

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
MAY 27, 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

- | | | |
|----------------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: O. Alexander, D. Cheeseman, R. Fagin, L. Hawkins, S. Secker, J. Silcox, D. Traina
Staff: R. Pecot, Z. Boswell, T. Jalique, T. Salinas, S. Smith | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| 3.1 | Administrative & Business Services: None. | |
| 3.2 | Educational Services: | |
| 3.2.1 | Finding of Facts: 24/25#52, 24/25#58 | |
| 3.2.2 | Reinstatements: AR#24-25/#40 | |
| Action: | Motion__ ; Second__ . Vote: Yes___ ; No_ ; Absent ; Abstain | |
| 3.3 | Human Resources: | |
| 3.3.1 | Approve the Non-Reelection of Probationary Certificated Employees: #UC-1412, #UC-1413, #UC-1414, #UC-1415, #UC-1416. Pursuant to Education Code Section 44929.21(b) | |
| Action: | Motion__ ; Second__ . Vote: Yes___ ; No_ ; Absent ; Abstain | |
| 3.3.2 | Public Employee Performance Evaluation: Superintendent
Government Code §54957 | |
| Action: | Motion_ ; Second__ . Vote: Yes_ ; No_ ; Absent ; Abstain__ | |
| 3.3.3 | Consider Public Employee/Employment/Discipline/Dismissal/Release
Government Code §54957 | |
| Action: | Motion__ ; Second__ . Vote: Yes_ ; No_ ; Absent ; Abstain__ | |
| 3.3.4 | Conference with Labor Negotiators
Government Code §54957.6
Agency Negotiator: Tammy Jalique, Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA | |

4. **Adjourn to Open Session**
5. **Call to Order and Pledge of Allegiance**
6. **Closed Session Issues:**
 - 6a Action Taken on Finding of Facts: 24/25#52, 24/25#58
 - 3.2.1
Action: Motion ___ Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___
 - 6b Report Out of Action Taken on Reinstatements: AR#24-25/#40
 - 3.2.2
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___
 - 6c Report Out of Action Taken on Approve the Non-Reelection of Probationary
 - 3.3.1 Certificated Employees: #UC-1412, #UC-1413, #UC-1414, #UC-1415, #UC-1416. Pursuant to Education Code Section 44929.21(b)
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___
7. **Approve Regular Minutes of May 13, 2025** 1-5
Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___
8. **Student Representative Reports:** None.
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
 - 9.1 Recognize Miena Thokkadam, McKinley Elementary School Teacher, for Saving a Students Life by Performing the Heimlich Maneuver
 - 9.2 West 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 Instructional Materials Adoptions 6-7
 - 10.3 **Human Resources:**
 - 10.3.1 Receive PAR Joint Committee Annual Report for 2024-2025 8-10
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** Approve the 2025-2026 Designation of CIF Representatives to League **11-13**
- 13.1.2** Approve TK Elevator Contract for 2025/2026 **14-28**
- 13.1.3** 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 **29-30**
- 13.1.4** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **31-36**
- 13.1.5** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2025/26 School Year **37-38**

13.2 Educational Services:

- 13.2.1** Approve Overnight Travel for the Tracy High School (THS) Dance Team and Advisors to Attend UDA Summer Dance Camp at the San Ramon Marriott in San Ramon, CA July 28-July 31, 2025 **39**
- 13.2.2** Approve Agreement for Special Contract Services with Keynote Speaker Joe Beckman (Till360) at Tracy High School (THS) on July 30, 2025 **40-43**
- 13.2.3** Approve Overnight Travel for Tracy High School (THS) Leadership Students and Advisors to Attend the CADA Leadership Summer Camp in Santa Barbara, CA July 6-10, 2025 **44**
- 13.2.4** Approve Overnight Travel for the Tracy High School (THS) Cheer Team and Advisors to Attend Summer Camp at St. Mary's College in Moraga, CA July 24-27, 2025 **45**
- 13.2.5** Approve Agreement for Contract Services Between San Joaquin County Office of Education, Boys and Girls Club of Tracy and TUSD for Summer Camps to SJCOE Durham Ferry Outdoor Education Center for July 2025 **46-52**
- 13.2.6** Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Merrill F. West High School during the 2025-2026 School Year **53-56**
- 13.2.7** Approve Agreement for Contract Services between Valley Community Counseling Services for a Behavioralist at Merrill F. West High School during the 2025-2026 School Year **57-60**
- 13.2.8** Approve Agreement for Contract Services between 360 Degree Customer Inc. for a Behaviorist and Merrill F. West High School during the 2025-2026 School Year **61-64**
- 13.2.9** Approve Agreement for Contract Services Between 360 Customer Inc. and Central School for the 2025-2026 School Year **65-68**
- 13.2.10** Approve and/or Ratify Routine Agreements which Meet the Criteria for Placement on the Consent Agenda **69-70**

- 13.2.11 Approve Out of State Summer Broadway Teachers Workshop for West High School Drama Teacher from July 14-17, 2025, in NYC, NY 71
- 13.2.12 Approve Overnight Travel for the West High Cheer and Dance Team Camp in Manteca at the Great Wolf Lodge, July 7 - July 10, 2025 72
- 13.2.13 Approve Overnight Travel for the 2025-2026 School Year for the West High Agriculture Staff Chaperones and Students 73-74
- 13.2.14 Approve Overnight Travel for West High School Music Program Orchestra and Band to Participate in a Music Festival and Disneyland Studio Workshop in Anaheim, CA, March 12-15, 2026 75
- 13.2.15 Approve Agreement for Special Contract Services Provided by Boys and Girls Club of Tracy 76-79

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment 80-81
- 13.3.2 Approve Classified, Certificated, and/or Management Employment 82-83

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

14.1 Administrative & Business Services:

- 14.1.1 Adopt Resolution No. 24-18 to Excuse Meeting Absence of Board Member 84-85
Action: Motion___; Second___, **Vote:** Yes ___; No ___; Absent ___; Abstain___.
- 14.1.2 Adopt Resolution No. 24-19 to Excuse Meeting Absence of Board Member 86-87
Action: Motion ___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.1.3 Approve Agreements for the Tracy High School ReRoofing Project Bid No. 2024/25-06 88
Action: Motion___; Second___, **Vote:** Yes___; No ___; Absent ___; Abstain___.

14.2 Educational Services:

- 14.2.1 Approve Adoption of Reading Difficulty Risk Screener and Special Contract Services for Professional Development 89-96
Action: Motion___; Second___, **Vote:** Yes___; No ___; Absent ___; Abstain___.
- 14.2.2 Approve Kimball High School Revised School Site Plan and Budget for 2024-2025 School Year (Separate Cover) 97
Action: Motion ___; Second___, **Vote:** Yes ___; No ___; Absent ___; Abstain___.

14.3 Human Resources:

- 14.3.1 Approve the Declaration of Need for the 2025-2026 School Year 98-102
Action: Motion___; Second___, **Vote:** Yes ___; No ___; Absent ___; Abstain___.
- 14.3.2 Approve a Variable Term Waiver for Administrative Services 103-104
Action: Motion ___; Second___, **Vote:** Yes___; No ___; Absent ___; Abstain___.
- 14.3.3 Approve a Declaration for a Provisional Internship Permit 105-106
Action: Motion___; Second___, **Vote:** Yes___; No ___; Absent ___; Abstain___.
- 14.3.4 Approve a Variable Term Waiver- Certificate of Completion of Staff Development (SDAIE) 107-108
Action: Motion ___; Second___, **Vote:** Yes ___; No___; Absent ___; Abstain___.

14.3.5 Approve Variable Term Waivers for Teacher

109-110

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 June 10, 2025 (5:00 P.M.)

17.2 June 23, 2025 (5:00 P.M., Monday)

17.3 August 12, 2025

17.4 August 26, 2025

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, May 13, 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, L. Hawkins, S. Secker, J. Silcox
Absent: L. Hawkins, D. Traina
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#50, 24/25#51, 24/25#54,
3.2.1 24/25#55, 24/25#56, 24/25#57
Action: Fagin, Cheeseman. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Traina).
- 6b** Report Out of Action Taken on Reinstatements: AR#24-25/#36, AR#24-
3.2.2 25/#37, AR#24-25/#38, AR#24-25/#39
Action: Approved. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Traina).
- 6c** Report Out of Action Taken on Early Graduation: TISCS#1032859.
3.2.3 TISCS# 10363003
Action: Approved. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Traina).
- 6d** Report Out of Action Taken on Consider Non-Renewal of Coach
3.3.1 Contracts for Employees #UCL-522, #UCL-523, #UCL-524, #UCL-525,
and UCL-526
Action: Approved. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Traina).
- 6e** Report Out of Action Taken on Release Probationary Classified
3.3.2 Employee #UCL-527 Utility Person III
Action: Item pulled, no vote taken.
- 6f** Report Out of Action Taken on Release Probationary Classified
3.3.3 Employee #UCL-528 Food Service Warehouse
Action: Approved. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Traina).
- Minutes:** 7. **Approve Regular Minutes of April 22, 2025.**
Action: Fagin, Cheeseman. **Vote:** Yes-4; No-0; Absent-2 (Hawkins, Traina);
Abstain-1 (Secker).
- Audience:** Dante Dell’Aringa, Bill Maslyar, Jason Noll, Amanda Bowman, Jennifer Kassel,
Christina Orsi, Stephen Theall, Kaleigh Felisberto, Bob Brownne, Liz Huerta
- Student Rep Reports:** **8.1 Alternative Education:** Santiago Magallanes Robles and Elaina Marcum were
unable to attend.
- Tracy High:** Dayson Balsano provided his final report of the school year. Mr.
Waggles, Mr. Chitwood, and Mr. Manley were nominated for the UCS
Speak Your Mind Challenge. Leadership students enjoyed taking part and pouring

ice cold buckets of water on the staff. Teachers' Appreciation Week had an Oscar Awards theme. Leadership prepared a list of teachers on campus and taped Oscar awards to each teacher's door. Seniors had their Grad Night trip to Disneyland and caps and gowns were distributed. Violet Howard was introduced as next year's student representative for THS. She is currently a sophomore involved in ASB outreach, and she looks forward to spending time at the board meetings next year. Current events at Tracy High include awards night, the THS Lift Up and rally, senior beach day, and senior breakfast.

West High: Noah Watkins and Lucia Noor Behnam shared the latest WHS information. The Multi-Cultural Rally was a hit, senior breakfast took place, and caps and gowns were distributed. Last week was Teacher Appreciation Week. Leadership posted a video of students talking about their favorite teachers. they distributed handwritten messages, held a breakfast, and put up posters of appreciation around campus. Last Monday was freshman sports night. Incoming students were introduced to the spring and fall sports available to them next year. Seniors are looking forward to the Universal Studios Grad Night trip.

Kimball High: Andrew Henano Megia shared there has been plenty of fun happening at Kimball. They kicked off the month with a talent show and hosted the All District Music Festival. The arts are still alive and thriving at their school. Senior events are underway. Graduates are heading out in every direction across the country. Senior sport nights were emotional; the teams and fans have a lot of Kimball pride. It is AP testing season, students pushed through with determination. Senior awards night and graduation is approaching. Andrew closed by saying that Leadership has changed his life and has made him more confident. Reporting to the board has been an honor.

The student representatives were presented with a certificate of appreciation for their dedication during the 2024/2025 school year.

Recognition & Presentations:

9.1 Kimball High School Principal Bill Maslyar, accompanied by Assistant Principals Dell'Aringa and Bowman, provided Kimball highlights for the year. WASC turned out great. They were granted a 6-year accreditation with a mid-cycle review. Positive areas of strength include a collaborative school culture, programs and opportunities for students, and COST support for student wellbeing. Next year they are establishing a Graduation Readiness Intervention Team (GRIT), and plan for more PLC collaboration. Kimball worked with the San Joaquin County District Attorney's office for the Introduction to Law/Criminal Justice course. Students went on field trips to the courthouse and received a fentanyl presentation from the District Attorney's office. This is a program that will keep building; the students love the subject matter. Kimball has partnered with Sutter Hospital for the Medical and Health Services Academy. The students have participated in hospital visits and tours and the da Vinci Surgical System was brought to Kimball for an educational demonstration. An EMR class is being launched next year. 98.1% of their students are involved in some sort of activity and 67% are involved in multiple activities. Increasing this percentage is a goal as they strive to increase school culture and to have the students motivated to build relationships and branch out to try new things.

- Information & Discussion Items:**
- 10.1 **Administrative & Business Services:** None.
 - 10.2 **Educational Services:**
 - 10.2.1 **Receive Report on the Tracy Unified School District Induction Program** Stephen Theall, Director of Professional Learning and Curriculum introduced Mentor Christina Orsi and Program Administer, Jennifer Kassel. Their vision is to have job-imbedded, mentor support for their teachers. The Induction Program provides collaborative and individualized support for all candidates. There are 65 teachers enrolled for the 24/25 school year. Participants feel the support truly helps them to grow professionally. Starting a career in education can be overwhelming for new teachers. Having a mentor fosters a culture of collaboration amongst colleagues and improves teacher retention. The program also benefits the mentors by providing leadership opportunities. This is an accredited program, free of charge for the teachers to help them gain their credentials. The Induction program celebration takes place on May 15th at Tracy High School. This is a time to celebrate their growth and hard work.

Hearing of Delegations 11. None.

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

- Consent Items:**
- 13. **Board approval of any agenda item requiring insurance is conditioned upon receipt of appropriate insurance by Tracy Unified. Action:** Cheeseman, Secker. **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Traina).
 - 13.1 **Administrative & Business Services:**
 - 13.1.1 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
 - 13.1.2 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
 - 13.1.3 Approve Entertainment, Assembly, Service, Business and Food Vendors
 - 13.2 **Educational Services:**
 - 13.2.1 Approve Contract Service Agreement with Fusion Academy for the Remainder of the 2024-2025 School Year
 - 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
 - 13.2.3 Approve and/or Ratify Routine Agreements which Meet the Criteria for Placement on the Consent Agenda
 - 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

- 13.2.5 Approve Agreement for Contract Services with Community Medical Centers and Kimball High, McKinley Elementary and Tracy High during 2025 Summer School
- 13.2.6 Approve Agreement for Special Contract Services with Operation Scholars and Prevention Services Department during 2025 Summer School
- 13.2.7 Ratify Special Service Agreement with Augmentative Communication Solutions for an Independent Education Evaluation (IEE) for the 2024-2025 School Year
- 13.2.8 Approve Agreement for Contract Services between Valley Community Counseling and North School and West High School during 2025 Summer School
- 13.2.9 Approve Agreement with Moni Brown and Tracy Unified School District for Curriculum Support and Development for ASL Courses
- 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
- 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
- 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

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 Ratify Agreement for Special Contract Services with School Services of California, Inc.
- 13.3.4 Approve Teacher Intern Agreement with Santa Clara County Office of Education

Action Items:

14.1 Administrative & Business Services: None.

14.2 Educational Services:

14.2.1 Adopt Revised TUSD Coaches Handbook (Separate Cover)

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

14.3 Human Resources:

14.3.1 Approve New Job Description for Coordinator of Continuous Improvement, State and Federal Programs

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

Board Reports:

Trustee Secker thanked Kimball for the presentation. He has visited the school many times, and he knows firsthand how nice it is to obtain the 6-year WASC accreditation. He was also a mentor teacher and knows that teachers can slip through

the cracks; TUSD has a great structure going. Trustee Cheeseman attended the All District Music Festival. The bands and choir did a wonderful job with a patriotic grand finale. Trustee Alexander went to the WHS performance of the Great Gatsby. it was very enjoyable. Trustee Fagin pointed out that the success of the induction program filters down to the students and expressed that Kimball is doing a great job. Trustee Silcox informed that Kimball teacher, Tyler Mullen, West High teacher, Stephanie Pease and Ysenia Huerta from Tracy High, were all recipients of the Crystal Apple Award, an honor given directly from the students.

**Superintendent
Report:**

Dr. Pecot informed next week is Classified Appreciation Week. We are kicking this off on Friday. The Tracy Breakfast Lions will be preparing breakfast for all classified employees at WHS. There are many programs that go on behind the scenes. All of the work going on with the induction program through Professional Learning is detrimental to the district. The next board meeting is May 27th. Many events are occurring over the next few weeks: awards nights and promotions, senior trips, and graduations. Thank you in advance to all the people behind the scenes that make these events happen.

Adjourn: 7:41 P.M.

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 13, 2025
SUBJECT: **Receive Report on Instructional Materials Adoptions**

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

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

Course(s)	Publisher	Program/Title	Copyright
American Sign Language	Dawn Sign Press	<i>Signing Naturally</i>	2008

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

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

This agenda item meets Strategic Goal #1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports.

FUNDING: Funding for the purchase of recommended materials not to exceed \$15,500 for the 2025-26 school year will be provided by funds from Goal 1, Action 20 of the Local Control Accountability Plan reserved for the purchase of instructional materials. Renewals in following

years will be paid from funds set aside for growth and replacement or instructional materials funds when available.

Course(s)	Publisher	Program/Title	Copyright
American Sign Language	Dawn Sign Press	<i>Signing Naturally</i>	2008

RECOMMENDATION: Receive Report on Instructional Materials Adoptions.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 19, 2025
SUBJECT: **Receive PAR Joint Committee Annual Report for 2024-2025**

BACKGROUND: During the 2009-2010 school year, the Tracy Educators Association (TEA) and the Tracy Unified School District brought back the Peer Assistance and Review (PAR) program. The Program continues to operate during the 2024-2025 school year.

RATIONALE: The Peer Assistance and Review Program (PAR) allows exemplary teachers (Consulting Teachers) to assist certain permanent and beginning teachers in the areas of instructional skills, pupil progress, learning environment/classroom management, adherence to curricular/learning objectives, and/or related aspects of his or her teaching performance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving their performance.

Pursuant to Article XXXVI, Peer Assistance and Review (PAR), the Joint Committee is required to submit an annual report to the Governing Board regarding the program's impact. The attached annual report from the Joint Committee includes a summary of the program activities and recommendations of the Joint Committee.

This aligns with 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.

RECOMMENDATION: Receive PAR Joint Committee Annual Report for 2024-2025.

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

PEER ASSISTANCE AND REVIEW PROGRAM

2024-2025 Annual Report

Voluntary Participants:

The PAR program served one voluntary participant during the 2024-2025 year. The participant entered PAR in September of 2024 and received 9 months of support during the 2024-2025 year. Basic support is afforded, per the Master Agreement, for 18 months, or until a satisfactory evaluation is received and the committee determines there is no additional benefit to continuing in the program. The participant continued the basic level of support through May of 2025. As additional support has been requested, participation will continue for 9 months of the 2025-2026 year, through April 2026, at which time an additional extension not to exceed 6 months could be requested.

Mandatory Participants:

There were no mandatory participants during the 2024-2025 year.

Consulting Teachers Training and Support:

The Consulting Teacher was new to the role during the 2024-2025 school year. As such, Professional Learning staff worked 1:1 with the Consulting Teacher to review forms, documentation, and provide coaching support as needed. Additional support was offered to the consulting teacher during the monthly meetings with the Joint Committee.

Applications for additional consulting teachers have been sent to all teachers and will be processed as they are received.

Topics/Activities Covered in the Peer Assistance Program (PAR):

The Joint Committee meets monthly to review reports from the consulting teacher, to monitor progress and provide support as needed. The Consulting Teacher attends the Joint Committee meetings to provide updates on coaching and mentoring activities, as well as report on progress made and continued areas of growth. When the Consulting Teacher does not attend, monthly reports including a time log, observation summaries, and other PAR documentation forms are submitted for committee review.

The funding for the PAR Program serves voluntary and mandatory participants, as well as the New Teacher Induction Program. Per the Master Agreement, the previous year's revenue monies not used by the PAR Program will be used in the BTSA/Induction Program during the following year.

Recommendations:

For the 2025-2026 school year, the Joint Panel recommends:

- Consulting Teachers who are selected for newly referred teachers should collaborate with their Participating Teacher *before school starts* in order to set up the classroom and to design and implement structures and routines to ensure an effective and healthy learning environment for all students.
- The Joint Committee continue to provide training materials for site administrators to inform them about the PAR program and its benefits. Continue to present PAR training information during management meetings for all administrators to take back to their sites for implementation with their teachers.
- The Joint Committee will continue to remind Site Administrators and TEA Members annually about the benefits of volunteering for PAR participation and that the PAR Program is available to all permanent teachers on a voluntary basis at any time during the school year. Support may be available to probationary teachers, pending availability of mentors.
- The Joint Committee continue to gather feedback from participating teachers and consulting teachers to evaluate the effectiveness of their PAR experience.
- The Joint Committee continue to provide on-going support to Consulting Teachers in partnership with the Professional Learning Department. The committee believes this training should be an expectation for consulting teachers providing service to mandatory participants.

Respectfully submitted,

PAR Joint Committee Members:

Anne Martin, TEA Representative, Joint Committee Co-Chair
Catalina Piña, TEA Representative, Joint Committee Co-Chair
Tara Bell, TEA Representative
Tammy Jalique, District Representative
Stephen Theall, District Representative



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Robert Pecot, Superintendent
DATE: April 13, 2025
SUBJECT: Approve the 2025-2026 Designation of CIF Representatives to League

BACKGROUND: Each year, the California Interscholastic Federation requires the district to designate the names of the league representatives to make sure that the league representatives are designated by the school district governing board.

RATIONALE: It is a legal requirement that league representatives be so designated. If a governing board does not take appropriate action to designate representatives or this information is not given to section offices within the required time frame, CIF is required to suspend voting privileges for the affected schools. Our designated representatives are listed on the attachment.

FUNDING: N/A.

RECOMMENDATION: Approve the 2025-2026 Designation of CIF Representatives to League.

Prepared by: Dr. Robert Pecot, Superintendent.

2025-2026 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE no later than June 27, 2025.**

Tracy Unified School District School District/Governing Board at its May 27, 2025 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2025-2026 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Kimball High School
NAME OF REPRESENTATIVE William Maslyar POSITION Principal
ADDRESS 3200 Jaguar Run CITY Tracy ZIP 95377
PHONE 209-832-6600 FAX 209-832-6601 E-MAIL wmaslyar@tusd.net

NAME OF SCHOOL Kimball High School
NAME OF REPRESENTATIVE Nathan Boyer POSITION Athletic Director
ADDRESS 3200 Jaguar Run CITY Tracy ZIP 95377
PHONE 209-832-6600 FAX 209-832-6601 E-MAIL nboyer@tusd.net

NAME OF SCHOOL Tracy High School
NAME OF REPRESENTATIVE Jon Waggle POSITION Principal
ADDRESS 315 E. 11th Street CITY Tracy ZIP 95376
PHONE 209-830-3360 FAX 209-830-3361 E-MAIL jwaggle@tusd.net

NAME OF SCHOOL Tracy High School
NAME OF REPRESENTATIVE Matt Shrout POSITION Athletic Director
ADDRESS 315 E. 11th Street CITY Tracy ZIP 95376
PHONE 209-830-3360 FAX 209-830-3361 E-MAIL mshrout@tusd.net

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Robert Pecot Signature _____
Address 1875 W. Lowell Avenue City Tracy Zip 95376
Phone 209-830-3201 Fax 209-830-3204

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE

2025-2026 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE no later than June 27, 2025.**

Tracy Unified School District School District/Governing Board at its May 27, 2025 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2025-2026 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL West High School
 NAME OF REPRESENTATIVE Gary Henderson POSITION Principal
 ADDRESS 1775 W. Lowell Avenue CITY Tracy ZIP 95376
 PHONE 209-830-3370 FAX 209-830-3371 E-MAIL ghenderson@tusd.net

NAME OF SCHOOL West High School
 NAME OF REPRESENTATIVE Derek Solano POSITION Athletic Director
 ADDRESS 1775 W. Lowell Avenue CITY Tracy ZIP 95376
 PHONE 209-830-3370 FAX 209-830-3371 E-MAIL dsolano@tusd.net

NAME OF SCHOOL _____
 NAME OF REPRESENTATIVE _____ POSITION _____
 ADDRESS _____ CITY _____ ZIP _____
 PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
 NAME OF REPRESENTATIVE _____ POSITION _____
 ADDRESS _____ CITY _____ ZIP _____
 PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Robert Pecot Signature _____
 Address 1875 W. Lowell Avenue City Tracy Zip 95376
 Phone 209-830-3201 Fax 209-830-3204

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 15, 2025
SUBJECT: **Approve TK Elevator Contract for 2025/2026**

BACKGROUND: Approve TK Elevator for the maintenance and repair of TUSD vertical transportation equipment (elevators and wheelchair lifts). Under the agreement TUSD may issue written requests to the TK Elevator to provide certain vertical transportation maintenance services at locations controlled by TUSD. The agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the Purchaser.

RATIONALE: To provide the maintenance and repair of TUSD vertical transportation equipment (elevators and wheelchair lifts).

FUNDING: Cost to maintain and repair TUSD vertical transportation equipment is \$40,325.40.

RECOMMENDATION: Approve TK Elevator Contract for 2025/2026.

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

Omnia Partners Group — Contract # R200502
for the Protection of Vertical Transportation Equipment

- A. THIS AGREEMENT (hereinafter "Agreement") made and entered into on this 1st day of July, 2025 by and between Tracy Unified School District, having an address of 1875 W Lowell Ave, Tracy 95376 (hereinafter referred to as "Purchaser"), and, TK Elevator Corporation, a Delaware corporation, having an address of 3100 Interstate North Circle SE Suite 500 Atlanta, GA 30339 (hereinafter referred to as "Contractor"). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and Purchaser or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

- B. The Purchaser is engaged either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and
- C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

1. BACKGROUND

The Purchaser and the Service Provider desire to enter into this Agreement as a long term commitment for the maintenance and repair of Purchaser's vertical transportation equipment as further described in this Agreement. Under the Agreement the Purchaser may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by Purchaser. The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the Purchaser.

2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

- (a) Each individual location requirement (as specified at the time of ordering by the Purchaser). A Location requirement shall be considered "Accepted" if it is fully executed by a duly authorized representative of both the Purchaser and the Service Provider and provided to the Service Provider;
- (b) This Agreement;
- (c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered Agreement (the "equipment") on the terms and conditions set forth in this Agreement (the "Services"). The term "Property" hereinafter will refer

to the real property of the Purchaser on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep Purchaser's equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust and lubricate as required, and, in Service Provider's sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service Purchaser's equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. Purchaser will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at Purchaser's sole expense.

The Service Provider may propose changes to the Services by informing the Purchaser in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

Pledge of Purchaser Satisfaction

- 3.1 In the event that Purchaser elects to undertake an audit of the service provided under this Agreement and any Location(s) Agreement, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.
- 3.2 The Purchaser and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties to discuss and review the performance of both parties of their respective obligations under this Agreement. The reviews will take place in order to:
 - a) Monitor the effectiveness and efficiency with which this Agreement is being implemented;
 - b) Agree to mutual objectives and timescales;
 - c) Assess the overall performance of this Agreement by each party;

- d) Review business implications, targets and risks;
- e) Review whether this Agreement is being conducted in the spirit it was intended; and
- f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

4. INDEPENDENT CONTRACTOR RELATIONSHIP:

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of Purchaser. Purchaser shall have no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

5. BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider's elevator technicians receive ongoing training in general equipment development as well as advancements made to Purchaser's specific equipment.

6. ASSURANCE OF SERVICE PROVIDER'S STANDARD OF QUALITY:

To help increase elevator performance and decrease downtime, Service Provider's technicians utilize the latest industry methods and technology available to Service Provider for Purchaser's specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot Purchaser's unique system.

Behind Service Provider's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider's International Technical Support facility in Texas continuously researches advancements in the industry and in Purchaser's equipment.

7. EXTENT OF COVERAGE: - Exhibit B Governs where applicable

Service Provider will perform the following Services with respect to any equipment described on any fully executed location requirement:

7.1 TRACTION ELEVATORS:

Service Provider agrees to and shall maintain the traction elevator equipment described on any Location Agreements on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

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7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3b "Door Open Time" as measured from the fully closed door position to a fully open stopped position.

7.1.3c "Door Close Time" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of Purchaser.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6 Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of Purchaser.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to Purchaser's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the location requirement. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the Agreement. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the Purchaser's appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of Purchaser's negligence or Purchaser's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

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7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

## 7.2 HYDRAULIC ELEVATORS:

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

## 7.3 ESCALATORS:

Service Provider agrees to and shall maintain the escalator equipment described on any Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

**8. PARTS INVENTORY**

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in Purchaser's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

**9. TESTING**

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators, under the terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the Purchaser, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

**10. COMPLIANCE WITH LAWS:**

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

**11. TERM:**

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable period of Three ( 3 ) years commencing on the date specified in the fully executed Location(s) Agreement and shall automatically be renewed for successive One ( 1 ) year periods thereafter, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial Three ( 3 ) year period, or ninety (90) days before the end of any subsequent One ( 1 ) renewal period. Time is of the essence.

The term (length of contract) of maintenance agreements signed under the Omnia Contract may exceed the term of the Omnia Agreement. The terms and conditions of the Omnia Agreement in effect at the date the maintenance agreement is signed will remain in effect for the duration of members local maintenance agreement. Maintenance Agreements can be as long as the Omnia members request provided, they are in accordance with local laws and regulations.



**12. AFTER HOURS WORK**

All Services are to be provided during Service Provider's regular working hours of its regular working days unless otherwise specified below.

For specified locations marked as "Bronze" within the Exhibit "A", Neither Service Requests nor Overtime Service Requests are included and they will be the subject of separate billing by TK Elevator for both materials and labor costs (which will be comprised of travel time, travel expenses, and time spent on the job).

For specified locations marked as "Gold" within the Exhibit "A", any overtime work requested by the Purchaser, Purchaser agrees to pay us overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

**13. PRICING:**

Pricing (Please See Exhibit A). The Price of Service Provider's service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the Purchaser. Those prices are net of all taxes, duties and other levies. Those prices are valid for a period of one (1) year, commencing on the effective date of each respective Location(s) Agreement. Each such period of one year (365 consecutive days) shall be called a "Fixed Price Period". Since Service Provider's costs to provide Purchaser with the Services may increase, the Service Provider shall review and adjust the Monthly Payment Amount for each Location Agreement(s) at the end of each twelve (12) month period. Eighty percent (80%) of the Agreement price for each Location Agreement(s) shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase in material costs based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. However, in no event shall the total price escalations at the end of each twelve (12) month period be no more than four percent (4%) in any subsequent one (1) year period. Service Provider shall provide thirty (30) days advance written notice to Purchaser of all price adjustments referenced in this paragraph.

Should equipment covered by any Location Agreement be modified by the Purchaser during the pendency of any Location Agreement the parties will endeavor to reach a written agreement on a modified price for the Services applicable to that equipment. Should those parties fail to reach a written agreement on a modified price then that equipment will be removed from the applicable Location Agreement and the applicable Purchaser shall remain financially responsible to the Service Provider for the Service Provider's lost profits associated with the Services originally designated for that piece of equipment at the original, agreed-to price for the remaining term of the applicable Location Agreement. The price is subject to increase in the event the existing equipment is modified from its present state. A service charge of 1 ¼% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

**14. INSURANCE REQUIREMENTS:**

At its sole expense, Service Provider shall carry and maintain throughout the term of any fully executed Location Agreement the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Purchaser.

Before the commencement of the Services, Service Provider shall submit to Purchaser a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of

any fully executed Location Agreement(s), it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to Purchaser.

Workers' Compensation Statutory Limits

Employer's Liability \$1,000,000 each accident  
\$1,000,000 policy limit-disease  
\$1,000,000 disease-each employee

General Liability

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

Limits Primary: \$2,000,000 each occurrence – BI & PD  
\$2,000,000 general aggregate  
\$2,000,000 personal injury & adv. Injury

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of \$2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

15. PURCHASER RESPONSIBILITIES:

*Product Information.* Purchaser agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. Purchaser agrees to authorize Service Provider to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain Purchaser's property.

*Safety.* Purchaser agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. Purchaser agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Purchaser agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed Location(s) Agreement at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. Purchaser agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. Purchaser agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. Purchaser also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, Purchaser will contract with others for removal and the proper handling of such liquids.

*Other.* Purchaser agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed Location(s) Agreement. Purchaser agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed Location(s) Agreement, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of that Location(s) Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the Location(s)

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Agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Location(s) Agreement.

*Items Not Covered.* Service Provider does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

#### 16. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the Purchaser only undertakes to buy the Services, or parts thereof, from the Service Provider from the date that this Agreement is fully executed.

#### 17. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any location requirement if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

#### 18. TERMINATION AND REMEDIES

18.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any location Agreement with 30 day's prior written notice in case of the Purchaser's failure to comply with any terms of this Agreements or any Location Agreement. Termination of a Location(s) Agreement shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

18.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement.

#### 19. ASSIGNMENT

Purchaser may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the Purchaser; use subcontractors for the

performance of any Services purchased by the Purchaser under this Agreement or a local agreement. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the Purchaser under this Agreement or a local agreement.

**20. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY**

The Service Provider and the Purchaser shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

**21. ETHICAL COMMITMENT**

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the Purchaser to act in a like manner. Should the Purchaser suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

**22. MISCELLANEOUS**

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

22.5 In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 Purchaser hereby waives trial by jury and agrees that this Agreement and any applicable Location(s) Agreement shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable Location(s) Agreement is located. Purchaser further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable Location(s) Agreement is located as to all matters and disputes arising out of this that Location(s) Agreement.

22.7 The liability of the Service Provider under this Agreement shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable Location(s) Agreement.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the Purchaser and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

23 NOTICES:

Every notice or other communication to be given by either party to the other with respect to this Agreement(s), shall be given by personal delivery, by facsimile or by United States registered or certified mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR PURCHASER HERE

ThyssenKrupp Elevator Corporation  
3100 Interstate North Circle SE Suite 500  
Atlanta, GA 30339  
Attn: International Account Contract Administrator  
Fax: 1-866-572-2888

This Agreement has been prepared in duplicate, of which each party has received a copy.

ACCEPTED:

Tracy Unified School District

TK ELEVATOR CORP.

BY: \_\_\_\_\_  
Signature of Authorized Individual

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: National Accounts Executive

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

TK ELEVATOR CORP APPROVAL:

BY: Brian Wiley

TITLE: Supervisor S&R Contract Analyst

DATE: 5.8.2025

**Exhibit "A"**  
**Property list/Location**  
**Contract Type and Price**

**Location Name: Tracy Unified School District**

**Location Address: Multiple (below)**

**Entity Code: School / Education**

**Unit Count: 22**

**Unit Type: Hydraulic, Lifts**

**Contract Type: Gold**

**Omnia Group Pricing: \$3,360.45 / Month**

**Billing Frequency: Monthly**

**Billing Rates for Work Outside the Scope of this agreement:**

| Standard 24/25 TKE Billing Rates           |             |             |           |           |             |           |             |             |             |
|--------------------------------------------|-------------|-------------|-----------|-----------|-------------|-----------|-------------|-------------|-------------|
| Mechanic                                   | Mechanic OT | Mechanic DT | Helper    | Helper OT | Helper DT   | Adjuster  | Adjuster OT | Team        | Team DT     |
| \$ 719.00                                  | \$ 1,222.00 | \$ 1,438.00 | \$ 575.00 | \$ 978.00 | \$ 1,150.00 | \$ 809.00 | \$ 1,618.00 | \$ 1,294.00 | \$ 3,056.00 |
| OMNIA - 24/25 TKE Billing Rates (Less 35%) |             |             |           |           |             |           |             |             |             |
| Mechanic                                   | Mechanic OT | Mechanic DT | Helper    | Helper OT | Helper DT   | Adjuster  | Adjuster OT | Team        | Team DT     |
| \$ 467.35                                  | \$ 794.30   | \$ 934.70   | \$ 373.75 | \$ 635.70 | \$ 747.50   | \$ 525.85 | \$ 1,051.70 | \$ 841.10   | \$ 1,986.40 |

**List of Units – see below table**

|                           |                         |              |        |              |           |      |          |
|---------------------------|-------------------------|--------------|--------|--------------|-----------|------|----------|
| Bohn Elementary           | 350 E. Mt. Diablo Ave.  | Dumbwaiter 1 | 160830 | Screwdrive   | Other     | Gold | \$104.65 |
| Central Elementary        | 200 W. Eaton Ave.       | Dumbwaiter 1 | 176360 | Chain        | Garaventa | Gold | \$104.65 |
| Central Elementary        | 201 W. Eaton Ave.       | Elevator 1   | 176359 | EI Hydraulic | tkE       | Gold | \$217.26 |
| Freiler School            | 2421 W. Lowell Ave.     | Dumbwaiter 1 | 125786 | Misc         | Other     | Gold | \$104.65 |
| Hirsch Elementary         | 1280 Dove Drive         | Dumbwaiter 1 | 160835 | Screwdrive   | Other     | Gold | \$104.65 |
| Jacobson Elementary       | 1750 W. Kavanaugh Ave.  | Dumbwaiter 1 | 160829 | Screwdrive   | Other     | Gold | \$104.65 |
| George Kelly School       | 535 Mabel Josephine Dr. | Dumbwaiter 1 | 140371 | Misc         | Schindler | Gold | \$104.65 |
| Kimball High School       | 3200 Jaguar Run         | Elevator 1   | 156387 | EI Hydraulic | Schindler | Gold | \$234.19 |
| Monte Vista               | 751 W. Lowell Ave.      | Dumbwaiter 1 | 160831 | EI Hydraulic | Garaventa | Gold | \$104.65 |
| North School              | 2875 Holly Dr.          | Dumbwaiter 1 | 141591 | EI Hydraulic | Other     | Gold | \$104.65 |
| North School              | 2876 Holly Dr.          | Elevator 1   | 185897 | EI Hydraulic | Other     | Gold | \$234.19 |
| Poet-Christian School     | 1701 S. Central Ave.    | Dumbwaiter 1 | 160828 | Screwdrive   | Other     | Gold | \$104.65 |
| SouthWest Park Elementary | 500 W. Mt. Diablo       | Elevator 1   | 170164 | EI Hydraulic | Schindler | Gold | \$234.19 |
| Tracy High School         | 315 E. 11th Street      | Elevator 1   | 152659 | EI Hydraulic | tkE       | Gold | \$217.26 |
| Tracy High School         | 316 E. 11th Street      | Elevator 2   | 156396 | EI Hydraulic | tkE       | Gold | \$216.08 |
| Tracy High School         | 317 E. 11th Street      | Elevator 3   | 160919 | EI Hydraulic | Other     | Gold | \$217.26 |
| Tracy High School         | 318 E. 11th Street      | Dumbwaiter 1 | 167286 | EI Hydraulic | Garaventa | Gold | \$104.65 |
| Villalovoz Elementary     | 1550 Cypress Drive      | Dumbwaiter 1 | 160827 | Screwdrive   | Other     | Gold | \$104.65 |
| West High School          | 1775 W. Lowell Ave.     | Elevator 1   | 101358 | EI Hydraulic | Other     | Gold | \$104.65 |
| West High School          | 1776 W. Lowell Ave.     | Elevator 2   | 152672 | EI Hydraulic | Other     | Gold | \$216.08 |
| West High School          | 1777 W. Lowell Ave.     | Dumbwaiter 1 | 160669 | EI Hydraulic | Garaventa | Gold | \$104.65 |
| Williams Middle School    | 1600 Tennis Lane        | Dumbwaiter 1 | 160826 | Screwdrive   | Other     | Gold | \$104.65 |



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc. Supt. of Business Services  
**DATE:** May 16, 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 Tracy High School /Tracy Unified School District:**

1. The Roberson Family 2002 Trust - \$1,000.00 (Ck #6752). This donation is for the Dorwin Hathorn Scholarship #1205.
2. Patricia Robidart - \$1000.00 (Ck #2791). This donation is for the Joe Alvarez Scholarship #2860.
3. William Koster - \$1000.00 (Ck #1113). This donation is for the Ariana Koster Scholarship Account #2365.
4. Rajesh Arora - \$750.00 (Ck #0031259772). This donation is for the Prithvi Raj Scholarship account.
5. Leprino Foods - \$1000.00 (Ck #101017239). This donation is for the Leprino Foods Scholarship.
6. A & M Pombo Partnership - \$600.00 (Ck #1111). This donation is to the Gene Pombo Scholarship.
7. Henry Tosta - \$500.00 (Ck #2701). This donation is for the Linda Tosta scholarship #1167.
8. Nancy Gonzales-Heer - \$1250.00 (Ck #3860). This donation is for the Butch Gonzales FFA Scholarship #2375.
9. Lawrence Guillen - \$500.00 (Ck #1242). This donation is for the Raymond Butch Scholarship #2375.

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

1. Tracy Chevrolet - \$800.00 (Ck #45443). This donation is for the Athletic department for advertising.

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

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

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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** May 14, 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-corner 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 27, 2025

**A.**

|                  |                            |
|------------------|----------------------------|
| Vendor:          | Park Planet                |
| Sites:           | George Kelly School        |
| Item:            | Proposal                   |
| Services:        | Install New Play Structure |
| Cost:            | \$156,333.68               |
| Project Funding: | Fund 25                    |

**B.**

|                  |                                                                                 |
|------------------|---------------------------------------------------------------------------------|
| Vendor:          | Terracon                                                                        |
| Sites:           | Kimball High School                                                             |
| Item:            | Proposal                                                                        |
| Services:        | Provide Geotechnical Engineering services for the Two Story Classroom Building. |
| Cost:            | \$31,500                                                                        |
| Project Funding: | Fund 25                                                                         |

**C.**

|                  |                                |
|------------------|--------------------------------|
| Vendor:          | Insidesource                   |
| Sites:           | Bohn Elementary                |
| Item:            | Proposal                       |
| Services:        | Install new library furnishing |
| Cost:            | \$148,892.52                   |
| Project Funding: | Fund 25                        |

**D.**

|                  |                                |
|------------------|--------------------------------|
| Vendor:          | Garland                        |
| Sites:           | Tracy High School              |
| Item:            | Proposal                       |
| Services:        | Material for Reroofing Project |
| Cost:            | \$2,066,790.05                 |
| Project Funding: | Fund 14                        |

## E.

|                  |                                                                                                                                                                                                                                                                                                      |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor:          | Tracy Tank Town Lions                                                                                                                                                                                                                                                                                |
| Sites:           | West High School                                                                                                                                                                                                                                                                                     |
| Item:            | ASB Concession Stand Contract                                                                                                                                                                                                                                                                        |
| Services:        | The Tank Town Lions (TTL) will use the West High School concession stand facility during the high school football season. The WHS ASB will supply refrigeration, ice machine, soft drink dispenser, and cleaning products. TTL will provide the WHS ASB with a sum equal to 60% of the net proceeds. |
| Cost:            | N/A                                                                                                                                                                                                                                                                                                  |
| Project Funding: | N/A                                                                                                                                                                                                                                                                                                  |

## F.

|                  |                                                                                                                                                                                                                                                                                                                 |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor:          | Tracy Breakfast Lions Club                                                                                                                                                                                                                                                                                      |
| Sites:           | Tracy High School                                                                                                                                                                                                                                                                                               |
| Item:            | ASB Concession Stand Contract                                                                                                                                                                                                                                                                                   |
| Services:        | The Tracy Breakfast Lions Club will use the Tracy High School concession stand facility during the high school football season. The THS ASB will supply the ice machine, water, water heater, and electricity. The Tracy Breakfast Lions Club will provide THS ASB with a sum equal to 60% of the net proceeds. |
| Cost:            | N/A                                                                                                                                                                                                                                                                                                             |
| Project Funding: | N/A                                                                                                                                                                                                                                                                                                             |

## G.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| Vendor:          | All City Management Services                                      |
| Sites:           | Bohn Elementary                                                   |
| Item:            | Service Agreement                                                 |
| Services:        | School crossing guard services at Bohn for the 25-26 school year. |
| Cost:            | \$20,703.60                                                       |
| Project Funding: | General Fund                                                      |

## H.

|                  |                                                                                                                                                           |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor:          | Sierra Building Systems                                                                                                                                   |
| Sites:           | District Wide                                                                                                                                             |
| Item:            | Proposal                                                                                                                                                  |
| Services:        | Per national fire alarm and signaling code, NFPA 72, SBC will perform testing, inspection, deficiency and repairs to the fire alarm panels district wide. |
| Cost:            | \$119,925.00                                                                                                                                              |
| Project Funding: | Environmental Compliance                                                                                                                                  |

I.

|                  |                                                                                                                                                                                                                                        |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor:          | Knowledge Saves Lives, Inc. (KSL INC.)                                                                                                                                                                                                 |
| Sites:           | District Wide                                                                                                                                                                                                                          |
| Item:            | Service Agreement                                                                                                                                                                                                                      |
| Services:        | KSL SB390 Security Training - This in-person three-day, 24-hour mandated training course is designed specifically for campus supervisors and security staff. KSL instructors will travel to our site and provide all course materials. |
| Cost:            | \$47,400.00                                                                                                                                                                                                                            |
| Project Funding: | Environmental Compliance                                                                                                                                                                                                               |

J.

|                  |                                                                                                          |
|------------------|----------------------------------------------------------------------------------------------------------|
| Vendor:          | Bagley Enterprises                                                                                       |
| Sites:           | District Wide                                                                                            |
| Item:            | Service Agreement                                                                                        |
| Services:        | Underground storage tank monitoring and compliance; repair of tanks, pumps, and alarm systems as needed. |
| Cost:            | <\$20,000.00                                                                                             |
| Project Funding: | General Fund/Transportation                                                                              |

K.

|                  |                                                                                                                                                                                                                                                                                                                                           |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor:          | School Services of California, Inc.                                                                                                                                                                                                                                                                                                       |
| Sites:           | Tracy Unified School District                                                                                                                                                                                                                                                                                                             |
| Item:            | Agreement for Special Services                                                                                                                                                                                                                                                                                                            |
| Services:        | The Business Services division has contracted for many years with School Services of California. Their services are critical to budget development and implementation. In addition, their information services provide guidance on fiscal legislation, new mandates, and information relating to the local mandate reimbursement process. |
| Cost:            | \$4,950.00                                                                                                                                                                                                                                                                                                                                |
| Project Funding: | General Fund                                                                                                                                                                                                                                                                                                                              |

L.

|                  |                                                                                                      |
|------------------|------------------------------------------------------------------------------------------------------|
| Vendor:          | Law Offices of Young, Minney & Corp, LLP                                                             |
| Sites:           | District-wide                                                                                        |
| Item:            | Purchase Order                                                                                       |
| Services:        | Legal services related to charter school law.                                                        |
| Cost:            | \$395/hr. (partners), \$360/hr. Senior Associates, & \$195/hr. for Law Clerks, \$145/hr. paralegals. |
| Project Funding: | Risk Management                                                                                      |

M.

|                  |                                                                     |
|------------------|---------------------------------------------------------------------|
| Vendor:          | McCormick and Barstow, LLP                                          |
| Sites:           | District-wide                                                       |
| Item:            | Purchase Order                                                      |
| Services:        | Legal services for liability claim and litigation.                  |
| Cost:            | \$255.00/hr. as negotiated by the NorCal Relief executive committee |
| Project Funding: | General Fund/Risk Management                                        |

N.

|                  |                                                                     |
|------------------|---------------------------------------------------------------------|
| Vendor:          | Leone & Alberts, Attorneys at Law                                   |
| Sites:           | District-wide                                                       |
| Item:            | Purchase Order                                                      |
| Services:        | Legal services for liability claim and litigation.                  |
| Cost:            | \$255.00/hr. as negotiated by the NorCal Relief executive committee |
| Project Funding: | General Fund/Risk Management                                        |

O.

|                  |                                                                     |
|------------------|---------------------------------------------------------------------|
| Vendor:          | Johnson, Schachter, & Lewis                                         |
| Sites:           | District-wide                                                       |
| Item:            | Purchase Order                                                      |
| Services:        | Legal services for liability claim and litigation.                  |
| Cost:            | \$255.00/hr. as negotiated by the NorCal Relief executive committee |
| Project Funding: | General Fund/Risk Management                                        |

P.

|                  |                                                                           |
|------------------|---------------------------------------------------------------------------|
| Vendor:          | McArthur & Levin, LLP                                                     |
| Sites:           | District-wide                                                             |
| Item:            | Attorney-Client Fee Contract                                              |
| Services:        | Legal services for Special Education matters under state and federal law. |
| Cost:            | \$275.00/hr. (partner attorney), \$240.00/hr. (associate attorney)        |
| Project Funding: | Risk Management                                                           |

Q.

|                  |                                                                                            |
|------------------|--------------------------------------------------------------------------------------------|
| Vendor:          | Arbiter                                                                                    |
| Sites:           | District-wide                                                                              |
| Item:            | One year renewal                                                                           |
| Services:        | Provides a streamlined service for paying sports officials involved in high school sports. |
| Cost:            | \$4925.00                                                                                  |
| Project Funding: | General Fund                                                                               |

R.

|                  |                                                                                                                                                                                  |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor:          | Ingenium                                                                                                                                                                         |
| Sites:           | District-wide                                                                                                                                                                    |
| Item:            | Purchase Order                                                                                                                                                                   |
| Services:        | Packaging, transporting, and disposal of hazardous and universal waste as required by the Department of Toxic and Substance Control and San Joaquin County Environmental Health. |
| Cost:            | <\$60,000.00                                                                                                                                                                     |
| Project Funding: | General Fund/Environmental Compliance                                                                                                                                            |

S.

|                  |                                                                                                                                            |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor:          | Transfinder                                                                                                                                |
| Sites:           | Transportation Department                                                                                                                  |
| Item:            | Software License & Hosting Agreement                                                                                                       |
| Services:        | Transfinder is a bus routing software system which includes a scheduling system, route analysis, cost calculations, and satellite imagery. |
| Cost:            | \$14,200.00                                                                                                                                |
| Project Funding: | General Fund/Transportation                                                                                                                |



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** May 13, 2025  
**SUBJECT:** **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2025/26 School Year**

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

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

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

**RECOMMENDATION:** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2025/26 School Year.

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



## 2025/2026 School-Connected Organization Booster Clubs

| Organization                          | Status                          | Current Reviewed<br>Bank Statements |
|---------------------------------------|---------------------------------|-------------------------------------|
| 209 Tracy High Wrestling Booster Club | <i>Recommended for approval</i> | <i>Current</i>                      |



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Supt. of Business Services  
**DATE:** May 1, 2025  
**SUBJECT:** **Approve Overnight Travel for the Tracy High School (THS) Dance Team and Advisors to Attend UDA Summer Dance Camp at the San Ramon Marriott in San Ramon, CA July 28-July 31, 2025**

**BACKGROUND:** The Tracy High School (THS) Dance Team will attend UDA Summer Dance Camp. The trip would consist of approximately twenty students and two advisors (Nicole Adkins and Amy Ceteras). Transportation to and from the event will be provided by individual parent(s). Students and advisors will be staying at the Marriott in San Ramon, CA. Advisors will chaperone students throughout the stay.

**RATIONALE:** The opportunity to participate in a four-day dance camp will show students the importance of teamwork. At camp, students will develop skills, learn choreography, and team bonding. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** There will be no cost to the District. Each participant will be responsible for camp fees (camp instruction, lodging and meals) and any other miscellaneous incidentals. The approximate individual cost is \$523.00 per student. This is a voluntary event. A fundraiser event will be held in June to offset the cost for all participants.

**RECOMMENDATION:** Approve Overnight Travel for the Tracy High School (THS) Dance Team and Advisors to Attend UDA Summer Dance Camp at the San Ramon Marriott in San Ramon, CA July 28-July 31, 2025.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Supt. of Educational Services  
**DATE:** April 30, 2025  
**SUBJECT:** **Approve Agreement for Special Contract Services with Keynote Speaker Joe Beckman (Till360) at Tracy High School (THS) on July 30, 2025**

**BACKGROUND:** Joe Beckman & Till360 will provide a keynote speaking session for incoming Freshman at Freshman orientation on July 30, 2025. He will also provide a pre-event video for the student leaders as well as 30-day access to the Till360 video library.

**RATIONALE:** This agenda item meets LCAP Goal 2.15, focusing on the continuation of programs designed to support high school students in areas such as mental health, behavior, and attendance. Joe Beckman will deliver an inspiring keynote aimed at fostering human connection between our students as they enter high school while cultivating self-determination and accountability among high school students. Emphasizing the significance of personal empowerment and resilience in navigating challenges. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** The contract is \$5,000.00 and will be paid out of Tracy High School Title 1 funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Keynote Speaker Joe Beckman (Till360) at Tracy High School (THS) on July 30, 2025.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Joe Beckman (Till360), 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 keynote speech for incoming Freshman at Tracy High School (THS) Freshman Orientation (7/30/25). Also included is a pre-event video for student leaders and 30-day access to Till360 video library

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 on day ( 1 ) [  ] HOURS [  ] DAYS, under the terms of this agreement at the following location Tracy High School.

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

- a. District shall pay \$ 5,000.00 per [  ] HOUR [  ] DAY [  ] FLAT RATE, not to exceed a total of \$ 5,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [  ] SHALL [  ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ zero for the term of this agreement.
- c. District shall make payment on a [  ] MONTHLY PROGRESS BASIS [  ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 30, 2025, and shall terminate on August 29, 2025.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Tara Nelson, at (209) 832-6600 x2018 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [  ] WILL [  ] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

|                                                   |                |
|---------------------------------------------------|----------------|
| _____<br>Contractor Signature                     | _____<br>Title |
| _____<br>IRS Identification Number<br>474-15-1126 | _____<br>Title |
| _____<br>Address<br>1639 White Pine Way           |                |
| _____<br>Carver, MN 55315                         |                |

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Supt. of Education Services  
**DATE:** May 2, 2025  
**SUBJECT:** **Approve Overnight Travel for Tracy High School (THS) Leadership Students and Advisors to Attend the CADA Leadership Summer Camp in Santa Barbara, CA July 6-10, 2025**

**BACKGROUND:** The THS Leadership, consisting of six students and two advisors, will travel to UC Santa Barbara in Santa Barbara, CA. They will be traveling with district approved drivers and will be staying in On-Campus Housing to attend the CADA Summer Leadership Conference. THS Leadership students seek continued growth, collaboration, and training to bring ideas with inspiration back to their school and local communities.

**RATIONALE:** This event offers the opportunity for students and their advisors to continue their training and development to align with the CADA Leadership Standards. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. As well as continuing professional development on the advisors' behalf.

**FUNDING:** Conference registration, meals, lodging, and transportation costs will not exceed \$6,000 in total and will be covered by Tracy High ASB. Additional meals, prior to/after the duration of the camp, will be the individual responsibility of each student and advisor. Scholarships are available for students should cost be a barrier.

**RECOMMENDATION:** Approve Overnight Travel for Tracy High School (THS) Leadership Students and Advisors to Attend the CADA Leadership Summer Camp in Santa Barbara, CA July 6-10, 2025.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Ed Services  
**DATE:** May 1, 2025  
**SUBJECT:** **Approve Overnight Travel for the Tracy High School (THS) Cheer Team and Advisors to Attend Summer Camp at St. Mary's College in Moraga, CA July 24-27, 2025**

**BACKGROUND:** The Tracy High School (THS) Cheer Team will attend UDA Summer Cheer Camp. The trip would consist of approximately forty students and two advisors (Sofia Posten & Stephanie McClellan). Transportation to the event will be provided by Tracy Unified and each student will be picked up by their parent(s). Students and advisors will be utilizing campus housing. Advisors will chaperone students throughout the stay.

**RATIONALE:** The opportunity to participate in a four-day dance camp will show students the importance of teamwork. At camp, students will develop skills, learn choreography, and team bonding. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** There will be no cost to the District. Each participant will be responsible for camp fees (camp instruction, lodging and meals) and any other miscellaneous incidentals. Tracy High Athletics will pay for bus transportation. The approximate individual cost is \$555.00 per student. This is a voluntary event. A fundraiser event will be held in June to offset the cost for all participants.

**RECOMMENDATION:** Approve Overnight Travel for the Tracy High School (THS) Cheer Team and Advisors to Attend Summer Camp at St. Mary's College in Moraga, CA July 24-27, 2025.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** May 5, 2025  
**SUBJECT:** **Approve Agreement for Contract Services Between San Joaquin County Office of Education, Boys and Girls Club of Tracy and TUSD for Summer Camps to SJCOE Durham Ferry Outdoor Education Center for July 2025**

**BACKGROUND:** The expanded Learning Opportunities Program (ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities – California Ed. Code (EX) Section 46120. TUSD is a STEM District. The TUSD STEM Vision is as stated: Empowering every student for success in tomorrow’s world. The TUSD STEM Mission is as stated: Engaging STEM experiences connect each student to the real world and prepare them for college and career success through collaboration, critical thinking, and problem solving. In the 2024-2025 school year, TUSD has identified 5 key initiatives. One of the key initiatives is to provide STEM opportunities for each student.

**RATIONALE:** This contract ensures TUSD Boys and Girls Club students from grades 4-8 are provided with the option to access a rich camp experience that includes building students’ environmental literacy by encouraging connections to nature, and available community resources.

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

**FUNDING:** This camp is free to our district as it is funded by the California Natural Resources Agency Grant. The cost of transportation is not to exceed \$1284. All transportation costs will be reimbursed by SJCOE, resulting in no cost to the district.

**RECOMMENDATION:** Approve Agreement for Contract Services Between San Joaquin County Office of Education, Boys and Girls Club of Tracy and TUSD for Summer Camps to the Durham Ferry Outdoor Education Center for Summer of 2025.

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

**TRACY UNIFIED SCHOOL DISTRICT**

1875 W. Lowell Ave., Tracy, California 95376

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

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

- 1. Contractor shall perform the following duties: Boys and Girls Club of Tracy will supervise and chaperone TUSD Boys and Girls Club students to summer camps at SJCOE Durham Ferry. The camps will take place at the following locations: Durham Ferry Outdoor Education Center, Lodi Lake, and Edible Schoolyard Garden.

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 <sup>4</sup> \_\_\_\_\_ ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location \_\_\_\_\_.

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

- a. District shall pay \$<sup>0.00</sup> \_\_\_\_\_ per [ ] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$<sup>0.00</sup> \_\_\_\_\_. 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 \$<sup>0.00</sup> \_\_\_\_\_ for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

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

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

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

\_\_\_\_\_  
IRS Identification Number  
CEO, Boys and Girls Club of Tracy

\_\_\_\_\_  
Title  
753 W. Lowell Ave

\_\_\_\_\_  
Address  
Tracy, CA 95376

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

\_\_\_\_\_  
Date

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

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

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

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education's STEM Department \_\_\_\_\_, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: SJCOE STEM Department will provide access to 50 TUSD students to participate in the fourth year of Let's Play Outside Camp at Durham Ferry Outdoor Education Center. The camp is free to our district as it is funded by the California Natural Resources Agency Grant. The camp will take place from July 14th - July 17th, 2025.  
The camps will take place at the following locations: Durham Ferry Outdoor Education Center, Lodi Lake, and Edible Schoolyard Garden.  
The cost of transportation is not to exceed \$1284. All transportation costs will be reimbursed by SJCOE, resulting at no cost to the district.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 4 \_\_\_\_\_ ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location \_\_\_\_\_.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$0 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$0. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

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

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

*Katie Wright* Division Director, STEM  
\_\_\_\_\_  
Contractor Signature Title

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

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

\_\_\_\_\_  
Date

Title  
*Waverly Sivil* Div. Director,  
Operations  
\_\_\_\_\_  
Address

Account Number to be Charged  
**Continuous Improvement**  
Department/Site Approval

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** May 12, 2025  
**SUBJECT:** **Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Merrill F. West High School during the 2025-2026 School Year**

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

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

**FUNDING:** The District shall pay \$12,500 for the eight-week parent class, not to exceed \$14,500. The cost of the program will be paid by District ELOG Funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and West High School during the 2025-2026 School Year.

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

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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

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

1. Contractor shall perform the following duties: \_\_\_\_\_  
Provide a Parent Training Course for the parents and students enrolled at Merrill F. West High School.  
The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-age children.

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 8 ( ) [ ] HOURS [ X ] DAYS, under the terms of this agreement at the following location \_\_\_\_\_.

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

- a. District shall pay \$ 12,500.00 per [ ] HOUR [ ] DAY [ X ] FLAT RATE, not to exceed a total of \$ \_\_\_\_\_. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [ X ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on September 1, 2025, and shall terminate on October 31, 2025.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Gary Henderson, at (209) 830.-3370 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [  ] 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  
33-0259359  
\_\_\_\_\_  
IRS Identification Number  
Executive Director  
\_\_\_\_\_  
Title  
3641 Mitchell Road, Ste. H  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
\_\_\_\_\_

ED

Title

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

\_\_\_\_\_  
Date

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** May 12, 2025  
**SUBJECT:** **Approve Agreement for Contract Services between Valley Community Counseling Services for a Behaviorist at Merrill F. West High School during the 2025-2026 School Year**

**BACKGROUND:** Valley Community Counseling Services (VCCS) is a private, non-profit corporation providing a variety of counseling, therapy, educational services, consulting, and training to county residents. Services are provided to individuals, families, couples, and groups. Child trauma treatment program for children who have been victims of sexual and/or physical abuse, at no cost. Children who have been traumatized by living in homes of domestic violence, or in homes where drug use was present. Services are also available for affected families. Domestic violence and anger management programs. Counseling for those with substance abuse problems, including those who have received DUI tickets by self-referral or court referred.

**RATIONALE:** Valley Community Counseling Services (VCCS). They have a diverse behavioral health specialist who represents our student population and proven success impacting student behaviors. They will provide one full-time Behaviorist, for a total of 8 hours daily beginning August 4, 2025. There is no cap on the number of students they can serve. They will respond to behavior situations that arise on campus. Services will not be limited to a specific number of students if the caseload is within the capacity of the Behaviorist. 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:** Valley Community Counseling Services (VCCS) will be paid \$80.00 per hour, for 8 hours per day, for a total of 1400 hours at a cost of \$112,000.00. This will be funded through Title I Funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Valley Community Counseling Services for a Behaviorist and Merrill F. West High School during the 2025-2026 School Year.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Valley Community Counseling Services, 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: Full-time Mental Health provider 5 days/week, 8 hour days  
This provider would be providing group counseling services that include running grief and loss groups, addiction groups, anxiety, and social anxiety group, and boys groups. Provider would also be working with students who are falling academically, providing trauma counseling to English language learners, and working with identified students who are in need of help with institution. Services will not be limited to a specific number of students as long as the caseload is within the capacity of the provider.

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 1400 ( ) [X] HOURS [ ] DAYS, under the terms of this agreement at the following location West High, 1775 W. Lowell Ave.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$80.00 per [X] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$112,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
  - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 4, 2025, and shall terminate on May 29, 2026.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Bond Cashmere, at (209) 830-3370 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor  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:**

Stacie Clark, LMFT41753 Digitally signed by Stacie Clark, LMFT41753  
Date: 2025.05.08 09:31:37 -07'00'

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Contractor Signature Title  
**94-2468972**

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IRS Identification Number  
**Deputy Director**

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Title  
**6707 Embarcadero Drive**

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Address  
**Stockton CA 95219**

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Tracy Unified School District

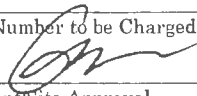
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Date

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Account Number to be Charged

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Department/Site Approval

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Budget Approval

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Date Approved by the Board



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** May 13, 2025  
**SUBJECT:** **Approve Agreement for Contract Services between 360 Degree Customer Inc. for a Behaviorist and Merrill F. West High School during the 2025-2026 School Year**

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

**RATIONALE:** 360 Degree Customer Inc. is a company who is a leader in their field. They have bilingual and diverse Behaviorist who represent our student population and have proven success impacting student behaviors. They will provide one full-time Mental Health Specialist, for a total of 11 hours daily beginning August 4, 2025. There is no cap on the number of students they can serve. They will respond to behavior situations that arise on campus. Services will not be limited to a specific number of students if the caseload is within the capacity of the Behaviorist. This request supports District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student's goals.

**FUNDING:** 360 Degree Customer Inc. will be paid \$90.00 per hour, for 11 hours per day, for 180 days at a cost of \$114,030.00. This will be funded through LCFF/LCAP.

**RECOMMENDATION:** Approve Agreement for Contract Services between 360 Degree for a Behaviorist and Merrill F. West High School during the 2025-2026 School Year.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: One full-time Behaviorist  
This therapist would be providing group therapy services that include running grief and loss groups, addiction groups, anxiety, and social anxiety group, and boys groups. Our therapists would also be working with students who are falling academically, providing trauma counseling to English language learners, and working with identified students who are in need of help with institution. Services will not be limited to a specific number of students as long as the caseload is within the capacity of the therapist.  
  
Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 hours @ 11 hours/day ( )  **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location West High, 1775 W. Lowell Ave.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$90.00 per  **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of \$114,030.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] **SHALL**  **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
  - c. District shall make payment on a [ ] **MONTHLY PROGRESS BASIS** [ ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 4, 2025, and shall terminate on May 29, 2026.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Bond Cashmere, at (209) 830-3370 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor  WILL  WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

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

AGREED:



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

010822463

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

CEO

Title \_\_\_\_\_

473 sapena ct 7

Address \_\_\_\_\_

Santa clara CA 95054

Tracy Unified School District

Date \_\_\_\_\_

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** May 21, 2025  
**SUBJECT:** **Approve Agreement for Contract Services Between 360 Customer Inc. and Central School for the 2025-2026 School Year**

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

**RATIONALE:** 360 Customer Inc. is a company who is a leader in their field. They have bilingual and diverse specialists who represent our student population, and they have proven success impacting student behaviors. They will provide one behaviorist, 7 hours daily, for the 2025-2026 school year. They will provide behavior support, mentorship, restorative practices, and counseling for all students to assist in student success while overcoming academic challenges. This aligns with Strategic Goals #1 & #2 of our SPSA to prepare all students for college and career readiness and to provide a safe and equitable learning environment for all students and staff.

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

**RECOMMENDATION:** Approve Agreement for Contract Services Between 360 Customer Inc. and Central School for the 2025-2026 School Year.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 360 Customer Inc., hereinafter referred to as "Contractor,"

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

1. Contractor shall perform the following duties: Provide one full-time behavior specialist from July 22, 2025 and August 1, 2025 - May 29, 2026  
This staff will push into classrooms for behavior services to students throughout the day, hold group discussions, provide services during lunch/recess and  
provide other behavioral services as needed.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 182 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Central School.

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

- a. District shall pay \$90 per [ ] HOUR [X] DAY [ ] FLAT RATE, not to exceed a total of \$120,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$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 July 22, 2025, and shall terminate on May 29, 2026.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Assoc. Supt. of Educational Services  
**DATE:** May 12, 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 27, 2025**  
**SUMMARY OF SERVICES**

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Vendor: IXL  
Sites: Williams Middle School  
Services: Site license for ELA and Math for 750 Students.  
Cost: \$14,382.50  
Funding Source: WMS 0709 Funds

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** May 14, 2025  
**SUBJECT:** Approve Out of State Summer Broadway Teachers Workshop for West High School Drama Teacher from July 14-17, 2025, in NYC, NY

**BACKGROUND:** The West High Drama program currently consists of one Drama teacher. Each year, the West High School Drama Program holds two to three performances per year. This workshop is an opportunity to provide hands-on training in the Theatre and Arts.

**RATIONALE:** The West High Drama program promotes knowledge of all thing's performance, including acting, direction, and technical behind the scenes areas (lighting, sound, set design, etc.). The drama department's mission is to close the opportunity gap by preparing all students for college and career readiness and success in a global society. This mission also aligns with the school's goal to increase the number of students taking A-G courses and Goal #2 Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** Conference, lodging, meals, and transportation costs will not exceed \$3,500.00. Prop 28 funds will be funding source for this conference for the purpose of training.

**RECOMMENDATION:** Approve Out of State Summer Broadway Teachers Workshop for West High School Drama Teacher from July 14-17, 2025, in NYC, NY.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** May 12, 2025  
**SUBJECT:** **Approve Overnight Travel for the West High Cheer and Dance Team Camp in Manteca at the Great Wolf Lodge, July 7 – July 10, 2025**

**BACKGROUND:** West High School Cheer and Dance teams will combine this year to host a local camp. This will include a total of 60 students and 5 coaches heading to the Great Wolf Lodge located at 2500 Daniels Street, Manteca, Ca. 95337. This camp will contribute to the cohesiveness needed to cultivate a united, supportive team.

**RATIONALE:** The purpose of this camp is to focus on developing skills, learning choreography, learning proper techniques for safe stunting and bond as a team. This is a voluntary camp; no student is required to attend to be on the dance or cheer team. Students will travel to Manteca in TUSD vans, driven by district approved chaperones / coaches. This aligns with Strategic Goal #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** Lodging, meals and transportation costs will total approximately \$575 per student. As this is a voluntary event, students are responsible for paying their camp fees. There will be a fundraiser event in June to offset the cost for all participants.

**RECOMMENDATION:** Approve Overnight Travel for the West High Cheer and Dance Team Camp in Manteca at the Great Wolf Lodge, July 7 – July 10, 2025.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Assoc. Supt. of Ed Services  
**DATE:** May 27, 2025  
**SUBJECT:** **Approve Overnight Travel for the 2025-2026 School Year for the West High Agriculture Staff Chaperones and Students**

**BACKGROUND:** CTSO Students are required to have completed Leadership development Experiences (LDE), Career Development Events (CDE) and Industry training opportunities as part of the Three Circle Model outlined by Agriculture Education Incentive Grant (AIG) and the Career Technical Education Incentive Grant (CTEIG) High-Quality Career Technical Education (CTE) Program of Activities (POA). Students and Personnel of the West High Agriculture Department and Future Farmers of America (FFA) travel yearly to numerous functions to receive training and Inservice in the areas of Leadership and Educations. Attached, on a Separate page, please find the dates and functions recommended for approval.

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

**FUNDING:** Funding for the activities is District Funds, Carl Perkins, Agriculture Incentive Grant, FFA Student Body Account, and Career Technical Education Incentive Grant (CTEIG).

**RECOMMENDATION:** Approve Overnight Travel for the 2025-26 School Year for the West High Agriculture Staff Chaperones and Students.

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

## Merrill F. West Agriculture Department

Merrill F. West High School

1775 Lowell Avenue Tracy, CA 95376

(209) 830-3370 Ext. 3191, 3852

[mhepner@tUSD.net](mailto:mhepner@tUSD.net)

April 9, 2025

Dear Mr. Henderson,

This is a list of dates requiring an overnight approval request for student travel to be submitted to the TUSD Calendar for the West Agriculture Program to attend California Agriculture Teachers Association (CATA) Delta Valley Sectional, Central Region, State or National FFA association and CTE events for the upcoming school year. Please help me to attain approval for these dates. If you have any concerns or questions regarding this list, please let me know.

### 2025-2026 Overnight Approval Dates

| <b>Date</b>          | <b>Event</b>                                                                                                                                                                               | <b>Number of Staff</b>  |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| October 22-25, 2025  | National FFA Convention - Out of State<br>– Indianapolis, ID                                                                                                                               | 1 Staff and 3 Graduates |
| December 8-12, 2025  | 2025 NAAE Convention - Out of State<br>– Nashville, Tennessee<br><a href="https://www.naae.org/members-stay-up-to-date-calendar">https://www.naae.org/members-stay-up-to-date-calendar</a> | 2 Staff                 |
| January 16, 2026     | Made for Excellence/Advanced Leadership Academy<br>FFA Conferences<br>– Sacramento, CA                                                                                                     | 3 staff and 15 students |
| January 21-23        | Butte College Welding/Metal Fabrication Training<br>- Butte College and Chico, CA                                                                                                          | 1 staff and 4 students  |
| February 24-27, 2026 | - Sacramento Leadership Conference<br>- Sacramento, CA                                                                                                                                     | 1 staff – 3 Students    |
| March 20-25, 2026    | State FFA Conference<br>– Ontario, CA                                                                                                                                                      | 3 staff and 15 students |
| May 1, 2026          | Cal Poly State Finals<br>– San Luis Obispo, CA                                                                                                                                             | 5 staff and 25 students |
| June 2-4, 2026       | Chapter Officer Retreat<br>– Ione, CA                                                                                                                                                      | 6 Staff and 10 students |
| June 21-25, 2026     | CATA Skills & Registration<br>-Cal Poly San Luis Obispo, CA                                                                                                                                | 6 Staff and no students |
| July 15-16, 2026     | Change Makers Conference – California FFA Leadership<br>training for Seniors.<br>– Fresno, CA                                                                                              | 1 Staff and 7 Students  |

Thank you for your assistance in this matter for the improvement of this department and FFA chapter.

Sincerely,

Marlene Hepner, Instructor



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** May 14, 2025  
**SUBJECT:** **Approve Overnight Travel for West High School Music Program Orchestra and Band to Participate in a Music Festival and Disneyland Studio Workshop in Anaheim, CA. March 12-15, 2026**

**BACKGROUND:** The West High School Music Program would like to participate in the Disneyland and Workshop in Anaheim, CA. March 12– 14, 2026. Sixty performers, one teacher will attend this event and stay at an Anaheim area hotel. Director Jonathan Raman will chaperone throughout the duration of the trip. We will travel to a university for a clinic, perform at a competition, and travel to Anaheim on March 12-15 on character buses. Students will also participate in a workshop designed by Disney’s Imagination Campus.

**RATIONALE:** The trip will provide fundamental skills like intonation, balance, and tone quality, while learning how phrasing, dynamics, and articulations can add emotion to any piece of music. Disney music professionals will share the high expectations of being a professional musician and how to succeed in the field. This is a wonderful opportunity and ties in with Strategic Goal # 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

**FUNDING:** The West High Music Boosters will pay the transportation cost for District Charter Buses. Fundraisers, provided by West High Music Boosters, will help aid with individual student payment of \$700-\$800. The individual Music Students volunteering for this trip will submit to West High Music Boosters monthly installment payments of \$25-\$100 to balance fees not achieved by planned fundraisers. Payments include 2 nights’ Hotel accommodations and included three meals. Volunteer individual Music students will pay for additional food and miscellaneous expenses at their destination.

**RECOMMENDATION:** Approve Agreement for Overnight Travel for West High School Music Program Orchestra and Band to Participate in a Music Festival and Disneyland Studio Workshop in Anaheim, CA. March 12-15, 2026.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** May 20, 2025  
**SUBJECT:** **Approve Agreement for Special Contract Services Provided by Boys and Girls Club of Tracy**

**BACKGROUND:** The expanded Learning Opportunities Program (ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities – California Ed. Code (EX) Section 46120. Tracy Unified School District (TUSD) is partnering with the Boys and Girls Club of Tracy and Concerned Parents Alliance (College Bound) to facilitate three virtual educational sessions for students and parents focused on college and scholarship application preparedness. The College Bound Academy, which serves 7<sup>th</sup>-12<sup>th</sup> grade scholars, has a proven track record of supporting students' college readiness, with 100% of their scholars graduating high school since 2003 and having the option to attend college.

**RATIONALE:** The proposed educational sessions are essential to the College Bound Academy's mission of college and career readiness. TUSD's educational sessions on college and scholarship applications will help students and families understand the process and requirements for applying to college and securing financial aid. This support will give students the confidence and tools they need to prepare strong applications and increase their chances of success. These sessions align with the program's goal to promote academic achievement and college readiness, especially for students who may face additional challenges.

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

**FUNDING:** The cost, not to exceed \$7,000.00, will be paid by ELO-P funding.

**RECOMMENDATION:** Approve Agreement for Special Contract Services Provided by Boys and Girls Club of Tracy.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

- 1. Contractor shall perform the following duties: Organize and facilitate three virtual educational sessions for students and parents, focused on college and scholarship application preparedness, through the College Bound Program on the following dates: July 22, 2025 to July 24, 2025; July 29, 2025 to July 31, 2025; and August 5, 2025 to August 7, 2025. The total payment for these services shall not exceed \$7,000.

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 9 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location.

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

- a. District shall pay \$7,000 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$7,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

- 4. The terms of the agreement shall commence on July 21, 2025, and shall terminate on August 8, 2025.

- 5. This agreement may be terminated at any time during the term by either party upon 60 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, Michael Bunch, at ( ) mbunch@tUSD.net with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [  ] WILL [  ] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

Kelly Wilson  CEO

Contractor Signature Title

68-0028-682

IRS Identification Number

Chief Executive Officer, Boys and Girls Club

Title

753 W Lowell Avenue

Address

Tracy, CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Sito Approval

Budget Approval

Date Approved by the Board



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** May 7, 2025  
**SUBJECT:** Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees

**BACKGROUND:**

NAME/TITLE

**CERTIFICATED RESIGNATION**

|             |                           |               |
|-------------|---------------------------|---------------|
| <u>SITE</u> | <u>EFFECTIVE<br/>DATE</u> | <u>REASON</u> |
|-------------|---------------------------|---------------|

Olsen, Stephanie  
Teacher

|     |            |          |
|-----|------------|----------|
| BES | 06/05/2025 | Personal |
|-----|------------|----------|

Orsi, Christina  
TOSA, Curriculum Specialist

|         |            |          |
|---------|------------|----------|
| DSC/PLC | 06/30/2025 | Personal |
|---------|------------|----------|

Ulloa, Jamie  
Teacher

|       |            |          |
|-------|------------|----------|
| TISCS | 05/30/2025 | Personal |
|-------|------------|----------|

**BACKGROUND:**

NAME/TITLE

**CERTIFICATED RETIREMENTS**

|             |                           |               |
|-------------|---------------------------|---------------|
| <u>SITE</u> | <u>EFFECTIVE<br/>DATE</u> | <u>REASON</u> |
|-------------|---------------------------|---------------|

Rafel-Little, Renee  
Teacher

|     |            |                                |
|-----|------------|--------------------------------|
| FES | 05/29/2025 | Retirement<br>(Revised Reason) |
|-----|------------|--------------------------------|

**BACKGROUND:**

NAME/TITLE

**CLASSIFIED RETIREMENT**

|             |                           |               |
|-------------|---------------------------|---------------|
| <u>SITE</u> | <u>EFFECTIVE<br/>DATE</u> | <u>REASON</u> |
|-------------|---------------------------|---------------|

Phenix, Kay  
Elementary School Secretary

|     |           |            |
|-----|-----------|------------|
| HES | 8/16/2025 | Retirement |
|-----|-----------|------------|

|                                             |     |          |            |
|---------------------------------------------|-----|----------|------------|
| Ramirez, Rachel<br>Administrative Secretary | WHS | 6/5/2025 | Retirement |
|---------------------------------------------|-----|----------|------------|

**BACKGROUND:**

**CLASSIFIED RESIGNATION**

| <u>NAME/TITLE</u>                                  | <u>SITE</u> | <u>EFFECTIVE<br/>DATE</u> | <u>REASON</u> |
|----------------------------------------------------|-------------|---------------------------|---------------|
| Gangwal, Priyanka<br>School Supervision Assistant  | MES         | 4/23/2025                 | Personal      |
| Harvey, Neville<br>Special Education Para Educator | CES         | 5/30/2025                 | Personal      |
| Juarez, Joe<br>Utility Person III                  | THS         | 5/13/2025                 | Personal      |
| Pela, Ongell<br>Food Service Worker                | THS         | 4/25/2025                 | Personal      |
| Reynoso, Adriana<br>Para Educator I                | CES         | 5/30/2025                 | Personal      |

**BACKGROUND:**

**COACH RESIGNATION**

| <u>NAME/TITLE</u>                       | <u>SITE</u> | <u>EFFECTIVE<br/>DATE</u> | <u>REASON</u> |
|-----------------------------------------|-------------|---------------------------|---------------|
| Maas, Karl<br>Boys' Wrestling Assistant | KHS         | 4/29/25                   | Personal      |

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** May 16, 2025  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

Aguilar, Jovani

Anikweze, Ozioma

Brown, Moni

Burns, Taylor

Chaturvedi, Sangeeta

**CERTIFICATED**

Stein High School  
Mathematics/Art (Replacement)  
Class IV, Step "B" 6 - \$80,790.00  
Fund: Targeted SES

Tracy High School  
English (Replacement)  
Class I, Step "A" 5 - \$65,038.00  
Fund: General

Tracy High School  
American Sign Language (New position)  
Class III, Step "A" 1 - \$65,038.00  
Fund: General

Williams Middle School  
Mathematics (Replacement)  
Class II, Step "A" 5 - \$65,202.00  
Fund: General

Williams Middle School  
Mathematics (Replacement)  
Class III, Step "B" 3 - \$70,459.00  
Fund: General

|              |                                                                                                                         |
|--------------|-------------------------------------------------------------------------------------------------------------------------|
| Herron, Nico | Stein High School<br>Barbering/Cosmetology (New)<br>Class I, Step "A" 1 - \$65,038.00<br>Fund: Targeted SES             |
| Lopez, Sara  | Art Freiler Elementary School<br>Transitional Kindergarten (New)<br>Class II, Step "A" 1 - \$65,038.00<br>Fund: General |
| Toliao, May  | Bohn Elementary School<br>1 <sup>st</sup> Grade (Replacement)<br>Class VI, Step "B" 19 - \$117,701.00<br>Fund: General  |

**BACKGROUND:**

Calderon, James

**CLASSIFIED**

Bus Aide (New)  
DEC / Transportation  
Range 24, Step C, \$21.15 per hour  
Fund: Special Education

Diaz Gonzalez, Nayely

Bilingual Para Educator I (Replacement)  
Poet – Poet Christian School  
Range 24, Step C - \$21.15 per hour  
Fund: Targeted EL

Escobar, Annette

Para Educator I (Replacement)  
North School  
Range 27, Step E - \$24.90 per hour  
Fund: Special Education

Modderman, Lisa

Special Education Para Educator (Replacement)  
Hirsch School  
Range 27, Step E - \$24.90 per hour  
Fund: Special Education

Pitera, Cynthia

Special Education Para Educator (Replacement)  
Central School  
Range 27, Step E - \$24.90 per hour  
Fund: Special Education

Tran, Hien

Para Educator I (New)  
North School  
Range 24, Step B - \$20.17 per hour  
Fund: General Fund

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

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



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Robert Pecot, Superintendent  
**DATE:** May 14, 2025  
**SUBJECT:** **Adopt Resolution No. 24-18 to Excuse Meeting Absence of Board Member**

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

**RATIONALE:** Board of Education member Diane Traina was absent for the regular meeting of May 13, 2025. The Board Trustees find that Diane Traina's absence from the meeting of May 13, 2025 was due to a hardship deemed acceptable by the Board of Education;

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

**RECOMMENDATION:** Adopt Resolution No. 24-18 to Excuse Meeting Absence of Board Member.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 24-18  
RESOLUTION TO EXCUSE MEETING ABSENCE OF BOARD MEMBER**

**WHEREAS**, Board Bylaw 9250 and Education Code §35120 provide that a Board member “may be paid for any meeting when absent if the board, by resolution duly adopted and included in its minutes, finds that at the time of the meeting the member is performing services outside the meeting for the school district, the member was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board;”

**WHEREAS**, Board of Education member Diane Traina was absent for the regular meeting held May 13, 2025 due to a hardship;

**NOW, THEREFORE, BE IT RESOLVED** that the Board Trustees find that Diane Traina’s absence from the regular meeting of May 13, 2025 was due to a hardship deemed acceptable by the Board of Education;

**BE IT FURTHER RESOLVED** that the Board of Education therefore determines that Ms. Traina shall be paid for her absence from the regular meeting of May 13, 2025, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of May 27, 2025.

Resolved this 27<sup>th</sup> day of May, 2025 at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES:                      NOES:                      ABSENT:                      ABSTENTION:

\_\_\_\_\_  
President, Board of Education  
Tracy Unified School District

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

\_\_\_\_\_  
Clerk  
Board of Education  
Tracy Unified School District



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Robert Pecot, Superintendent  
**DATE:** May 14, 2025  
**SUBJECT:** Adopt Resolution No. 24-19 to Excuse Meeting Absence of Board Member

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

**RATIONALE:** Board of Education member Lynn Dell Hawkins was absent for the regular meeting of May 13, 2025. The Board Trustees find that Lynn Dell Hawkins's absence from the meeting of May 13, 2025 was due to a hardship deemed acceptable by the Board of Education;

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

**RECOMMENDATION:** Adopt Resolution No. 24-19 to Excuse Meeting Absence of Board Member.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 24-19  
RESOLUTION TO EXCUSE MEETING ABSENCE OF BOARD MEMBER**

**WHEREAS**, Board Bylaw 9250 and Education Code §35120 provide that a Board member “may be paid for any meeting when absent if the board, by resolution duly adopted and included in its minutes, finds that at the time of the meeting the member is performing services outside the meeting for the school district, the member was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board;”

**WHEREAS**, Board of Education member Lynn Dell Hawkins was absent for the regular meeting held May 13, 2025 due to a hardship;

**NOW, THEREFORE, BE IT RESOLVED** that the Board Trustees find that Lynn Dell Hawkin’s absence from the regular meeting of May 13, 2025 was due to a hardship deemed acceptable by the Board of Education;

**BE IT FURTHER RESOLVED** that the Board of Education therefore determines that Mr. Hawkins shall be paid for his absence from the regular meeting of May 13, 2025, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of May 27, 2025.

Resolved this 27<sup>th</sup> day of May, 2025 at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES:                      NOES:                      ABSENT:                      ABSTENTION:

\_\_\_\_\_  
President, Board of Education  
Tracy Unified School District

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

\_\_\_\_\_  
Clerk  
Board of Education  
Tracy Unified School District



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** May 15, 2025  
**SUBJECT:** Approve Agreements for the Tracy High School ReRoofing Project Bid No. 2024/25-06

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

| Tracy High School    | Contractor     | Contractor Bid            | Total Project Price   |
|----------------------|----------------|---------------------------|-----------------------|
| <b>Bid Section 1</b> | Diablo Roofing | \$2,433,169.00            | \$2,433,169.00        |
|                      |                |                           |                       |
|                      |                | <b>Total Project Cost</b> | <b>\$2,433,169.00</b> |

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

**FUNDING:** \$2,433,169.00 (Fund 35).

**RECOMMENDATION:** Approve Agreements for the Tracy High School ReRoofing Project Bid No. 2024/25-06.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** May 7, 2025  
**SUBJECT:** **Approve Adoption of Reading Difficulty Risk Screener and Special Contract Services for Professional Development**

**BACKGROUND:** Starting in the 2025-26 school year, California will mandate annual reading difficulty risk screenings for all kindergarten through second grade students. This legislation aims to identify and support students early, ensuring they receive the necessary interventions to succeed in reading. The initiative, driven by the 2023 Budget Act and supported by Governor Gavin Newsom, involves using approved screening tools to detect reading difficulties, including dyslexia, among approximately 1.2 million students. Early identification is expected to mitigate more substantial issues later, promoting better educational outcomes and fostering a love of learning.

Tracy Unified School District created a Reading Difficulty Risk Screener committee to assess district needs for risk screening, review materials, and pilot two programs. The recommendation of this committee is to formally adopt Amplify mClass Dibels as our official reading difficulty risk screener for students in Kindergarten through 2<sup>nd</sup> grade.

**RATIONALE:** The committee references the ease of administration, quick collection of actionable data, and ability to better understand student strengths and needs through the use of mClass Dibels compared to other risk screener options. Furthermore, this risk screener can be used as a measure to gauge student need and progress as a part of a complete Multi-Tiered System of Support as outlined in Tracy Unified's 5 Key Initiatives.

The adoption of mClass Dibels for reading difficulty risk screening in California is driven by their proven effectiveness in early identification of reading challenges, including dyslexia. These tools offer comprehensive, research-based assessments that are quick to administer and provide actionable data to guide instruction. The inclusion of mClass Lectura ensures that Spanish-speaking students are also accurately assessed and ensures compliance with legislation that states students without sufficient English skills will be screened in their home language if a screening tool exists for said language.

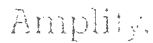
Professional development is essential to equip educators with the skills to administer these assessments effectively and interpret the results accurately, ensuring that interventions are timely and targeted. This training helps teachers to better support diverse learners and fosters a more inclusive learning environment and will take place at the Tracy Unified Pre-Service Day.

This training and reading difficulty risk screener platform align with Tracy Unified LCAP goal #1: prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** Professional Development for the 2025-26 and 2026-27 school years have a cost of \$53,500 and will be paid by 7810 – Other State Program funds. 3-year licenses for student and teacher access to mClass Dibels and mClass Lectura reading difficulty risk screening and other materials and associated costs have a cost of \$40,780.16 and will be paid by Learning Recovery Emergency Block Grant funds.

**RECOMMENDATION:** Approve Adoption of Reading Difficulty Risk Screener and Special Contract Services for Professional Development.

**Prepared by:** Stephen Theall, Director of Professional Learning and Curriculum, Tracy Unified School District.



# Price Quote

## Amplify

55 Washington Street, Suite 800  
 Brooklyn, NY 11201  
 Phone: (800) 823-1969  
 Fax: (646) 403-4700

Quote #: Q-523578-1  
 Date: 5/7/2025  
 Expires On: 3/6/2025  
 Delivery Service Level: Standard

Customer Contact Information  
 Stephen Theall  
 Tracy Unified School District  
 (209) 831-5074  
 stheall@tusd.net

Amplify Contact Information  
 Wendy Garcia  
 Senior Account Executive  
 (510) 368-7666  
 wgarcia@amplify.com

3 Year

### D8 K-2

| PRODUCT                                                                                       | QUANTITY | PRICE   | TOTAL DISCOUNT | TOTAL PRICE |
|-----------------------------------------------------------------------------------------------|----------|---------|----------------|-------------|
| mCLASS California Grades K-2 Multiyear DIBELS 8th Ed Annual Student License - 3yr (2025-2028) | 2,250.00 | \$21.00 | \$15,750.00    | \$31,500.00 |
| <b>TOTAL</b>                                                                                  |          |         | \$15,750.00    | \$31,500.00 |

### mCLASS Lectura K-2

| PRODUCT                                                                                      | QUANTITY | PRICE   | TOTAL DISCOUNT | TOTAL PRICE |
|----------------------------------------------------------------------------------------------|----------|---------|----------------|-------------|
| mCLASS Lectura Annual Student License add-on for existing mCLASS customers - 3yr (2025-2028) | 170.00   | \$15.00 | \$850.00       | \$1,700.00  |
| <b>TOTAL</b>                                                                                 |          |         | \$850.00       | \$1,700.00  |

### Kits

| PRODUCT                                      | QUANTITY | PRICE   | TOTAL DISCOUNT | TOTAL PRICE |
|----------------------------------------------|----------|---------|----------------|-------------|
| mCLASS DIBELS 8th Edition Kit - Kindergarten | 35.00    | \$47.00 | \$0.00         | \$1,645.00  |
| mCLASS DIBELS 8th Edition Kit - Grade 1      | 35.00    | \$47.00 | \$0.00         | \$1,645.00  |
| mCLASS DIBELS 8th Edition Kit - Grade 2      | 35.00    | \$47.00 | \$0.00         | \$1,645.00  |
| mCLASS GK Lectura Kit                        | 13.00    | \$47.00 | \$0.00         | \$611.00    |
| mCLASS G1 Lectura Kit                        | 13.00    | \$47.00 | \$0.00         | \$611.00    |
| mCLASS G2 Lectura Kit                        | 13.00    | \$47.00 | \$0.00         | \$611.00    |
| <b>TOTAL</b>                                 |          |         | \$0.00         | \$6,766.00  |

**Professional Development**

| PROFESSIONAL DEVELOPMENT                     | QUANTITY | PRICE              | TOTAL DISCOUNT | TOTAL PRICE        |
|----------------------------------------------|----------|--------------------|----------------|--------------------|
| CA mCLASS Lectura Year 1 3+3 Onsite 15       | 1.00     | \$10,700.00        | \$0.00         | \$10,700.00        |
| CA mCLASS DIBELS 8th Ed Year 1 3+3 Onsite 15 | 4.00     | \$10,700.00        | \$0.00         | \$42,800.00        |
| <b>TOTAL</b>                                 |          | <b>\$21,400.00</b> | <b>\$0.00</b>  | <b>\$53,500.00</b> |

**Shipping**

| SHIPPING AND HANDLING         | DELIVERY SERVICE LEVEL | SHIPPING COST | TOTAL DISCOUNT | TOTAL PRICE |
|-------------------------------|------------------------|---------------|----------------|-------------|
| Amplify Shipping and Handling | Standard               | \$812.16      | \$0.00         | \$812.16    |

|                                  |                    |
|----------------------------------|--------------------|
| <b>SUBTOTAL</b>                  | <b>\$94,280.16</b> |
| <b>ESTIMATED SALES TAX (10%)</b> | <b>\$676.80</b>    |
| <b>TOTAL DISCOUNT</b>            | <b>\$16,600.00</b> |
| <b>GRAND TOTAL</b>               | <b>\$94,956.96</b> |

**Scope and Duration**

**Payment Terms:**

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/tw-9.pdf>

**License and Services Term:**

- Licenses: 07/01/2025 until 06/30/2028.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

**Special Terms:**

- **FOR SHIPPED MATERIALS:**
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

## Quote Special Terms

### California Sales Tax

Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

### Special State Pricing

Please note that the pricing above reflects specific state pricing. For additional information on the state pricing, please contact your Account Executive.

## How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit [amplify.com/ordering-support](http://amplify.com/ordering-support) to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

**Please include these three documents with your order:**

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

### If submitting a purchase order:

To expedite your order, please visit [amplify.com/ordering-support](http://amplify.com/ordering-support) where you can submit your signed purchase order. You can also email a purchase order to [IncomingPO@amplify.com](mailto:IncomingPO@amplify.com) or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

### If submitting your order via credit card:

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link

### If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via our website: [amplify.com/ordering-support](http://amplify.com/ordering-support).

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](http://amplify.com/customer-terms). Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

## Terms & Conditions

1. **Scope.** These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement").

This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's [Acceptable Use Policy](#) available at [amplify.com/acceptable-use](#) ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.

2. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](#)).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account

information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information, or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](#) at [amplify.com/customer-privacy](#) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](#).

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL

AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3-14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** May 14, 2025  
**SUBJECT:** **Approve Kimball High School Revised School Site Plan and Budget for 2024-2025 School Year**

**BACKGROUND:** The 2024-2025 Kimball High School Site Plans and Budget were approved by the school board in Spring of 2024 as required by the Every Student Succeeds Act (ESSA). Upon examination of anticipated expenses there are proposed adjustments to the site budget.

**RATIONALE:** Changes of this nature require both individual School Site Council and Local Education Agency (LEA) Governing Board approval. These changes have been reviewed by District staff and were approved by the Kimball High School (KHS) Site Council during the month of May to meet site goals. The proposed reallocation of Title One Funds are as follows: Reduce 2b1 (\$6,000) for Programs and Activities to support at-risk students as KHS had other counseling services funded by the district to cover this need. Reduce 2a5 (\$18,500) for Programs & Activities to support at-risk students and build culture as the assemblies KHS had were provided by the district. Reduce 3a2 (\$2,500) and 3a4 (\$3,000) for professional development for classified and admin staff as the professional development needed for both groups was unable to be funded with Title One funds after further review and site funds were utilized. Increase 3a11 (\$30,000) for collaboration and planning for certificated staff. These changes support Goal #3 to improve quality of instruction through professional development and PLC collaboration.

**FUNDING:** There is no additional cost for these revisions.

**RECOMMENDATION:** Approve Kimball High School Revised School Site Plan and Budget for the 2024-2025 school year.

**Prepared by:** Mr. William Maslyar, Kimball High School Principal.



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc. Supt. of Human Resources  
**DATE:** May 5, 2025  
**RE:** Approve the Declaration of Need for the 2025-2026 School Year

**BACKGROUND:** For Tracy Unified to apply for emergency permits with the California Commission on Teacher Credentialing, the governing Board of a School District is required to certify that there may be an insufficient number of certificated persons who meet the district's employment criteria as listed on the attached forms.

**RATIONALE:** Each school year the district must submit an estimate of emergency permits we may need for the upcoming school year. This Declaration of Need needs to be approved by the School Board at a regular public meeting before being submitted to the Commission on Teacher Credentialing. This Declaration of Need can be modified during the school year if the needs of the district change.

**FUNDING:** No fiscal impact.

**RECOMMENDATION:** Approve the Declaration of Need for the 2025-2026 School Year.

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



State of California  
 Commission on Teacher Credentialing  
 Certification Division  
 1900 Capitol Avenue  
 Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2025-2026

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Tracy Unified School District District CDS Code: 75499

Name of County: San Joaquin County CDS Code: 39

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on \_\_\_/\_\_\_/\_\_\_ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2026.

Submitted by (Superintendent, Board Secretary, or Designee):

Tammy Jalique Associate Superintendent for HR

*Name*

*Signature*

*Title*

209-830-3264

209-832-3260

*Date*

*Fax Number*

*Telephone Number*

1875 W Lowell Ave., Tracy, CA 95376

*Mailing Address*

tjalique@tusd.net

*EMail Address*

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

Name of County N/A County CDS Code N/A

Name of State Agency N/A

Name of NPS/NPA N/A County of Location N/A

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on N/A/  /  , at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, N/A.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

|                        |                         |              |
|------------------------|-------------------------|--------------|
| <u>N/A</u>             | <u>N/A</u>              | <u>N/A</u>   |
| <i>Name</i>            | <i>Signature</i>        | <i>Title</i> |
| <u>N/A</u>             | <u>N/A</u>              | <u>N/A</u>   |
| <i>Fax Number</i>      | <i>Telephone Number</i> | <i>Date</i>  |
| <u>N/A</u>             | <u>  </u>               |              |
| <i>Mailing Address</i> |                         |              |
| <u>N/A</u>             | <u>  </u>               |              |
| <i>E-Mail Address</i>  |                         |              |

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subject(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

| Type of Emergency Permit                                                         | Estimated Number Needed |
|----------------------------------------------------------------------------------|-------------------------|
| CLAD/English Learner Authorization (applicant already holds teaching credential) | <u>24</u>               |
| Bilingual Authorization (applicant already holds teaching credential)            | <u>4</u>                |
| List target language(s) for bilingual authorization:<br><u>Spanish</u>           |                         |
| Resource Specialist                                                              | <u>17</u>               |
| Teacher Librarian Services                                                       | <u>2</u>                |
| Emergency Transitional Kindergarten (ETK)                                        | <u>20</u>               |

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

| TYPE OF LIMITED ASSIGNMENT PERMIT | ESTIMATED NUMBER NEEDED |
|-----------------------------------|-------------------------|
| Multiple Subject                  | 3                       |
| Single Subject                    | 45                      |
| Special Education                 | 8                       |
| TOTAL                             | 56                      |

**Authorizations for Single Subject Limited Assignment Permits**

| SUBJECT                           | ESTIMATED NUMBER NEEDED | SUBJECT                           | ESTIMATED NUMBER NEEDED |
|-----------------------------------|-------------------------|-----------------------------------|-------------------------|
| Agriculture                       | 2                       | Mathematics                       | 5                       |
| Art                               | 3                       | Music                             | 3                       |
| Business                          | 1                       | Physical Education                | 5                       |
| Dance                             | 2                       | Science: Biological Sciences      | 3                       |
| English                           | 2                       | Science: Chemistry                | 2                       |
| Foundational-Level Math           | 2                       | Science: Geoscience               | 0                       |
| Foundational-Level Science        | 2                       | Science: Physics                  | 2                       |
| Health                            | 0                       | Social Science                    | 3                       |
| Home Economics                    | 1                       | Theater                           | 1                       |
| Industrial & Technology Education | 2                       | World Languages (specify) Spanish | 4                       |

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?  Yes  No

If no, explain. TUSD partners with TCSJ for residency program focusing on recruiting teachers

Does your agency participate in a Commission-approved college or university internship program?  Yes  No

If yes, how many interns do you expect to have this year? \_\_\_\_\_

If yes, list each college or university with which you participate in an internship program.

Alliant Univ., Biola Univ., CSUFresno, CSU East Bay, San Jose State, CSU Stanislaus, Humphreys Univ., National Univ., Pacific Oaks College, Point Loma Nazarene Univ., Santa Clara Univ., Santa Clara COE, TCSJ, University of Massachusetts, University of Phoenix, Univ. of San Francisco, United States University

If no, explain why you do not participate in an internship program.

N/A -----

N/A-----



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc. Supt. of Human Resources  
**DATE:** May 14, 2025  
**RE:** Approve a Variable Term Waiver for Administrative Services

**BACKGROUND:** Variable term waivers provide additional time to complete the requirements for the credential that authorizes service or to provide employing agencies with time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options.

**RATIONALE:** In reviewing staffing for the 2025-2026 school year, it has been determined that Tracy Unified School District has a need for a Variable Term Waiver in Administrative Services.

**FUNDING:** No Fiscal Impact

**RECOMMENDATION:** Approve a Variable Term Waiver for Administrative Services.

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

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

**DECLARATION**

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

Thien Vu-Nguyen; STEM Learning Accelerator Coordinator; District Office

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Board President

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

**ATTEST:**

\_\_\_\_\_  
Board Vice President

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc. Supt. of Human Resources  
**DATE:** March 12, 2025  
**RE:** **Approve a Declaration for a Provisional Internship Permit**

**BACKGROUND:** In response to the phasing out of emergency permits, the California Commission on Teacher Credentialing instituted the use of the Provisional Internship Permit (PIP) effective July 1, 2005. It allows an employing agency to fill staffing needs by hiring individual(s) who have not yet met the subject matter competence requirement for an internship program. This permit can only be requested by the employment agency. The permits are issued for one year and service is restricted to that employment agency.

**RATIONALE:** The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This agenda item meets District Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** No Fiscal Impact.

**RECOMMENDATION:** Approve a Declaration for a Provisional Internship Permit.

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

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

**DECLARATION**

The Governing Board of Tracy Unified School District has decided to employ the following teachers under a Provisional Internship Permit. During the permit's validity period, they will receive orientation, guidance, and support. Additionally, they will get help with meeting subject matter, as needed. Upon meeting the credential program's prerequisite requirements, including meeting subject matter competency, teachers will be eligible to join an internship program.

Arisa Chunn; Art Freiler School; Multiple Subjects  
Katherine Dooley; Kimball High School; Biology  
Narges Mahiddin; Poet-Christian School; Multiple Subjects  
Amutha Narendiran; Jacobson Elementary; Multiple Subjects  
Karina Rodriguez; McKinley Elementary; Multiple Subjects

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

\_\_\_\_\_  
Board President

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

**ATTEST:**

\_\_\_\_\_  
Board Vice President

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc. Supt. of Human Resources  
**DATE:** March 13, 2025  
**RE:** **Approve a Variable Term Waiver - Certificate of Completion of Staff Development (SDAIE)**

**BACKGROUND:** For the 2025-2026 school year, the Tracy Unified School District will submit a request for a waiver regarding the Certificate of Completion of Staff Development (SDAIE-Specially Designed Academic Instruction Delivered in English). The Variable Term Waiver will grant educators temporary English Learner Authorization while they complete the necessary requirements as part of their enrollment in a CTC-approved CTE credential program. Furthermore, this waiver will provide employing agencies additional time to fill assignments with individuals who either possess the appropriate credential or qualify under one of the available assignment options.

**RATIONALE:** Mr. Nico Herron holds a Preliminary CTE credential. A Variable Term Waiver is needed to allow Mr. Herron time to complete the program requirements and obtain a clear credential which will include the Specially Designated Academic Instruction Delivered in English for English Learners (SDAIE) authorization.

**FUNDING:** No Fiscal Impact.

**RECOMMENDATION:** Approve a Variable Term Waiver - Certificate of Completion of Staff Development (SDAIE).

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

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

**DECLARATION**

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

Nico Herron, Barbering/Cosmetology, Stein Continuation High

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

\_\_\_\_\_  
Board President

Date \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Board Vice President

Date \_\_\_\_\_



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc. Supt. of Human Resources  
**DATE:** March 18, 2025  
**RE:** **Approve Variable Term Waivers for Teacher**

**BACKGROUND:** For the 2025-2026 school year Tracy Unified School District will request a waiver for Multiple Subject, Single Subject and Education Specialist Teachers. Some teachers will also require a Bilingual Authorization. The waiver request is needed to allow the teachers additional time to complete Pre-Service program requirements and/or complete the Subject Matter Competence requirements.

**RATIONALE:** The district needs Board authorization to request the waiver. Our teachers will remain credentialed under a waiver for the 2025-2026 school year allowing them additional time to complete Pre-Service program requirements including the Subject Matter Competency requirements, resulting in a valid California Teaching Credential eligibility upon completion of those requirements.

**FUNDING:** No Fiscal Impact.

**RECOMMENDATION:** Approve Variable Term Waivers for Teacher.

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

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

**DECLARATION**

The Governing Board of Tracy Unified School District has decided to request a Variable Term Waiver for the individual listed below. This waiver allows them to work while completing the requirements for enrollment in a teaching credential program and obtaining the necessary credential for their position. During the waiver period, they will receive orientation, guidance, and assistance.

Martha Soria-Pimentel; South/West Park Elementary; Bilingual

**AYES:  
NOES:  
ABSTAIN:  
ABSENT:**

\_\_\_\_\_  
Board President

Date \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Board Vice President

Date \_\_\_\_\_