanchez, Regina	Bilingual Para Educator (Replacement) South West Park Preschool Range 24, Step E - $23.19 per hour Fund: Child Care & Dev-Gain Mrkt Srvy
Tolentino, Eva	Food Service Worker (Replacement) Tracy High School Range 25, Step E - $23.74 per hour Fund: Child Nutrition – School Program

Villarreal, Joshua	Utility Person II (Replacement) Freiler School/MOT Range 35, Step D - $28.61 per hour Fund: General
Virula, Deseree	Para Educator I (New) Villalovoz Elementary School Range 24, Step B - $20.17 per hour Fund: General
Zaveri, Nency	Para Educator I (New) Hirsch Elementary School Range 24, Step C - $21.15 per hour Fund: General

BACKGROUND:	**COACHES**
David Vallotton	Co-Ed Dodgeball Stein High School $2,708.72

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: January 5, 2022
SUBJECT: **Ratify Agreement for Special Contract Services with School Services of California, Inc.**

BACKGROUND: School Services of California, Inc. (SSC) provides technical assistance to school districts in a variety of areas, including labor relations and negotiations. SSC will be assisting in a factfinding matter.

RATIONALE: School Services of California, Inc. personnel will serve as a panel member for a negotiations matter.

COST TO DISTRICT: Total cost of the anticipated support will not exceed $20,000.

FUNDING: Unrestricted, General Fund.

RECOMMENDATION: Ratify Agreement for Special Contract Services with School Services of California, Inc.

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

Docusign Envelope ID: BD00E792-D2BF-44FF-A9A2-3DB3BD9AD489

Client # 25600/S45 P.O.#_____

AGREEMENT FOR SPECIAL SERVICES

Factfinding

This is an Agreement between the **TRACY UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as "Consultant," entered into as of April 22, 2025.

RECITALS

WHEREAS, the Client needs assistance regarding services relative to factfinding; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to assist the Client as directed by the Superintendent or Superintendent's designees with issues for services relative to the District collective bargaining negotiations as mandated by Section 3540 et seq. of the California Government Code.

2. The Client agrees to pay the Consultant $325 per hour, plus expenses, to review budget and negotiation documents, provide preliminary consultation, and perform other services required prior to or beyond the initial negotiation stage. Time spent by the School Services of California Inc. (SSC) Assistant Director will be billed at $270 per hour. Time spent by the SSC Systems Data Specialist will be billed at $180 per hour. Time spent by SSC support staff to prepare materials will be billed at $175 per hour.

    a. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site.

    b. "Expenses" are defined as actual, out-of-pocket expenses, such as transportation, lodging, meals, and duplication of materials.

3. This Agreement shall be for the period commencing April 22, 2025, and terminating September 30, 2025. It may be terminated at any time prior to September 30, 2025, by

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either party hereto on 30 days' written notice. In case of cancellation, the Client shall be liable for any costs accrued as of the cancellation date.

4. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

Signed by:
By: Tammy Jalique Date: 4/25/2025
ED0B9A80F24F419...
Tammy Jalique
Associate Superintendent of Human Resources
Tracy Unified School District

Signed by:
By: Matt Phillips Date: 4/25/2025
52E3E58B2EE4454...
Matt Phillips, CPA
Associate Vice President
School Services of California Inc.

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. of Human Resources
DATE: April 17, 2025
RE: Approve Teacher Intern Agreement with Santa Clara County Office of Education

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 Santa Clara County Office of Education and Tracy Unified School District will allow this individual to continue employment for the 2025-2026 and 2026-2027 school year. This Agreement is valid from May 1, 2025 through June 30, 2027.

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

FUNDING: No Fiscal Impact

RECOMMENDATION: Approve Teacher Intern Agreement with Santa Clara County Office of Education.

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

Santa Clara County Office of Education

Memorandum of Understanding

between

Santa Clara County Office of Education
and
Tracy Unified School District

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

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in the placement of Interns enrolled in Educator Preparation Programs (EPP).

2. Goals

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

3. Responsibilities

3.1. Agency Responsibilities

1. Certification of Compliance
    a. Upon request, the Participating District shall provide written certification to the SCCOE EPP Intern Program confirming that no Intern has displaced a certificated District employee.
    b. This certification enables SCCOE to verify to the CTC that all statutory and program requirements are met.
2. Intern Teacher Employment
    a. Intern Teachers are employed as the teacher of record in an assignment that aligns with the credential being pursued, such as:
        i. Multiple Subject Credential
        ii. Education Specialist (Mild to Moderate Support Needs, Extensive Support Needs, or ECSE
    b. The assignment must be a minimum of 0.5 FTE in an instructional setting with the same group of students on a regular basis, within the credential area they are seeking.
3. Compliance with Credential Requirements
    a. Intern Teachers must assume responsibilities authorized by their credential program, as outlined in Education Code Section 44454.
    b. The district must ensure the interns' services meet the instructional or service needs of the district, as per Education Code Section 44458 (CTC Precondition 6).
4. Commitment to Best Practices

a. Sites employing Intern Teachers must demonstrate:
    i. Developmentally and culturally appropriate practices.
    ii. Collaborative relationships with families.
    iii. Placement of students with disabilities in the Least Restrictive Environment
    iv. Support for dual language learners with disabilities.
    v. Opportunities for Intern Teachers to work with diverse age groups in both general and special education settings, reflecting the continuum of placement options.

5. Qualified Site Administration
    a. Ensure that the site where the Intern Teacher is employed has a fully qualified site administrator.
6. Access, Representation, and Opportunity
    a. Sites should reflect, to the extent possible:
    b. Socioeconomic, linguistic, and cultural diversity.
    c. Opportunities for candidates to observe and practice concepts from the California Dyslexia Guidelines (SB488 5.3d) in clinical practice settings.
7. Data and Program Coordination
    a. Respond to requests for evaluation data from the CTC and SCCOE EPP, including:
    b. Survey completion.
    c. Demographic and retention data.
8. Eligibility Recognition
    a. Recognize that Intern Teachers can only be enrolled in the program once all eligibility requirements, including passing exams (or equivalent), are met.
9. Credit Recognition
    a. Recognize credits earned by Intern Teachers in SCCOE EPP as equivalent to credits earned at a college or university for salary and/or employment benefits.
10. Intern Credential Validity
    a. Recognize that an Intern credential ceases to be valid if:
        i. The Intern Teacher fails to meet SCCOE EPP program requirements.
        ii. The SCCOE EPP program terminates the Intern Teacher for non-compliance, including failure to pay tuition.
    b. Take appropriate action regarding the intern's position as a teacher of record in such cases.
11. Notification of Changes
    a. Notify SCCOE EPP as soon as possible if:
        i. An Intern Teacher's placement is terminated or modified.
        ii. An Intern Teacher's employment status changes.
12. Program Updates
    a. Ensure all site administrators with DSPs and/or Intern Teachers on staff:
        i. Are informed about SCCOE EPP processes and materials.
        ii. Stay current with changing program requirements, including alignment to Literacy Standards and TPEs.

3.2. Site Administrator Responsibilities:

1. Recommend, select and assign a district support provider (DSP) to each Intern Teacher within 30 days of the intern's employment as an intern, according to Intern Program Standards, which requires each DSP to:
    a. Hold a valid corresponding Clear or Life credential in the content area they are supporting
    b. Possess EL authorization if responsible for providing EL support
    c. Have at least 3 years of successful teaching experience
    d. Demonstrate exemplary teaching practices as determined by the employer and the program
2. Submit recommended DSP information via SCCOE's provided format.
3. Provide DSP release time from adjunct duties to attend 10 hours of DSP training as required by the Intern program (for the DSP's first and second years) if necessary.
4. Provide time and resources for candidates, DSPs, and coaches to meet CTC program requirements.
5. Permit video capture for the Intern teacher's reflection, and for preparing and passing the TPA to include the Literacy TPA (CTC Program Standard 3C.3)
6. Provide up to 5 days of release time to the Intern Teacher for observation of colleagues, co-planning, co-teaching, reflection, and professional development activities as part of the required support/mentoring.
7. Allow the Intern teacher to provide effective literacy instruction for all students. Specifically, the Intern teacher shall be at a site that allows for instructing students in the literacy areas of meaning making, language development, and effective expression. (CTC Program Standard 7 & TPEs 7.6, 7.7, 7.8)
8. Ensure Intern Teachers can practice and implement screening and diagnostic techniques that inform teaching and assessment and early intervention techniques. (CTC Program Standard 7 and TPE 7.10 and 7.11)
9. Ensure Intern Teachers can practice teaching performance expectations (TPE) related to oral and written language, as applicable to the credential program (CTC Program Standard 7, TPE 7.6, TPE 7.7 and 7.8)
10. Allow the Intern teacher to acquire hours toward the required 200 hours of early field experiences that include guided observations and initial teaching (e.g., co-planning, and co-teaching, or guided teaching) in the general education and special education settings.
11. Ensure interns experience a diversity of age ranges and placements as applicable to the credential
12. Enable the Intern Teacher to attend the classes on time and complete the requirements of the Intern Program.
    a. 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 Teacher.

3.3. District Support Provider (DSP) Responsibilities:

1. Training and Orientation

- Attend mandatory virtual orientation and convenings.
- Complete 10 hours of required training.
- Participate in optional ongoing training sessions as appropriate.

2. English Learner (EL) Support
   - Collaboratively ensure interns receive 45 hours of EL support and supervision.
3. Weekly Support
   - Provide an average of five hours of support and guidance weekly.
4. Just-in-Time Support Areas
   - Offer regular guidance in the following areas:
     - Orientation to school policies and initiatives.
     - Assisting interns in developing goals for their Individual Development Plan (IDP) and induction at the end of the year.
     - Meeting the needs of English Language Learners.
     - Referrals to training and resources related to the intern's Individual Learning Plan.
     - Lesson planning.
     - Building positive relationships with parents and peers.
     - Classroom management.
     - Addressing other needs specific to new teachers.
5. Triad Meetings
   - Attend two triad meetings with the assigned intern and their EPP coach

3.4. The SCCOE Responsibilities:

1. Implement CTC policies and procedures for recommending participants for intern credentials.
2. Provide a program coach and notify the Agency of the assigned coach.
3. Coordinate program aspects related to DSPs and coaches.
4. Supply materials and training for DSPs and coaches.
5. Facilitate orientations and meetings for stakeholders.
6. Collaboratively, ensure interns receive 45 hours of EL support and supervision
7. Handle accountability and reporting to CTC.
8. SCCOE will provide facilitation of orientation and meetings for all stakeholders
9. SCCOE is responsible for all accountability and reporting to CTC.

4. Duration of Agreement

This Agreement begins on May 1, 2025 and ends on June 30th, 2027

5. Articulation of Monies/Compensation

There is no compensation associated with these services.

6. Data Sharing

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

student data.

- ☐ Yes, Data Sharing agreement/form attached
- ☒ No

7. **Termination**

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

8. **Other Terms**

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

8.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

8.5. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

8.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

8.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. **Insurance/Hold Harmless**

9.1 Insurance:

- SCCOE to provide Tracy Unified School District a Certificate of Insurance and Endorsements per Exhibit A attached.
- Tracy Unified School District to provide SCCOE a Certificate of Insurance and Endorsements as follows:
  a. Comprehensive General Liability with limits of $1,000,000 combined single limit per occurrence and $2,000,000 aggregate with endorsement. (SCCOE reserves the right to increase the minimum insurance requirements upon the recommendation of SCCOE's Risk Management Department).
  b. Automobile Liability, if transporting students or routinely driving on campus.

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

d. Professional Liability Insurance with limits of $1,000,000 with endorsement.

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

f. **Certificate Holder shall be:**

Santa Clara County Office of Education
1290 Ridder Park Drive
San Jose, CA 95131

g. **Additional insured shall be listed as Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents, representatives and invitees**

- Additional Insured shall apply to General Liability, Automobile Liability, and Professional Liability Insurance.
- The coverage shall be primary and noncontributory, with respect to general and professional liability with waiver of subrogation for workers compensation.
- The additional insured endorsement shall indicate the effective date, policy number, and the name of the insurance carrier.

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

10. Execution Authority

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

11. Electronic Signatures/ Signatures

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

Santa Clara County Office of Education

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Adora Fisher

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

Date: _____

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

Phone: (408) 453-4257

Email: afisher@sccoe.org

***Tracy Unified School District*:**

By: _____
Signature of Authorized Agency Official

Name: Tammy Jalique

Title: Associate Superintendent for HR

Date: _____

Address: 1875 West Lowell Avenue
Tracy, California 95376

Phone: 209-830-3260

Email: tjalique@tusd.net

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

v. 01/22/25

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 1, 2025
SUBJECT: **Adopt Revised TUSD Coaches Handbook**

BACKGROUND: The TUSD Coaches Handbook was last updated in 2011.

RATIONALE: To stay current with education code and safety protocols, the Coaches Handbook has been reviewed and revised by Director of Student Services and Athletic Directors in consultation with Human Resources. This agenda item supports District Strategic Goals #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: N/A

RECOMMENDATION: Adopt Revised TUSD Coaches Handbook

Prepared by: Jason Noll, Director of Student Services and Curriculum.

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 18, 2025
SUBJECT: **Approve New Job Description for Coordinator of Continuous Improvement, State and Federal Programs**

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. This position, if approved, replaces a prior director-level position within the Educational Services department.

RATIONALE: This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No funding impact.

RECOMMENDATION: Approve New Job Description for Coordinator of Continuous Improvement, State and Federal Programs.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Coordinator, Continuous Improvement, State and Federal Programs

DEPARTMENT: Educational Services

POSITION SUMMARY:

Under the supervision of the Director of Continuous Improvement, State and Federal Programs, the Coordinator, Continuous Improvement, State and Federal Programs, provides leadership, supervision, and accountability for Alternative Programs, Specially Funded Programs, and Specialized Education Programs

ESSENTIAL FUNCTIONS:

1. Provides leadership in planning, coordinating, implementing, and evaluating the Alternative, Specially Funded, and Specialized Education programs at the District and with individual school sites.
2. Coordinates the district Grant Acquisition process. This includes but is not limited to seeking out new Grant funding opportunities, serving as primary author for Grant writing, evaluates and reports the effectiveness of each secured grant for continued re-authorization.
3. Coordinates the activities to identify and apply for funding sources to support the office functions of the Director of Continuous Improvement, State and Federal Programs.
4. Provides leadership and assistance to site and District personnel in identifying, planning, developing and implementing continuous improvement processes for alternative programs initiatives.
5. Coordinates and provides reports on project financial data and prepares final claim forms.
6. Provides leadership in planning, coordinating, and implementing the district Section 504 process for students. Will oversee the Section 504 database at the District and will work to provide leadership and support for school sites and site Section 504 coordinators.
7. Provides leadership and support to oversee and operate the district Student Apprenticeship program in partnership with institutions of higher education.
8. Provides leadership and oversight to review and certify the district's annual instructional minutes validation process.
9. Provides leadership and support to oversee and operate the district Expanded Learning Opportunities Program (ELOP).
10. Provides leadership and support to oversee and operate the district Proposition 28 (Prop 28) program.
11. Assists with providing primary leadership and oversight for district CALPADS reporting.
12. Assists with the coordination and leadership of the district data integrity team to ensure CALPADS reporting accuracy.
13. Assists with the preparation of State and Federal Programs audit reports, by collecting data, reporting information, and ensuring compliance with all state and federal audit mandates.
14. Develop, coordinate, and operate a Dual-Enrollment program with neighboring institutions of higher education.
15. Provide leadership and oversight for the Dual-Enrollment program. This includes but is not limited to seeking out new Dual-Enrollment partnership opportunities, coordinating and providing reports on funding source expenditures and preparing annual reports for audit.
16. Provides leadership in planning, coordinating, implementing, and evaluating the district Medi-Cal Administrative Activities (MAA) reporting process.
17. Coordinates, organizes, and works in partnership with district schools to increase and expand the district GATE program.
18. Assists in the analysis of district and school needs assessments in alignment with the goals and actions of the Local Control Accountability Plan (LCAP).

19. Assists with development of Pre-K-12 Tier 1 instructional implementation in alignment with district priorities.
20. Assists with the development of policies, administrative regulations and guidelines for all programs under the direction of the Office of Continuous Improvement, State and Federal Programs.
21. Coordinates collection and submission of data and other records for state and federal agencies (e.g. Civil Rights Data Collection, Federal Program Monitoring, School Accountability Report Card)
22. Participates in curriculum development, facility planning, personnel and budget functions, and task forces that will enhance the District's educational programs.
23. Assists in functions and services in the Educational Services Division as deemed necessary.
24. Assists with developing policies, administrative regulations and guidelines for all alternative programs.
25. Provides leadership in planning, coordinating, and developing contacts with state and national organizations for the purpose of enhancing and improving local, alternative, specialized, and extended programs.
26. Assists the Director of Continuous Improvement, State and Federal Programs with the oversight and maintenance of the District Instructional Minutes requirements and District Instructional Calendars.
27. Maintains regular and prompt attendance in the workplace.
28. Performs other related duties as assigned.

EDUCATION AND EXPERIENCE:

Ability to provide and carry out oral and written directions in English, to read and speak at a level sufficient to fulfill the duties described. Master's Degree and valid Administrative Services credential are required. Successful experience as a school or district administrator with experience in developing and implementing education programs for students in K-12 including school budgeting. Knowledge and experience of state assessments and accountability measures. Possession of an appropriate California driver's license; have willingness and ability to travel throughout the District.

SKILLS AND QUALIFICATIONS:

1. Knowledge of business and management principles involved in strategic planning, resource allocation, and using assessment data to monitor and measure student achievement.
2. Knowledge of operating policies, rules and procedures of the school district.
3. Ability to maintain cooperative working relationships with those contacted in the course of work; apply strong communication skills both orally and in writing and maintain confidentiality.
4. Ability to apply effective leadership skills.
5. Ability to prepare comprehensive reports.
6. Knowledge of Assessment, Data Management, and Continuous Improvement processes.
7. Ability to select and manage classified and certificated staff with skills and abilities that match school needs and enhance program effectiveness.
8. Ability to apply quality management tools to organizational data and make process improvement changes.
9. Knowledge and experience of state assessments and accountability measures.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for extended periods of time.
4. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
5. Enter data/information in a computer terminal and operate standard office equipment for extended periods of time.
6. See and read a computer screen and printed matter with or without vision aids.
7. Speak so that others may understand at normal levels and on the telephone.
8. Hear and understand at normal levels and on the telephone with or without hearing aids.
9. Lift and carry up to 25 lbs. at shoulder height for short distances.

10. **WORK ENVIRONMENT:**
Employees in this position will be required to work indoors in a standard office environment and come in direct contact with District and site staff, and the public. In addition, the Director of Curriculum and Accountability may perform duties and responsibilities that occur outside the school campus and District Office for related activities and events, including off-site meetings and/or trainings.

SALARY: Leadership/Management Salary Range 49

DAYS OF SERVICE: 225 days

BOARD APPROVED: