NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
June 10, 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: **4:30 PM** **Closed Session**
5:00 PM **Open Session**

A G E N D A

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#59, 24/25#61

3.2.2 Reinstatements: AR#24-25/#41, AR#24-25/#42, AR#24-25/#43, AR#24-25/#44

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

3.2.3 Board Waiver: NES#10343785

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

3.3 Human Resources:

3.3.1 Consider Leave of Absence Requests for Certificated Employees: #UC-1417, Pursuant to Article XX

Action: Motion__; Second__. **Vote:** Yes___; No_ ; Absent_ ; Abstain ___

3.3.2 Consider Retroactive Unpaid Leave of Absence for Classified Employee #UCL - 530

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

3.3.3 Approve the Non-Reelection of Probationary Certificated Management Employee: #UC-1418 Pursuant to Education Code Section 44929.21(b)

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

3.3.4 Release Probationary Classified Employee #UCL-529 Food Service Worker
Action: Motion__; Second__. **Vote:** Yes__ _; No : Absent ; Abstain
3.3.5 Consider Public Employee/Employment/Discipline/Dismissal/Release
Government Code §54957
Action: Motion__; Second__. **Vote:** Yes ; No__ ; Absent_ : Abstain
3.3.6 Conference with Labor Negotiators
Government Code §54957.6
Agency Negotiator: Tammy Jalique, Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:
6a Action Taken on Finding of Facts: 24/25#59, 24/25#61
3.2.1
Action: Motion ____ Second ___. **Vote:** Yes___; No___; Absent___; Abstain ___
6b Report Out of Action Taken on Reinstatements: AR#24-25/#41, AR#24-25/#42,
3.2.2 AR#24-25/#43, AR#24-25/#44
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6c Report Out of Action Taken on Board Waiver: NES#10343785
3.2.3
Action: **Vote:** Yes___; No___; Absent ___; Abstain
6d Report Out of Action Taken on Consider Leave of Absence Requests for
3.3.1 Certificated Employees: #UC-1417, Pursuant to Article XX
Action: **Vote:** Yes___; No___; Absent___; Abstain
6e Report Out of Action Taken on Consider Retroactive Unpaid Leave of Absence
3.3.2 for Classified Employee #UCL - 530
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6f Report Out of Action Taken on Approve the Non-Reelection of Probationary
3.3.3 Certificated Management Employee: #UC-1418 Pursuant to Education Code Section 44929.21(b)
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6g Report Out of Action Taken on Release Probationary Classified Employee
3.3.4 #UCL-529 Food Service Worker
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

7. Approve Regular Minutes of May 27, 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 None.

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:

10.1.1 Receive Information Regarding the Proposed Local Control Accountability Plan (LCAP) for TUSD (Separate Cover Item)

10.1.2 Receive Information Regarding the Proposed Local Control Accountability Plan (LCAP) for Tracy Study Charter School (TISCS) (Separate Cover Item)

10.1.3 Receive Report on the 2025-2026 Annual School District Budget (Separate Cover Item)

10.2 Educational Services:

10.2.1 Receive Update on Intervention Rooms

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:**

12.1 Administrative & Business Services:

12.1.1 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) **6-7**

12.1.2 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) for Tracy Charter School **8-9**

12.1.3 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2025-26 School District Budget **10**

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

Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain .

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

13.1 Administrative & Business Services:

13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **11-13**

13.1.2 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District **14-15**

13.1.3 Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete, and Surplus Furniture, Computers, and Equipment through Disposal Service **16-18**

13.2 Educational Services:

13.2.1	Approve Agreement for Contract Services Between Heggerty and George Kelly Elementary School for the 2025-2026 School Year	**19-26**
13.2.2	Approve Contract with GoReact to Provide Support and Implementation of Video-Based Coaching for Professional Learning Peer Coaching and Induction Programs	**27-30**
13.2.3	Approve Master Contract for Non-Public School Bayhill High School/Bay Area Educational Institute for the 2025-2026 School Year (Separate Cover)	**31**
13.2.4	Approve Purchase of SCUTA to Provide License for Middle School Counselors for the 2025-2026 School Year	**32-33**
13.2.5	Approve Agreement for Contract Services between 360 Degree Customer Inc. and Tracy Charter School for the 2025-26 School Year	**34-37**
13.2.6	Approve Agreement for Contract Services between Community Medical Centers and Tracy Independent Study Charter School for the 2025-2026 School Year	**38-42**
13.2.7	Approve and/or Ratify Routine Agreements which Meet the Criteria for Placement on the Consent Agenda	**43-44**
13.2.8	Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Kimball High School during the 2025-2026 School Year	**45-48**
13.2.9	Approve Overnight Travel for the Kimball High School Dance Team and Coach to Attend the Varsity UDA Dance Camp at the San Ramon Marriott in San Ramon, CA on July 28-31, 2025	**49**
13.2.10	Approve Agreement for Contract Services between Valley Community Counseling and Bohn Elementary, Central Elementary, Freiler School, Kelly School, Monte Vista Middle School, North School, Poet School, Villalovoz Elementary, Williams Middle School and West High for the 2025-2026 School Year	**50-53**
13.2.11	Approve Agreement for Contract Services between Community Medical Centers and Hirsch Elementary, Jacobson Elementary, Kimball High, McKinley Elementary, South/West Park Elementary, Duncan Russell & Stein Continuation High and Tracy High for the 2025-2026 School Year	**54-58**
13.2.12	Approve Master Contract for Non-Public School Stockton Educational Center for the 2025-2026 School Year (Separate Cover)	**59**
13.2.13	Approve All Out of District Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2025-2026 School Year	**60-66**
13.2.14	Approve all Out of State Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2025-2026 School Year	**67-68**
13.2.15	Approve Overnight/Out of District Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2025-2026 School Year	**69-70**
13.2.16	Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Villalovoz Elementary School for the 2025-26 School Year	**71-74**
13.2.17	Ratify Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Villalovoz Elementary School for the 2025 - 2026 School Year	**75-79**

13.2.18	Approve Program of Activities Travel for the 2025-2026 School Year for the West High Agriculture Staff Chaperons and Students	**80-99**
13.2.19	Ratify Agreement for Contract Services between 360 Degree Customer Inc. for a Behaviorist for Summer School June 9, 2025 July 3, 2025	**100-103**
13.2.20	Approve Agreement for Contract Services between Valley Community Counseling Villalovoz Elementary for the 2025-2026 School Year	**104-107**

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	**108-109**
13.3.2	Approve Classified, Certificated, and/or Management Employment	**110-111**

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. 24-20 Authorizing Temporary Loans between Funds for the 2025/26 School Year	**112-113**
Action:	Motion___; Second___. **Vote:** Yes__: No__; Absent ; Abstain__.	
14.1.2	Approve the Award of Request for Proposal (RFP) for Non-Commodity Food and Non-Food Items for the 2025-2026 School Year (Separate Cover)	**114-127**
Action:	Motion_ _; Second___. **Vote:** Yes _: No ; Absent ; Abstain__.	

14.2 Educational Services:

14.2.1	Approve School Site Single Plans for Student Achievement (SPSA) and Site Budgets for the 2025-2026 School Year (Separate Cover)	**128-129**
Action:	Motion___; Second___. **Vote:** Yes _: No _: Absent _: Abstain__.	
14.2.2	Adopt Revised BP 6146.4 Differential Graduation and Competency Standards for Students with Disabilities (First Reading)	**130-134**
Action:	Motion___; Second___. **Vote:** Yes _: No : Absent ; Abstain .	
14.2.3	Adopt Revised Board Policy 6158.1 Independent Study Charter School (First Reading)	**135-143**
Action:	Motion___; Second___. **Vote:** Yes__: No__; Absent : Abstain .	

14.3 Human Resources:

14.3.1	Approve Amendment to Superintendent Contract	**144-152**
Action:	Motion_ _; Second___. **Vote:** Yes _: No__; Absent ; Abstain _.	
14.3.2	Approve New Job Description for District Dual Enrollment Counselor	**153-156**
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 23, 2025 (5:00 P.M., Monday)
17.2 August 12, 2025
17.3 August 26, 2025

18. Upcoming Events:

18.1	August 4, 2025	First Day of School
18.2	September 1, 2025	No School, Labor Day
18.3	October 6 – 10, 2025	Fall Break

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

Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, May 27, 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, 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#52, 24/25#58
3.2.1	
Action:	Fagin, Cheeseman. **Vote:** Yes-7; No-0; Absent-0.
6b	Report Out of Action Taken on Reinstatements: AR#24-25/#40
3.2.2	
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6c	Report Out of Action Taken on Approve the Non-Reelection of
3.3.1	Probationary Certificated Employees: #UC-1412, #UC-1413, #UC-1414, #UC-1415, #UC-1416. Pursuant to Education Code Section 44929.21(b)
Action:	Approved as amended. **Vote:** Yes-7; No-0; Absent-0.

Minutes: **7. Approve Regular Minutes of May 13, 2025.**
Action: Fagin, Secker. **Vote:** Yes-5; No-0; Absent-0; Abstain-2 (Hawkins, Traina).

Audience: Jason Noll, Sally Soberanes, Stephen Theall, Major Archie Roundtree, Diana Silveira, Lisa Cosme, John Morris, Josh Jensen

Student Rep Reports: **8.1** None.

Recognition & Presentations: **9.1 Recognize Miena Thokkadam, McKinley Elementary School Teacher, for Saving a Students Life by Performing the Heimlich Maneuver** Tracy Unified is grateful for Ms. Thokkadam's fast thinking and heroic actions. She was presented with a certificate.

9.2 West High School
Principal Gary Henderson introduced WHS students to share information regarding AVID, the Space and Engineering Academy (SEA), FFA, JROTC, and the VAPA program. AVID provides academic support to prepare students for college. The SEA bootcamp is completely full for the summer. SEA students are required to complete 80 hours of community service. They go on various field trips, participate in STEM nights at neighboring schools, and have a robotics club which competes in events. The FFA officer team introduced themselves and shared photos of their competitions and team bonding events. WHS's JROTC was established in 2016 with

69 cadets, they have 195 cadets projected to participate next year. The program is very successful. They have received national recognition and have received the Distinguished Unit Award for four years in a row. The VAPA Program includes visual arts (art, animation, and digital photography) and performing arts (drama and music). They have had 35 students this year who have successfully taken and passed four or more art courses with Bs or higher.

Information & Discussion Items:

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

10.2 **Educational Services:**

10.2.1 **Receive Report on Instructional Materials Adoptions**

Sally Soberanes, Coordinator of Instructional Media Services and Curriculum, presented the process for instructional material adoptions. Since the previous materials adoption proposal, one additional course, American Sign Language, has been reviewed and analyzed for materials selection and recommendation by the Adoption Committee. 'Signing Naturally' was selected because it provided a balance of in-person practice and self-study. The materials are available for public review in the IMC through June 23rd. A request to approve materials will be presented at the board meeting on June 23, 2025. If approved, materials will be in use for the 25/26 school year.

10.3 **Human Resources:**

10.3.1 **Receive PAR Joint Committee Annual Report for 2024-2025**

Tammy Jalique, Associate Superintendent for Human Resources, and Stephen Theall, Director of Professional Learning, spoke to the PAR program. PAR is a Peer Assistance and Review program of support for teachers that may need additional support in the classroom. They may be either mandatory or voluntary teacher participants. While in the program, consulting teachers serve as mentors and coaches. The Consulting Teachers establish improvement goals, observe in the classroom and provide progress reports and recommendations for resources. There was one voluntary participant for the 24-25 school year who is eligible to receive support services through April of 2025. The program did not have any mandatory participants. Professional Learning serves the consulting teachers, including training on the PAR process and a focus on relationship building.

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

13.1 **Administrative & Business Services:**

13.1.1 Approve the 2025-2026 Designation of CIF Representatives to League

13.1.2 Approve TK Elevator Contract for 2025/2026

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

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

13.1.5 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2025/26 School Year

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

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

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

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

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

13.2.6 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

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

13.2.8 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

13.2.9 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

13.2.10 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

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

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

13.2.13 Approve Overnight Travel for the 2025-2026 School Year for the West High Agriculture Staff Chaperones and Students

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

13.2.15 Approve Agreement for Special Contract Services Provided by Boys and Girls Club of Tracy

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

Action Items:

14.1 **Administrative & Business Services:**

14.1.1 Adopt Resolution No. 24-18 to Excuse Meeting Absence of Board Member

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

14.1.2 Adopt Resolution No. 24-19 to Excuse Meeting Absence of Board Member

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

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

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

14.2 **Educational Services:**

14.2.1 Approve Adoption of Reading Difficulty Risk Screener and Special Contract Services for Professional Development

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

14.2.2 Approve Kimball High School Revised School Site Plan and Budget for 2024-2025 School Year (Separate Cover)

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

14.3 **Human Resources:**

14.3.1 Approve the Declaration of Need for the 2025-2026 School Year

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

14.3.2 Approve a Variable Term Waiver for Administrative Services

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

14.3.3 Approve a Declaration for a Provisional Internship Permit

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

14.3.4 Approve a Variable Term Waiver- Certificate of Completion of Staff Development (SDAIE)

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

14.3.5 Approve Variable Term Waivers for Teacher

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

Board Reports:

Trustee Traina had the honor and privilege to attend the Stein High School graduation; the speeches were inspiring. She is thankful to the board for having that opportunity. Trustee Secker enjoyed hearing what WHS had been doing. He was able to see the Memorial Day ceremony and what they are doing to help the veterans. He also toured the FFA program and saw the animals. He is very impressed with everything they are pursuing with welding and design. Trustee Cheeseman is always impressed by the students that provide board reports and presentations. She has had the pleasure of visiting a kindergarten promotion and the Adult School graduation.

Trustee Alexander also enjoys the brave student presentations. Hawkins enjoyed hearing of all that is happening at WHS. It is a busy time of year with promotions and graduations. Trustee Fagin said this time of year is a culmination of the success of all involved in getting to this juncture. He also attended the Adult School graduation. Trustee Silcox congratulated everyone on a great school year.

Superintendent Report:

Dr. Pecot gave a shoutout to Sally Soberanes, she is another individual behind the scenes that does a lot of hard work. And he thanked all the many people that work behind the scenes to make TUSD graduations a success.

Adjourn: 7:40 PM

_____ _____

Clerk Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 15, 2025
SUBJECT: **Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP)**

BACKGROUND: Since the 2013-14 Fiscal Year, the California State Legislature adopted new accountability measures for educational entities – County Offices, Districts, etc. This accountability tool is known collectively as the Local Control Accountability Plan (LCAP).

The Local Control Accountability Plan (LCAP) requires that:

- Districts set annual goals addressing eight priority areas:
  - Basic Services
  - Implementation of CA State Standards
  - Parent Involvement
  - Pupil Achievement
  - Pupil Engagement
  - School Climate
  - Course Access
  - Other Pupil Outcomes
- Districts must determine specific metrics and actions to be taken to achieve those goals.
- Districts must use a standard format to report the LCAP plan.
- Districts must solicit input from various stakeholder groups, including school employees, parent advisory committees, a separate EL parent advisory committee, and the community at large.
- Districts must hold at least one public hearing to discuss and adopt (or update) the LCAP. This hearing must solicit recommendations and comments from the public regarding expenditures proposed in the plan.
- The local school board must approve both the LCAP along with the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2025.
- The LCAP must include a budget overview for families.

RATIONALE: District staff members have solicited input from the required stakeholder groups by means of meetings and surveys. Recommendations brought forth were analyzed and incorporated into the LCAP for 2025-2026. The purpose of this public hearing is to solicit further recommendations and comments from the public regarding expenditures proposed in the LCAP plan. This Agenda Item supports 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; District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No funding is required for this agenda item.

RECOMMENDATION: Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP).

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 27, 2025
SUBJECT: **Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) for Tracy Independent School**

BACKGROUND: Since the 2013-14 Fiscal Year, the California State Legislature adopted new accountability measures for educational entities – County Offices, Districts, etc. This accountability tool is known collectively as the Local Control Accountability Plan (LCAP).

The Local Control Accountability Plan (LCAP) requires that:

- Districts and charter schools set annual goals addressing eight priority areas:
  - Basic Services
  - Implementation of CA State Standards
  - Parent Involvement
  - Pupil Achievement
  - Pupil Engagement
  - School Climate
  - Course Access
  - Other Pupil Outcomes
- Districts and charter schools must determine specific metrics and actions to be taken to achieve those goals.
- Districts and charter schools must use a standard format to report the LCAP plan.
- Districts and charter schools must solicit input from various stakeholder groups, including school employees, parent advisory committees, a separate EL parent advisory committee, and the community at large.
- Districts and charter schools must hold at least one public hearing to discuss and adopt (or update) the LCAP. This hearing must solicit recommendations and comments from the public regarding expenditures proposed in the plan.
- The local school board must approve both the LCAP along with the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2024.
- The LCAP must include a budget overview for families.

RATIONALE: Staff members have solicited input from the required stakeholder groups via meetings and surveys. Recommendations brought forth were analyzed and incorporated into the LCAP for 2024-2025. The purpose of this public hearing is to solicit further recommendations and comments from the public regarding expenditures proposed in the LCAP plan.

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

FUNDING: No funding is required for this agenda item.

RECOMMENDATION: Conduct a Public Hearing to Solicit Rccommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) for Tracy Charter School.

Prepared by: Annabelle Lee, Principal, Tracy Charter School.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 20, 2025
SUBJECT: **Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2025-26 School District Budget**

BACKGROUND: Effective January 1, 2017, California Education Codes 42103 & 42126 require that on or before July 1 of each year, the governing board of each school district shall hold a public hearing on the proposed budget for the subsequent fiscal year. The public hearing shall take place in a school district facility, or some other place conveniently accessible to the residents of the school district, and the agenda for that hearing shall be posted at least 72 hours before the public hearing and shall include the location where the budget will be available for public inspection. The proposed budget shall show expenditures, cash balances, and all revenues, and shall also include an estimate of those figures, unaudited, for the preceding fiscal year.

RATIONALE: This public hearing is scheduled to fulfill the requirements of California Education Codes 42103 & 42126, and is in conjunction with an information item in which projected expenditures, cash balances, and revenues will be presented.

FUNDING: No funding is required for this agenda item.

RECOMMENDATION: Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2025-26 School District Budget.

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 28, 2025
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES
May 28, 2025

A.

Vendor:	GPRS
Sites:	North School
Item:	Proposal
Services:	Ground penetrating radar for new Preschool playground
Cost:	$1,225.00
Project Funding:	Fund 25

B.

Vendor:	Insidesource
Sites:	Tracy High School
Item:	Proposal
Services:	New furniture in the library
Cost:	$214,539.78
Project Funding:	Fund 25

C.

Vendor:	HMC
Sites:	Misc. Sites
Item:	Proposal
Services:	Architectural services for Boys and Girls Club Modular Classrooms
Cost:	$285,500.00
Project Funding:	Fund 25

D.

Vendor:	RJ Flooring
Sites:	Stein High School
Item:	Proposal
Services:	New flooring in Room 22
Cost:	$15,451.48
Project Funding:	Fund 25

E.

Vendor:	RJ Flooring
Sites:	Stein High School
Item:	Proposal
Services:	New flooring in Room 9
Cost:	$8,724.77
Project Funding:	Fund 14

F.

Vendor:	RJ Flooring
Sites:	McKinley Elementary School
Item:	Proposal
Services:	New flooring in Preschool Assessment Team Office
Cost:	$21,708.27
Project Funding:	Fund 14

G.

Vendor:	Dannis Woliver Kelley, Attorneys at Law
Sites:	Tracy Unified School District
Item:	Agreement for Professional Services-Two Year Agreement (expires 6/30/26)
Services:	Legal services related to general education law advice and representation, including collective bargaining, litigation, property, and facilities related matters.
Cost:	Rates range from $130.00/hr. to $475.00/hr. dependent upon the level of qualification of the individual attorney and the nature of the legal services provided.

H.

Vendor:	Atkinson, Andelson, Loya, Ruud and Romo
Sites:	Tracy Unified School District
Item:	Two-year Agreement for Special Services (expires June 30, 2026)
Services:	Legal and on-legal Human Resources consulting services and education law training classes.
Cost:	$355.00/hr. (senior partners), $230.00/hr. (paralegals/legal assistants)
Project Funding:	Risk Management

I.

Vendor:	Fagen Friedman & Fulfrost LLP
Sites:	District wide
Item:	Agreement for legal services
Services:	Legal services related to general education, law advice and representation.
Cost:	Rates range from $180.00/hr. to $415.00/hr. dependent upon the attorney/paralegal.
Project Funding:	General fund/Risk management

J.

Vendor:	COSCO Fire Protection
Sites:	District Wide
Item:	Agreement-Ratify
Services:	Conduct annual inspection of the fire sprinkler system and fire hydrant systems per NFPA 25. Repair and service sprinklers and hydrants based on deficiencies found during inspection.
Cost:	<$100,000.00
Project Funding:	Environmental Compliance

TRACY
UNIFIED SCHOOL DISTRICT

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 Kimball High School /Tracy Unified School District:

1. Sonia L. Bradley - $2,000.00 (Ck #1049). This donation is for Kimball's Track Program for new uniforms and other needs.
2. Kimball High School Music Booster Inc. - $1,157.06 (Ck #137). This donation is for transportation fees for the Choir Program.
3. Ashley Real Estate Properties, Inc. - $1,000.00 (Ck #2577). This donation is to go towards supplies for the Boys' Golf Program.

Donations Received by Hirsch Elementary School /Tracy Unified School District:

1. Wanda Hirsch PTO - $720.00 (Ck #1898). This donation is to be used towards books, book fair staff timesheets and student incentives (pencils and stickers).

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

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

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

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 29, 2025
SUBJECT: **Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete, and Surplus Furniture, Computers, and Equipment through Disposal Service**

BACKGROUND: District policy currently dictates that the disposal of equipment must meet the following conditions before a surplus is declared:

1) "When district-owned books, equipment, and supplies become unusable, obsolete, or no longer needed, the Superintendent or designee shall identify these items to the Governing Board, together with their estimated value and a recommendation that they be sold or disposed of by one of the methods prescribed in law and administrative regulations." (BP 3270)

2) If the district is unable to use the equipment, an assessment must be made to determine which category the equipment falls under:

- Equipment about to be replaced
- Equipment beyond economic repair
- Obsolete due to changes in material makeup (technology)
- Salvage and scrap
- Rubbish

3) The next step would be to sell the item for cash through the following steps:

a) "Ed Code 39520 requires the district to sell any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose or replacement, or if it is unsatisfactory or not suitable for school use". A notice of sale would then be posted in a public place.

Or

The district can sell the equipment through an auction sale. In either case, the district reserves the right to award to the highest responsible bidder or reject all bids.

b) If the district fails to receive a qualified bid, a private sale without advertising can take place. The Board will need to reach a unanimous decision on whether the equipment met the criteria of "not exceeds value of $2,500".

c) If the value of the equipment is insufficient to defray the cost of sale (Ed Code 39521), the district can arrange for the disposal of the equipment in a local public disposal site.

The Tracy Unified School District Director of School Business Support Services & Purchasing has declared the surplus on the damaged, obsolete, and surplus furniture, computers, and equipment due to the fact the inventory has been replaced with a newer, more modern, and structurally safe inventory. The inventory has a negative value or at best, a negligible value.

The main concerns of district staff are that we can eliminate warranty issues for future use of these items, we reduce or eliminate hazardous waste from hitting our landfills and lastly, if we can help out others with our items, then we utilize companies that fulfill our requirements while helping out the environment and others who are less fortunate.

Our surplus items will be processed under an agreement with the vendors, which outlines a salvage plan that includes the pick-up of obsolete items, they assumed ownership of items, the associated warranty responsibility, and the costs incurred for the disposal of toxic products as stated by law. The inventory will be consumed for its parts and reused through reselling channels, or lastly, after disassembly of items, it will be sold to recyclers. All vendors are required to provide a Certificate of Recycling and Destruction to ensure the district is safe from any hazardous materials disposal liability and guards our safety against any internal information being accessed after it is declared surplus.

RATIONALE: "Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee." (Education Code 39521)

As advised by District counsel, surplus equipment and furniture should not be sold to the public unless the District can certify that the equipment is safe. In addition, the surplus should only be sold to those who can take the title of the equipment and warrant safety through certification.

FUNDING: There is no cost to the district to contract with a vendor to remove all e-waste.

RECOMMENDATION: Authorize the Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete, and Surplus Furniture, Computers, and Equipment through Disposal Service.

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

E-WASTE INVENTORY - May 29, 2025

ITEM	ESTIMATED QUANTITY
Monitors	300
Computers	875
Printers	7
TV's	5
Projectors	2
Food Cabinet	5
Oven	4
Document Cameras	4
Report Card Reader	1

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 19, 2025
SUBJECT: **Approve Agreement for Contract Services Between Heggerty and George Kelly Elementary School for the 2025-2026 School Year**

BACKGROUND: The Heggerty Phonemic Awareness Curriculum offers daily, structured lessons to develop key phonemic skills such as blending, segmenting, and manipulating sounds, supporting early literacy development. For students in second grade and above who need additional support, the "Bridge the Gap" program provides targeted, concise lessons focusing on phoneme isolation, blending, segmenting, and manipulation, utilizing explicit teaching methods and scaffolding techniques to address specific skill gaps and enhance decoding abilities.

RATIONALE: George Kelly Elementary School aims to ensure all 3rd-grade students meet or exceed CAASPP reading benchmarks. To support this, KES will implement a comprehensive early literacy plan by October 2025. This plan includes integrating the Heggerty Phonemic Awareness Curriculum into Tier 1 instruction, offering daily 8–12-minute lessons that develop essential phonemic skills such as rhyming, blending, and segmenting. For students requiring additional support, the "Bridge the Gap" intervention program will be utilized as a Tier 2 resource during school and/ or after-school sessions, providing systematic phonemic awareness lessons tailored for students in 2nd grade and above. This dual approach aims to address diverse learning needs and promote reading proficiency across all grade levels.

FUNDING: The cost, not to exceed $4,438.82. This cost will be paid from George Kelly's site funds and Title 1 funds.

RECOMMENDATION: Approve Agreement for Contract Services Between Heggerty and George Kelly Elementary School for the 2025-2026 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Heggerty, 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 classroom kits and professional development training focused on the Heggerty Phonemic Awareness curriculum, supporting educators in implementing research-based strategies to build foundational reading skills. The contractor will also provide classroom kits and professional development training focused on the Heggerty Bridge to Reading curriculum.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 365 ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location George Kelly Elementary School.

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

   a. District shall pay $4,438.82 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $4,438.82. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on August 1, 2025, and shall terminate on May 29, 2026.

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

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

7. Contractor shall contact the District's designee, Brittani Ryan, at (209) 830-3390 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Kimberly Greene
Contractor Signature — Title

84-4218337
IRS Identification Number

PD Coordinator
Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 06.23.16



Heggerty
805 Lake Street, #293
Oak Park, IL 60301
708-366-5947 (phone)
orders@heggerty.org
www.heggerty.org

Send Purchase Order to: Cristy Rivera, cristy@heggerty.org

Quote Number	00110434
ERP Quote #	723354
Customer Notes	Contents of each Phonemic Awareness Curriculum Classroom Kits are listed below.

Name	Brittani Ryan	Email	bryan@tusd.net
Quote Date	4/14/2025	Expiration Date	6/30/2025
Bill To Name	George Kelly Elementary School	Ship To Name	George Kelly Elementary School
Bill To	535 MABEL JOSEPHINE DR TRACY, CA 95377-6645 USA	Ship To	535 MABEL JOSEPHINE DR TRACY, CA 95377-6645 USA

Quote Product Name	Quote Price	Quantity	Quote Total Price
Kindergarten Starter	$159.00	3.00	$477.00
- 4020 Blue Book (English Kindergarten) 2022		3.00	
- 4119 myHeggerty 1 year		3.00	
Primary Starter	$159.00	7.00	$1,113.00
- 4022 Yellow Book (English Primary) 2022		7.00	
- 4119 myHeggerty 1 year		7.00	

Total Price	$1,590.00
Tax	$171.62

Shipping and Handling	$127.20
Grand Total	$1,888.82

Vendor Information
Literacy Resources, LLC
FEIN: 84-4218337
District Vendor #: N/A

Quote Terms:

1. This quote does not constitute an order. To place an order, login to your account at www.myheggerty.org and complete payment, or submit an official district Purchase Order by email to your Educational Sales Consultant's email address listed below the logo at the top of the page.
2. All contents of the Phonemic Awareness curricula and supplementary materials are fully copyright protected. The reproduction by any means, resale, and/or redistribution of this curriculum is strictly prohibited.
3. LRL is only required to collect sales tax for orders shipped within Illinois. Districts outside of Illinois that are not tax exempt must submit any required sales tax directly to their state.
4. The shipping charge on this quote is only valid if the order is shipping to one single location. If the order is being shipped to multiple locations, or if multiple Purchase Orders are submitted based on this quote, additional shipping fees will apply.
5. For orders shipping outside of the United States: Payment must be made in US funds. Shipping fee does not include customs duty and taxes. Customs duty and taxes must be paid by the recipient to UPS Brokerage prior to delivery.
6. Professional Development scheduling is subject to availability. Please work with your Heggerty contact to request PD dates.

Heggerty
805 Lake Street, #293
Oak Park, IL 60301
708-366-5947 (phone)
cristy@heggerty.org
www.heggerty.org

Send Purchase Order to: Cristy Rivera, cristy@heggerty.org

Quote Number	00110438
ERP Quote #	723361
Customer Notes	Each Virtual Session proposed in this quote is 1-1/2 hours in length.

Name	Brittani Ryan	Email	bryan@tusd.net
Quote Date	4/3/2025	Expiration Date	6/30/2025
Bill To Name	George Kelly Elementary School	Ship To Name	George Kelly Elementary School
Bill To	535 MABEL JOSEPHINE DR TRACY, CA 95377-6645 USA	Ship To	535 MABEL JOSEPHINE DR TRACY, CA 95377-6645 USA

Quote Product Name	Quote Price	Quantity	Quote Total Price
TK and K Phonemic Awareness Professional Development Virtual	$850.00	1.00	$850.00
Gr. 1 & Gr. 2 Phonemic Awareness Professional Development Webinar	$850.00	1.00	$850.00

Total Price	$1,700.00
Tax	$0.00
Shipping and Handling	$0.00
Grand Total	$1,700.00

Vendor Information
Literacy Resources, LLC
FEIN: 84-4218337
District Vendor #: N/A

Quote Terms:

1. This quote does not constitute an order. To place an order, login to your account at www.myheggerty.org and complete payment, or submit an official district Purchase Order by email to your Educational Sales Consultant's email address listed below the logo at the top of the page.
2. All contents of the Phonemic Awareness curricula and supplementary materials are fully copyright protected. The reproduction by any means, resale, and/or redistribution of this curriculum is strictly prohibited.
3. LRL is only required to collect sales tax for orders shipped within Illinois. Districts outside of Illinois that are not tax exempt must submit any required sales tax directly to their state.
4. The shipping charge on this quote is only valid if the order is shipping to one single location. If the order is being shipped to multiple locations, or if multiple Purchase Orders are submitted based on this quote, additional shipping fees will apply.
5. For orders shipping outside of the United States: Payment must be made in US funds. Shipping fee does not include customs duty and taxes. Customs duty and taxes must be paid by the recipient to UPS Brokerage prior to delivery.
6. Professional Development scheduling is subject to availability. Please work with your Heggerty contact to request PD dates.

Heggerty
805 Lake Street, #293
Oak Park, IL 60301
708-366-5947 (phone)
cristy@heggerty.org
www.heggerty.org

Send Purchase Order to: Cristy Rivera, cristy@heggerty.org

Quote Number	00111556
Customer Notes	Bridge The Gap Virtual Session = 1-1/2 Hours

Name	Brittani Ryan	Email	bryan@tusd.net
Quote Date	4/14/2025	Expiration Date	6/30/2025

Bill To Name	George Kelly Elementary School	Ship To Name	George Kelly Elementary School
Bill To	535 MABEL JOSEPHINE DR TRACY, CA 95377-6645 USA	Ship To	535 MABEL JOSEPHINE DR TRACY, CA 95377-6645 USA

Quote Product Name	Quote Price	Quantity	Quote Total Price
Bridge The Gap Professional Development Virtual	$850.00	1.00	$850.00

Total Price	$850.00
Shipping and Handling	$0.00
Grand Total	$850.00

Vendor Information
Literacy Resources, LLC
FEIN: 84-4218337
District Vendor #: N/A

Quote Terms:

1. This quote does not constitute an order. To place an order, login to your account at www.myheggerty.org and complete payment, or submit an official district Purchase Order by email to your Educational Sales Consultant's email address listed below the logo at the top of the page.
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4. The shipping charge on this quote is only valid if the order is shipping to one single location. If the order is being shipped to multiple locations, or if multiple Purchase Orders are submitted based on this quote, additional shipping fees will apply.
5. For orders shipping outside of the United States: Payment must be made in US funds. Shipping fee does not include customs duty and taxes. Customs duty and taxes must be paid by the recipient to UPS Brokerage prior to delivery.
6. Professional Development scheduling is subject to availability. Please work with your Heggerty contact to request PD dates.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate. Supt. of Ed Services
DATE: May 20, 2025
RE: **Approve Contract with GoReact to Provide Support and Implementation of Video-Based Coaching for Professional Learning Peer Coaching and Induction Programs**

BACKGROUND: GoReact is a professional development platform designed to enhance educator engagement, growth, and retention. The program supports teacher growth by providing more opportunities for practice, modeling, self-reflection, and collaboration. GoReact's platform will support teacher retention by helping teachers in Peer Coaching and Induction to feel supported and prepared with opportunities for professional learning and peer engagement.

RATIONALE: GoReact fosters a culture of collaboration and professional growth amongst educators in the Peer Coaching and Induction Programs by enabling teachers to share videos of their instruction to receive timely coaching and feedback from their mentor teachers. By utilizing the GoReact platforms, mentors will have more time to offer feedback to mentees in real-time as well as provide model lessons to their candidates utilizing best instructional practices. Mentors and Candidates will be able to create their own professional learning communities to share practices and data that will align to learning outcomes for students. This platform supports District Strategic Goal #2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: GoReact total cost is $24,250 and will be funded through Title II funds.

RECOMMENDATION: Approve Contract with GoReact to Provide Support and Implementation of Video-Based Coaching for Professional Learning Peer Coaching and Induction Programs.

Prepared by: Jennifer Kassel, Program Administrator, Professional Learning and Curriculum.

goreact

Proposal & Order Form

Tracy Unified School District
5/19/2025

Overview

The purpose of this proposal & order form (the "**Order Form**") is to outline the provisions of certain software access and related support services requested by Tracy Unified School District ("**Customer**") to support implementation of video-based coaching and assessment. **The pricing in this Order Form, including for software access and associated services, is valid until 8/17/2025**.

Description of Services

- GoReact software access as described below
- Initial setup training and support services for instructors
- Ongoing email and phone-based customer service for instructors

Term & Payment

INITIAL TERM: The GoReact license will be available for Customer beginning 7/1/2025 and ending 6/30/2026.

TOTAL PRICE: The total price due initially for this Agreement is $24,250.00. Invoice(s) will be delivered to Customer by GoReact as applicable and Customer will pay such invoices within 30 days from the date of the applicable invoice.

NO-OBLIGATION RENEWAL & PRICE PROTECTION: At the end of the Initial Term, this Agreement will automatically renew for additional successive 12-month terms (each a "**Renewal Term**", and together with the Initial Term the "**Agreement Term**") unless either party provides written termination notice to the other party at least sixty (60) days prior to the end of the then-current term. A Renewal Term will be invoiced at the then-current list price, not to exceed a 10% year-over-year increase from the previous year's list price. Notice of any price changes from the current term will be provided at least ninety (90) days prior to the end of the then-current term. Price protection is not available without auto-renewal.

Incorporated Terms

The software access and services described above and this Order Form are governed by the GoReact Customer Terms found online at http://goreact.com/customerterms.

Acceptance

Each signature below represents approval of the Agreement and is an express acknowledgement on the part of the undersigned representative of Customer that such representative has authorization to purchase the services as outlined herein and has read and hereby agrees and accepts all terms of the Agreement on behalf of Customer.

For Customer:

_____	_____
Customer Signature	Date
_____	_____
Printed Name	Title

goreact

Annual Pricing

Description	Quantity	Discount	Total Price
GoReact Advanced - Unlimited recording and uploading for all users (maximum 10GB per video) - AI metrics, markers, & comments - HD video quality - Current and future updates to the GoReact Advanced product - Ability to download video files - Use of GoReact mobile application (iOS and Android)	250.00		$37,250.00
Implementation - Access to self-paced training resources - An assigned implementation project manager - 1 hour-long personalized Train the Trainer webinar session - 1 hour-long department/site-wide Q&A session			$3,000.00
Mentor or Instructor Training - Tailored training for mentors and instructors - Resources and recordings for future reference			$0.00
Video Storage - 5-year, unlimited storage of GoReact video feedback sessions			$0.00
Support - Phone and email instructor support (during standard support hours) - Same-day email support for students - Access to GoReact online help center			$0.00
Student Integration - Additional support for students during LMS integration and course creation to ensure smooth adoption			$0.00
Education Discount		($12,500.00)	($12,500.00)

Volume Discount		($3,500.00)	($3,500.00)

Total: $24,250.00

Additional user seats during the Term may be added at the contract rate:	$85.00 per annual seat.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 22, 2025
SUBJECT: **Approve Master Contract for Non-Public School Bayhill High School/Bay Area Educational Institute for the 2025-2026 School Year**

BACKGROUND: Board approval is requested to contract with Non-Public School Bayhill High School/Bay Area Educational Institute. The District's Special Education administration would like to contract with Non-Public School Bayhill High School/Bay Area Educational Institute for the 2025-2026 school year to provide placement pursuant to students IEP (Individual Education Program). Approval is necessary to remain compliant with the IEP.

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

FUNDING: Expenses for this contract will not exceed $66,000.00 for the 2025-2026 school year. The Special Education contract expenses are funded through 602 funding for Special education, budgeted in account 01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Non-Public School Bayhill High School/Bay Area Educational Institute for the 2025-2026 School Year.

Prepared by: Jason Davis, Director of Special Education.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 28, 2025
SUBJECT: **Approve Purchase of SCUTA to Provide License for Middle School Counselors for the 2025-2026 School Year**

BACKGROUND: As a district, we have invested in an assessment database, Fastbridge, which provides an academic, social, emotional, risk screener, mySAEBRS. Using the data from mySAEBRS in addition to the platform SCUTA, it will allow our counselors to make data driven decisions and provide additional data to review best practices and keep records of how we are interacting with students.

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

FUNDING: The cost, not to exceed $5,000.00, will be paid from Title 1 Funds

RECOMMENDATION: Approve Purchase of SCUTA to Provide License for Middle School Counselors for the 2025-2026 School Year.

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

SCUTA
THE SCHOOL COUNSELOR'S ADVOCATE

QUOTE # 38947

Quote valid for 60 days. Expires on: 7/26/25

SEND PAYMENTS TO:
zLabs
1500 Colesville Road,
Bethlehem, PA 18015
833-887-2882

Attn: Lisa Pribble
NORTH ELEMENTARY
Coordinator/director
lpribble@tusd.net
209-830-3210

Tuesday, 27th May 2025

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

Quote

Licensing Period: 7/1/25 - 7/1/26	**Quantity**	**Annual Cost**	**Total**
SCUTA Pro	0	$225	$0.00
SCUTA Max	8	$295	$2,360.00
+ Outlook	8	$95	$760.00
+ Google Calendar	0	$95	$0.00
+ Appointments	0	$95	$0.00
+ ISCA Model 2.0	0	$95	$0.00
+ RAMP	0	$95	$0.00
+ Survey	8	$95	$760.00
Total Amount			**$3,880.00**
Discount		0.00%	-$0.00
Taxes (Non Profit)			0.00
Total Amount Due (Net 30)			**$3,880.00**
10% Discount if paid by 7/15/25		**-$388.00**	**$3,492.00**

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

Thank you,

Madu

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

Single/Sole Source document: Single/Sole Source
Download our W9: zLabs-SCUTA-W9
See SCUTA tutorials: https://myscuta.com/app/videoTutorials
Our Privacy policy: https://www.myscuta.com/privacy

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 9, 2025
SUBJECT: **Approve Agreement for Contract Services between 360 Degree Customer Inc. and Tracy Charter School for the 2025-26 School Year**

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

RATIONALE: 360 Degree Customer Inc. is a company who is a leader in their field. They have bilingual and diverse mental health specialists who represent our student population and have proven success impacting student behaviors. They will provide 2 intervention specialists, 5 hours daily for the 2025-26 school year. There is no cap on the number of students they can provide service. They will provide academic and SEL services that include mentorship and academic support. They will work with students who are failing academically and need additional support in the classroom.

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

FUNDING: 360 Degree Customer Inc. will be paid $149,400.00, funded through the Learning Recovery Grant and Title 1 funds.

RECOMMENDATION: Approve Agreement for Contract Services between 360 Degree Customer Inc. and Tracy Charter School for the 2025-26 school year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 2 intervention specialists to assist and support students The specialists will provide 5 hours of services per day. will work with students in both in person and on-line, assisting them with class work. Services will not be limited to a specific number of students as long as the caseload is within the capacity of the Intervention Specialist.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 166 ( ) [ ] **HOURS** [xx] **DAYS**, under the terms of this agreement at the following location Tracy Charter School, 1904 I.

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

   a. District shall pay $ 90 per [xx] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $ 149,400. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on August 18, 2025, and shall terminate on May 22, 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, Zack Boswell, at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature	Title: Directc
	Tracy Unified School District
IRS Identification Number: 010832463	
	Date
Title: Director	
	Account Number to be Charged
Address: 473 sapena ct 7	
	Department/Site Approval
Santa clara CA 95054	
	Budget Approval
	Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 27, 2025
SUBJECT: **Approve Agreement for Contract Services between Community Medical Centers and Tracy Independent Study Charter School for the 2025-2026 School Year**

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

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

FUNDING: The total cost for Community Medical Centers services will not exceed $54,720.00. Services will be paid for using TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Contract Services between Community Medical Centers and Tracy Independent Study Charter School for the 2025-26 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

COMMUNITY
Medical Centers

AGREEMENT FOR SPECIAL CONTRACT SERVICES

2025 - 2026 School Year Mental Health Services

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

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

1. Contractor shall perform the following duties:

   A. Provide **school-based mental health services** during the **2025 -2026 School Year** to be held August 11, 2025 to May 29, 2026 per the dates, hours, and locations specified on Exhibit A, Tracy Unified School District/Community Medical Centers 2025/2026 School Year Mental Health Schedule, attached hereto and incorporated herein by this reference.

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

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

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

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

   A. District shall pay Contractor a **total of Fifty Four thousand Seven hundred and Twenty dollars ($54,720.00).** Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

   C. District shall make payment on MONTHLY BASIS UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District.

3. The terms of the agreement shall commence on **August 11, 2025,** and shall terminate on **May 29, 2026.**

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

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

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

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

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

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

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

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

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

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

9. All medical records are the property of Contractor, and information from patient records may be shared only with the written approval of the patient or their legal parent or guardian in accordance with federal and state laws and regulations.

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

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

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

AGREED:

Contractor: Community Medical Centers, Inc.

By: _____

Name/Title: Christine Noguera, CEO

Federal ID No.: 94-2437106

Date: _____

District: Tracy Unified School District

By: _____

Name/Title: _____

Date: _____

_____
Department/Site Approval

_____
Budget Approval

_____
Date Approved by the Board

Exhibit A
Tracy Unified School District/Community Medical Centers, Inc.
2025–2026 School Year Mental Health Schedule

SCHOOL SITE	NUMBER OF DAYS OF SERVICE PER WEEK	TOTAL HOURS FOR THE YEAR
Tracy Independent Study Charter School	3	684

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt. of Educational Services
DATE: May 19, 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
June 10, 2025
SUMMARY OF SERVICES

Vendor:	Blankenship ABA Consulting
Sites:	District Wide
Services:	One Additional Evaluation Service Request for an Independent Education Evaluation.
Cost:	$6,425.00
Funding Source:	Special Education

Vendor:	IXL
Sites:	George Kelly School
Services:	Site License for ELA and Math for 800 Students
Cost:	$15,000
Funding Source:	Title 1 and Site Funds

Vendor:	IXL
Sites:	Tracy High School
Services:	Site License for ELA 400 Students
Cost:	$6,595.00
Funding Source:	THS 0709 Funds

Vendor:	Stericycle
Sites:	District-wide
Services:	Hazardous drug and phlebotomy sharps container disposal.
Cost:	$11,500.00
Funding Source:	General Fund/ Health Services

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 27, 2025
SUBJECT: **Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Kimball 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 Kimball 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 nine-week parent class, not to exceed $12,500. The cost of the program will be paid by District ELOG Funds.

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

Prepared by: Mr. William Maslyar, Principal, Kimball 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 The Parent Institute for Quality Education (PIQE), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: This is an 8 week parent class designed to develop skills and techniques to empower parents to address the educational needs of thier children. PIQE will recruit parents and guardians by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question & Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend 4 or more sessions. Virtual and Hybrid Services. For virtual services, PIQE will support families on the Zoom platform.

   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 Kimball 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 $ 12,500.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $ 12,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District [ ] **SHALL** [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $_____ 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 September 2, 2025, and shall terminate on October 28, 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, Bill Maslyar, at (209) 832-6600 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

 ED	
Contractor Signature — Title	Tracy Unified School District
330259359	
IRS Identification Number	Date
Executive Director	
Title	Account Number to be Charged
3641 Mitchell Rd Suite H	
Address	Department/Site Approval
Ceres CA 95307	
	Budget Approval
	Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 27, 2025
SUBJECT: **Approve Overnight Travel for the Kimball High School Dance Team and Coach to Attend the Varsity UDA Dance Camp at the San Ramon Marriott in San Ramon, CA on July 28-31, 2025**

BACKGROUND: The Kimball High School Dance Team Dancers have been invited to attend a Dance Team Camp at the San Ramon Marriott on July 28-July 31, 2025. They will learn new techniques and routines as well as be able to compete in different camp competitions and bond as a team. The Dance Team, which consists of twenty-one students, is requesting to travel to San Ramon Marriott in San Ramon, CA for the Varsity UDA Dance Camp. The Kimball High School Dance Team will stay at the San Ramon Marriott under the direct supervision of the Head Coach, 2-4 district-approved parent volunteer chaperones, and the Varsity UDA Dance Camp Staff.

RATIONALE: The Kimball High School Dance Team Dancers have worked very hard over many years for the opportunity to attend camp. With the growing size and recognition of the dance team, attending dance camp would benefit the dancers physically, mentally, and their overall team bonding. It would also be a great opportunity to represent the city of Tracy at the camp where they can demonstrate their team dynamics and abilities. The Kimball High School dancers will have the opportunity to meet and interact with other dancers from across California. This meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: Lodging and transportation costs will total approximately $523 per dancer, coach, and chaperone. This cost will include camp fees, lodging, meals, and coaches' fees. There will be no cost to the District for this event. The funding for this trip will be paid for by funds raised by the students and parent donations.

RECOMMENDATION: Approve Overnight Travel for the Kimball High School Dance Team and Coach to Attend the Varsity UDA Dance Camp at the San Ramon Mariott in San Ramon, CA on July 28-31, 2025.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 27, 2025
SUBJECT: **Approve Agreement for Contract Services between Valley Community Counseling and Bohn Elementary, Central Elementary, Freiler School, Kelly School, Monte Vista Middle School, North School, Poet School, Villalovoz Elementary, Williams Middle School and West High for the 2025-2026 School Year**

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

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Valley Community Counseling to provide school-based mental health counseling to ten (10) school sites: Bohn Elementary, Central Elementary, Freiler School, Kelly School, Monte Vista Middle School, North School, Poet School, Villalovoz Elementary, Williams Middle School and West High. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and /or career goals; and Goal #3: Apply fiscal operational and community resource to ensure a safe learning environment that supports staff and students.

FUNDING: The total cost for Valley Community Counseling services will not exceed $840,000.00. Services will be paid for using TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Contract Services between Valley Community Counseling and Bohn Elementary, Central Elementary, Freiler School, Kelly School, Monte Vista Middle School, North School, Poet School, Villalovoz Elementary, Williams Middle School and West High for the 2025-26 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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: Provide school based mental health services during the 2025-2026 school year to the following school sites: Bohn Elementary (4 days @ 28 hrs/week), Central Elementary (4 days @ 28 hrs/week), Freiler School (4 days @ 28 hrs/week), Kelly School (4 days @ 28 hrs/week), Monte Vista Middle School (4 days @ 28 hrs/week), North School (4 days @ 28 hrs/week), Poet School (4 days @ 28 hrs/week), Villalovoz Elementary (4 days @ 28 hrs/week), Williams Middle School (4 days @ 28 hrs/week) and West High (4 days @ 28 hrs/week). A monthly Mental Health Referral Log and a Student log (for each school site) will need need to be submitted with each monthly invoice. Student caseload data will need to be entered in Aeries by each staff for documentation purposes. Providers must be Licensed Marriage Family Therapists (LMFT), or Licensed Professional Clinical Counselor (LPCC), or a Board of Behavioral Sciences Registered Associate MFT, ACSW, or APCC or a Master's Level student enrolled in a Master's counseling program or related study.

   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 10,500 ( ) [x] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location see above.

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

   a. District shall pay $ 80 per [x] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $ 840,000.00. 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 11, 2025, and shall terminate on June 30, 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, Samia Basravi, at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 10, 2025
SUBJECT: **Approve Agreement for Contract Services between Community Medical Centers and Hirsch Elementary, Jacobson Elementary, Kimball High, McKinley Elementary, South/West Park Elementary, Duncan Russell & Stein Continuation High and Tracy High for the 2025-2026 School Year**

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

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of support, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Community Medical Centers to provide school-based mental health counseling to seven (7) school sites: Hirsch Elementary, Jacobson Elementary, Kimball High, McKinley Elementary, South/West Park Elementary, Duncan Russell & Stein Continuation High and Tracy High. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and /or career goals; and Goal #3: Apply fiscal operational and community resource to ensure a safe learning environment that supports staff and students.

FUNDING: The total cost for Community Medical Centers services will not exceed $588,000.00. Services will be paid for using TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Contract Services between Community Medical Centers and Hirsch Elementary, Jacobson Elementary, Kimball High, McKinley Elementary, South/West Park Elementary, Duncan Russell & Stein Continuation High and Tracy High for the 2025-26 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

COMMUNITY
Medical Centers

AGREEMENT FOR SPECIAL CONTRACT SERVICES 2025 - 2026 School Year Mental Health Services

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

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

1. Contractor shall perform the following duties:

   A. Provide **school-based mental health services** during the **2025 -2026 School Year** to be held August 11, 2025 to May 29, 2026 per the dates, hours, and locations specified on Exhibit A, Tracy Unified School District/Community Medical Centers 2025/2026 School Year Mental Health Schedule, attached hereto and incorporated herein by this reference.

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

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

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

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

   A. District shall pay Contractor a **total of five hundred and eighty eight thousand dollars ($588,000).** Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

   C. District shall make payment on MONTHLY BASIS UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District.

3. The terms of the agreement shall commence on **August 11, 2025**, and shall terminate on **May 29, 2026.**

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

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

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

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

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

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

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

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

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

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

9. All medical records are the property of Contractor, and information from patient records may be shared only with the written approval of the patient or their legal parent or guardian in accordance with federal and state laws and regulations.

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

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

12. Subject to Section 8, contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Contractor: Community Medical Centers, Inc.

By: _____

Name/Title: Christine Noguera, CEO

Federal ID No.: 94-2437106

Date: _____

District: Tracy Unified School District

By: _____

Name/Title: _____

Date: _____

_____
Department/Site Approval

_____
Budget Approval

_____
Date Approved by the Board

Exhibit A
Tracy Unified School District/Community Medical Centers, Inc.
2025 – 2026 School Year Mental Health Schedule

SCHOOL SITE	NUMBER OF DAYS OF SERVICE PER WEEK	TOTAL HOURS FOR THE YEAR
HIRSCH ELEMENTARY	4	1050
MCKINLEY ELEMENTARY	4	1050
STEIN / DUNCAN RUSSELL	4	1050
JACOBSON ELEMENTARY	4	1050
KIMBALL HIGH SCHOOL	4	1050
SOUTH WEST PARK ELEMENTARY SCHOOL	4	1050
TRACY HIGH SCHOOL	4	1050
TOTAL HOURS FOR ALL SCHOOL SITES FOR 2025/2026 SCHOOL YEAR		**7350**
TOTAL COST FOR MENTAL HEALTH SERVICES @ $80/HR FOR 2025/2026 SCHOOL YEAR		**$ 588,000.00**

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 28, 2025
SUBJECT: **Approve Master Contract for Non-Public School Stockton Educational Center for the 2025-2026 School Year**

BACKGROUND: Board approval is requested to contract with Non-Public School Stockton Educational Center. The District's Special Education administration would like to contract with Non-Public School Stockton Educational Center for the 2025-2026 school year to provide placement pursuant to students IEP (Individual Education Program). Approval is necessary to remain compliant with the IEP.

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

FUNDING: Expenses for this contract will not exceed $1,200,000.00 for the 2025-2026 school year. The Special Education contract expenses are funded through 602 funding for Special education, budgeted in account 01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Non-Public School Stockton Educational Center for the 2025-2026 School Year.

Prepared by: Jason Davis, Director of Special Education.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 23, 2025
SUBJECT: **Approve All Out of District Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2025-2026 School Year**

BACKGROUND: Students and personnel of the Tracy High Agriculture Department and Future Farmers of America (FFA) travel yearly to numerous functions to receive training and in-service in the areas of Leadership and Education. Attached, on separate pages, 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 students 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, and 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 are District funds, Carl Perkins/CTE, Agriculture Incentive Grant, FFA Student Body Account, FFA Foundation. Fundraisers will be available to pay for those students who are unable to fund their own trip. District agriculture vehicles and District vehicles provide transportation, as well as District approved drivers.

RECOMMENDATION: Approve All Out of District Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2025-2026 School Year.

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

Tracy High School

Agriculture Department/FFA Travel Schedule

2025-2026

Date	Function	Funding
7/9-7/13/25 (Fri-Sun)	California State Fair Sacramento, California (Out of District, teachers and students)	FFA FFA Foundation Students
8/16/25 (Sat)	Sectional Officer Leadership Summit SJCOE, Stockton, CA (Out of district, teachers and students)	FFA FFA Foundation Students
8/21/25 (Thu)	Delta Valley Sectional Meeting (Fall) West High School, Tracy, CA (Teachers)	FFA CTE/Perkins Ag Incentive Grant
9/24/25 (Wed)	Opening and Closing Speech Contest SJCOE, Stockton, CA (Out of District, Teachers and Students)	FFA CTE/Perkins Ag Incentive Grant
9/27/25 (Sat)	Chapter Officer Leadership Conf East Union HS, Manteca, CA (Out of District, Teachers and students)	FFA AG District Funds Ag Incentive Grant
10/2/25 (Thu)	FFA Greenhand Leadership Conference Lodi, CA (Out of District, Teachers and students)	FFA CTE/Perkins Ag Incentive Grant
10/1/25 Thru May 2026	Project Visits – observe student's work Various student homes (Teachers and students)	FFA FFA Foundation
10/16/25 (Thu)	Pumpkin Patch for Pre-Schoolers Ag Farm, Tracy High (Teachers and students)	FFA CTE/Perkins
11/6/25 (Thu)	Construction Trades Fair Stockton, CA (Out of District, Teachers, students and Admin.)	FFA CTE/Perkins
11/12/25 (Wed)	Ag Careers Summit Stockton, CA (Out of District, Teachers, students, and Admin)	FFA CTE/Perkins

Tracy High School

Agriculture Department/FFA Travel Schedule

2025-2026

Date	Function	Funding
12/6/25 (Sat)	Tracy Lions Club Crab Feed Tracy, CA (Teachers and Students)	N/C
1/8/26 Thru 4/30/26	Ag Proficiency Classes (Various days) MJC or Delta College (Out of district, teachers and students)	FFA Ag Incentive Grant
1/15/26 (Thu)	Animal Buying for Fair Location – TBA (Out of District, teachers)	Students FFA
2/3/26 (Tue)	State FFA Proficiency Scoring Manteca USD Office, Manteca, CA (Out of District, teachers)	FFA ROP/CTE
2/4/26 (Mon)	Sectional Speaking Contest SJCOE, Stockton, CA (Teachers and students)	FFA FFA Foundation
2/5/26 (Thu)	Field Trip TBD (Out of district, teachers and students)	CTE/Perkins FFA Foundation Ag Incentive Grant
2/10/26 (Thu)	FFA State Degree Scoring Manteca USD Office, Manteca, CA (Out of district, teachers)	FFA Ag District Funds
2/10/26 (Thu)	FFA Student Breakfast w/ Sec Karen Ross Sacramento, CA (Out of district, teachers and students)	FFA CTE/Perkins Ag Incentive Grant
2/11/26 (Wed)	WORLD Ag Expo Tulare, CA (Out of district, teachers and students)	FFA CTE/Perkins Ag Incentive Grant

Tracy High School

Agriculture Department/FFA Travel Schedule

2025-2026

Date	Function	Funding
2/28/26 (Sat)	CATA Central Region Meeting Modesto HS, Modesto, CA (Out of district, teachers)	Ag District Funds
2/26/26 (Thu)	Feeder School Presentations Various Middles Schools Tracy, CA (Teachers and Students)	FFA Ag District Funds
3/6/26 (Fri)	Regional FFA Speech Contest MJC, Modesto, CA (Out of district, teachers and students)	FFA CTE/Perkins FFA Foundation
3/18/26 (Wed)	Ag Day at the Capitol Sacramento, CA (Out of district, teachers and students)	FFA CTE/Perkins
3/18-20/26 (Wed-Fri)	Ag Council of California Conference Monterey, CA (Out of District, teachers)	CTE Carl Perkins
3/28/26 (Sat)	FFA Regional Meeting TBD (Out of districts, teachers and students)	Ag District Funds
4/8/26 (Wed)	Field Trip TBD (Out of district, teachers and students)	FFA CTE/Perkins Ag Incentive Grant
4/9/26 (Thu)	AG-Venture Manteca, CA (Out of district, teachers and students)	FFA Ag District Funds
4/20/26 (Mon)	FFA Regionals/State Degree Ceremony Modesto HS, Modesto, CA (Out of district, teachers and students)	FFA CTE/Perkins
4/28/26 (Tue)	Delta Valley Sectional Mtg/FFA Officer Election Delta College Stockton, CA (Out of district, teachers and students)	FFA
5/7/26 (Thu)	FFA End of Year Banquet Tracy, CA (Students, teachers and parents)	FFA FFA Foundation

Tracy High School

Agriculture Department/FFA Travel Schedule

2025-2026

5/13/26 (Wed)	Field Trip TBD (Out of district, teachers and students)	FFA CTE/Perkins Ag Incentive Grant
6/2/26 (Thu)	FFA Point Awards Trip Great America or Santa Cruz (Out of district, teachers and students)	FFA FFA Foundation
6/5-11/26 (Sat-Sun)	AG Fest/S.J. County Fair Stockton, CA (Out of District, teachers and students)	FFA FFA Foundation

Tracy High AG/FFA Department FFA Field Days 2024-2025

9/27/25	Pacheco Cotton Contest
10/4/25	Cotton Contest@ CVC
10/11/25	Corcoran FFA Cotton Contest
10/18/25	Hanford FFA Lunstad Cotton Classic
10/25/25	MJC Cotton Contest
11/1/25	Fresno State FFA Cotton Judging State Finals
12/6/25	Mariposa Field Day
1/3/26	Don Laux Memorial Citrus Contest
1/10/26	Turlock FFA Vine Pruning Spring Training
1/17/26	Tulare Citrus Contest
1/24/26	Reedley College Mid-Winter FFA Field Day
1/31/26	Tokay FFA Ag Booster's Grapevine Pruning CDE
2/7/26	Arbuckle Field Day
2/7/26	Fresno State Mid-Winter FFA State Finals
2/7/26	Merced College Parliamentary Procedure Invitational
2/14/26	Bakersfield Field Day
2/14/26	Chico State & Butte College Field Day
3/7/26	Gridley Field Day
3/7/26	Le Grand FFA Field Day
3/7/26	UC Davis Field Day
3/7/26	Reedley College Field Day
3/7/26	Golden State Field Day
3/14/26	Merced College Field Day
3/14/26	Los Banos Field Day
3/14/26	Modesto Junior College Field Day
3/14/26	Los Banos Farm Power

Tracy High AG/FFA Department FFA Field Days 2024-2025 (cont.)

3/28/26	Dinuba FFA Field Day
3/28/26	Clovis FFA Field Day
4/18/26	Fresno State FFA State Finals & Field Day
5/2-3/26	California State Finals at Cal Poly

**All Field Days are on Saturdays unless highlighted. Those contests with same days are due to different FFA teams attending the competitions that apply to their teams.

Funding will be FFA, FFA Foundation, CTE/Perkins, and Ag Incentive Grant

** **It is IMPORTANT to note that we will more than likely be traveling to other FFA and CATA events and activities not listed above, as there is not information available at this time.**

***Due to the Sectional, Regional and State CATA committees, these dates may change.**

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 23, 2025
SUBJECT: **Approve all Out of State Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2025-2026 School Year**

BACKGROUND: Students and personnel of the Tracy High Agriculture Department and Future Farmers of America (FFA) travel yearly to numerous functions to receive training and in-service in the areas of Leadership and Education. Attached, on separate pages, 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 students 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, and 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 are District funds, Carl Perkins/CTE, Agriculture Incentive Grant, FFA Student Body Account, FFA Foundation. Fundraisers will be available to pay for those students who are unable to fund their own trip. District agriculture vehicles and District vehicles provide transportation, as well as District approved drivers.

RECOMMENDATION: Approve all Out of State Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2025-2026 School Year.

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

Tracy High School

Agriculture Department/FFA Travel Schedule

2025-2026

Date	Function	Funding
10/28-11/1/25 (Tues-Sat)	National FFA Convention Indianapolis, IN (Out of state/overnight, teachers and students)	FFA Foundation CTE/Perkins Students AG Incentive Grant
12/7-12/13/25 (Sun-Sat)	NAAE (Nat'l. Assn. Ag Teachers) Conference Nashville, TN (Out of State/overnight, teachers)	CTE/Perkins
3/24-2/28/26 (Tues-Sat)	CTE Conference Dallas, TX (Out of state/overnight, teachers)	CTE/Perkins

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 23, 2025
SUBJECT: **Approve Overnight/Out of District Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2025-2026 School Year**

BACKGROUND: Students and personnel of the Tracy High Agriculture Department and Future Farmers of America (FFA) travel yearly to numerous functions to receive training and in-service in the areas of Leadership and Education. Attached, on separate pages, 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 students 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, and 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 are District funds, Carl Perkins/CTE, Agriculture Incentive Grant, FFA Student Body Account, FFA Foundation. Fundraisers will be available to pay for those students who are unable to fund their own trip. District agriculture vehicles and District vehicles provide transportation, as well as District approved drivers.

RECOMMENDATION: Approve Overnight/Out of District Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2025-2026 School Year.

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

Tracy High School

Agriculture Department/FFA Travel Schedule

2025-2026

Date	Function	Funding
11/3-11/5/25 (Mon-Wed)	New Professionals Institute Fresno, CA (Out of district/overnight, teachers)	CTE/Perkins Ag Incentive Grant
11/21-11/22/25 (Fri–Sat)	CATA Regional Meeting & Road Show TBD (Out of District/overnight, teachers)	Ag Incentive Grant CTE/Perkins
1/9-1/10/26 (Fri-Sat)	Made for Excellence Leadership Seminar Sacramento, CA (Out of district, overnight, teachers & students)	FFA Ag Incentive Grant CTE/Perkins
2/24-2/27/26 (Tues-Fri)	Sacramento Leadership Experience Sacramento, CA (Out of district, overnight, teachers and students)	FFA CTE/Perkins Ag Incentive Grant FFA Foundation Students
3/20-3/24/26 (Fri-Tues)	FFA State Leadership Conference Ontario, CA (Out of district, overnight, teachers and students)	FFA/Students Ag Incentive Grant CTE/Perkins FFA Foundation
5/1-5/2/26 (Fri-Sat)	FFA State Finals San Luis Obispo, CA (Out of district, overnight, teachers & students)	CTE/Perkins FFA/Students FFA Foundation Ag Incentive Grant
6/19-6/21/26 (Fri-Sun)	FFA Officer Leadership Retreat Location -TBD (Out of District, overnight, teachers and students)	FFA FFA Foundation
6/20-6/26/26 (Sat-Fri)	Calif. Ag. Teachers State Conference San Luis Obispo, CA (Out of District, overnight, teachers only)	Ag District Funds ROP/CTE Ag Incentive Grant

TRACY
UNIFIED SCHOOL DISTRICT

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 Contract Services between Boys and Girls Club of Tracy and Villalovoz Elementary School for the 2025-26 School Year**

BACKGROUND: The Boys and Girls Clubs of Tracy has been providing after-school services in the community at school sites for over 20 years. Villalovoz Elementary School is identified as an area of need due to our low-income families. The Boys and Girls Club has been operating after-school services at Villalovoz Elementary School for several years. Since the 2023-2024 school year, Villalovoz has partnered with Boys and Girls Club to provide structured activities and mentoring during lunch recess to decrease behavior issues. Due to the success of the program Villalovoz Elementary School staff would like to continue our association with the Boys and Girls Club at Villalovoz Elementary School as they provide after school services and services during lunch recess that the regular school program cannot, specifically academic tutoring, extracurricular reading programs and school wide sport participation.

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

FUNDING: Boys and Girls Club of Tracy will be paid $15,390.00, funded through Title I funds.

RECOMMENDATION: Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Villalovoz Elementary School for the 2025-26 School Year.

PREPARED BY: Marji Baumann, Principal, Villalovoz Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

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

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days per week during lunch ( ) [ ] HOURS [x] DAYS, under the terms of this agreement at the following location Villalovoz.

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

   a. District shall pay $15,390 per [ ] HOUR [ ] DAY [x] FLAT RATE, not to exceed a total of $15,390. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on August 1, 2025, and shall terminate on June 30, 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, Marji Baumann, at (209) 830-3331 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Kelly Wilson Digitally signed by Kelly Wilson Date: 2026.05.19 13:14:02 -07'00' CEO	
Contractor Signature Title	Tracy Unified School District
68-0028682	
IRS Identification Number	Date
CEO	
Title	Account Number to be Charged
753 W. Lowell Ave.	
Address	Department/Site Approval
Tracy, CA 95376	
	Budget Approval
	Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt. of Ed Services
DATE: May 20, 2025
SUBJECT: **Ratify Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Villalovoz Elementary School for the 2025 - 2026 School Year**

BACKGROUND: The Artist-in-Residence Program is provided by the San Joaquin County Office of Education. The program will provide artists who will work with students Transitional Kindergarten through fifth grade for six (6) sessions. Students will learn basic art concepts and carry out various art projects.

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

FUNDING: This contract will be paid with Prop 28 Funding. The Villalovoz Elementary School contract for this MOU will not exceed $7,440 to be paid from Prop 28 Arts and Music funds.

RECOMMENDATION: Ratify Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Villalovoz Elementary School for the 2025 - 2026 School Year.

Prepared by: Marji Baumann, Principal, Villalovoz Elementary School.

MEMORANDUM OF UNDERSTANDING
(Villalovoz Elementary School/Ingrid and Rajni)

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

I. CONSULTANT AND/OR SERVICE DEFINED

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

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

II. TERM OF AGREEMENT

Services by SJCOE will begin: **August 28, 2025, and will continue on the following dates. See quote.**

Number of classes: **20 Classrooms, 6-week sessions.**

Staff Contact at site: **Marji Baumann,** mbaumann@tusd.net, **(209)830-3331**

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

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

III. COMPENSATION

In consideration of the services provided, **Villalovoz Elementary School** will pay SJCOE the sum of **$7440.00**

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

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

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

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

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

V. EXTENSION OF TERM

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

Tania Salinas Digitally signed by Tania Salinas Date: 2025.05.15 14:36:37 -07'00'

Villalovoz Elementary School
1550 Cypress Dr, Tracy, CA 95376

SANDRA WENDELL, COORDINATOR Date
ARTISTS-IN-SCHOOLS

Date

CONTRACTING OFFICER Date
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and SJCOE Artist in Residence, 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 Artist in Residence is to offer 6 art lessons for each of the 20 classes at Villalovoz Elementary School for the 2025-2026 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 114 ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location Villalovoz Elementary.

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

   a. District shall pay $7,440.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $7,440.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

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

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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, Marji Bauman . at (209) 830-3331 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title Contract Manager

Address S.J.C.O.E.
2922 Transworld Drive
Stockton, CA 95206
P.O. Box 213030
Stockton, CA 95213-9030

Tracy Unified School District

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt. of Ed Services
DATE: May 27, 2025
SUBJECT: **Approve Program of Activities Travel for the 2025-2026 School Year for the West High Agriculture Staff Chaperons 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 Industry Education. 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 Program of Activities Travel for the 2025-26 School Year for the West High Agriculture Staff Chaperons 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

May 23, 2025

Dear Mr. Henderson,

This is two links to draft calendars for the coming school year. I am requesting these dates be reviewed and submitted for approval serving as the West Agriculture Program of Activities for the 2025-2026 school year.

All activities and travel listed to be submitted to the TUSD Calendar for the West Agriculture Program to attend California Agriculture Teachers Association (CATA) and FFA Delta Valley Sectional, Central Region, State and 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.

Google Links for Next Year in View Only:

Calendar:
https://docs.google.com/presentation/d/1_1AsfCcqGlpLp6qGE9Dbqpu4lg27PBtlHuuikrC3zHY/edit?usp=sharing

One Page Calendar:
https://docs.google.com/document/d/148i4Uy9XXjFBCY2PA6LB9ZAj7TMUTbL0UX8caqURnuM/edit?usp=sharing

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

Sincerely,

Marlene Hepner, Instructor
Cc:dh

Merrill F West FFA 2025-2026 Event Calendar

July
16-18- Change Makers Summit

August
4 - 1st Day of School
9 - SOLC
20 - Back to School Night
29 - Tailgate
28 - FFA Meeting
13→ 15– Rush Week @ Lunch
29- Tri-Tip Dinner Tickets Due

September
10- Tri-Tip Dinner Pick Up (4PM)
12- Ultimate Opening/Closing Contest
17- Fall Festival All Committee Meeting
18- FFA Meeting
18 & 19- Monthly Activity *(Lunch in P12)*
24- Opening/Closing Contest
4-Ag Career Summit Slips Due
19-GLC Slips Due

October
2 - GLC Lodi
[3 - Mini Day (End of Quarter 1)]
16 - FFA Meeting
16 & 17 - Monthly Activity *(Lunch in P12)*
18 - Fall Festival
20 - Parent Teacher Conferences
28 - AgVenture Manteca
3-AgVenture Slips Due
17- MFE/ALA Slips Due
31-Greenhand & Chapter Degree App Due

November:
6- FFA Meeting
6- Degree Night *(5PM)*
6 & 7- Monthly Activity *(Lunch in P12)*
12 - Ag Career Summit
18?- Special Programs Night *(5PM)*

***See's Candy Fundraiser-*
Every $30 Sold = 1 FFA Point

December
8- Local Speaking Contest *(2:30PM)*
11- FFA Meeting
11 & 12 - Monthly Activity *(Lunch in P12)*
11- MANDATORY AG FEST PARENT MEETING (5PM)

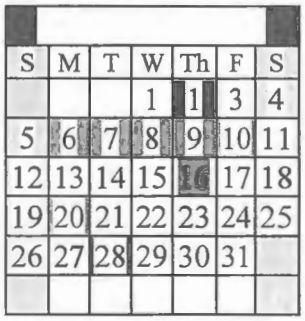
11- Panda Express Fundraiser
***Poinsettias on Sale!*
(Every 3 sold= 1 Point!)



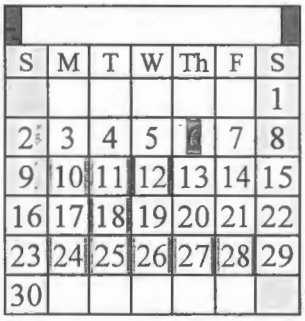


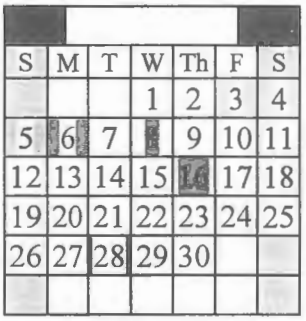


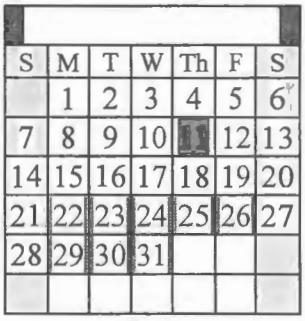














Key:
First/Last Day of School — FFA Meeting — Event/Activity
No School — School Event — Contest/ Field Day
Parent Teacher Conferences
Minimum Day — Above Chapter Event

January
12→ 15 – Mini Retreat *(Lunch in P12)*
12- AgFEST Lamb Pick Up & Industry Tour
16 & 17 - MFE/ALA Sacramento
20- AgFESTGoat Pick Up & Industry Tour
22 - FFA Meeting
24 - Horse Judging Practice Contest
28- AgFEST Swine Pick Up & Industry Tour
29- AgVenture Stockton
23 - State Degrees Due

February
4 - Sectional Speaking Contest
5- Delta Trades Day
7- Arbuckle Field Day
7- Winter Judging Finals-Fresno
12-World Ag Expo
14-Chico Field Day
20- FFA Meeting
2/17→ 2/20 FFA Week *(Lunch in the Quad)*
26 - AgFEST Turkey Pick Up
24→ 27 – SLE

March
[6- Mini Day & (End of Quarter 3)]
6- YQCA Training
6- Regional FFA Speaking
7- Reedley, UC Davis & Le Grand Field Day
14- MJC & Merced Field Day
20 → 24 – State Conference
19- FFA Meeting
28- Regional FFA Meeting
28- Clovis Field Day

April
8- AgVenture Tracy
9- Officer Interviews
18- Fresno Field Day
16- FFA Meeting
16 & 17- Monthly Activity *(Lunch in P12)*
28- Sectional FFA Meeting
23 - AgFEST Meat Bird Pick Up
25- FFA Plant Sale
27- Regional Award Night- Modesto HS
8- Officer Apps Due

May
1 → 2– Cal Poly State Finals
7- Banquet
21- FFA Meeting
21 & 22- Monthly Activity *(Lunch in P12)*

21- Panda Express Fundraiser

29- Last day of School!

10% of your grade is FFA Activity Points. Each Semester Requirement is 5 total FFA Activity Points.

June 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2 Ag Teacher Meeting Day	3 Officer Retreat	4 Officer Retreat	5 Officer Retreat	6 Load Trucks/ Trailer for Tack Haul in	7 **AgFest-** Haul In Tack Skill Exhibit Drop Off
8 **Ag Fest-** Swine Haul In	9 **Ag Fest-** Swine Weigh In Sheep Goat Haul In	10 **Ag Fest- Market** Swine- 11 am Sheep-8 am (4H 1st) Goat-10 am (4H 1st)	11 **Ag Fest- SMSP** Swine- 11 am Sheep- 8 am (4H 1st) Goat- 10 am (4H 1st) Poultry- 6am Haul In & Breeding Show 10am	12 **Ag Fest-** Swine Slap Branding Rabbit Haul in- 7am; Market 12 pm Showmanship 1 pm	13 **Summer Bridge** **Ag Fest-** **5pm Award Ceremony**	14 **AgFest Auction**
15 Fathers Day	16	17	18	19	20	21
22 CATA Skills & Registration	23 CATA	24 CATA	25 CATA	26 CATA- Regional Meeting, Session g & Skills	27	28
29	30					

JULY 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15 Change Makers Summit (Fresno) AIG Applications Due	16 Change Makers Summit (Fresno)	17	18	19
20	21	22	23	24	25 Department Chair Meeting	26
27	28	29	30	31		

AUGUST 2025

CDE/LDE Week 8/25 → 8/29 or 9/15-9/19?
Conference Registrations: GLC Registration
Fundraiser: Tri-Tip

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	28 Voluntary Class Prep Day Kari Gone All Week	29 Staff BBD	30 Staff BBD Cabrera Gone	31 Teacher Pre Service District Cabrera Gone	1 Teacher Pre Service Site Cabrera Gone	2
3	4 ERM 1st Day of School! Red Carpet Event	5	6 Dept Meeting Tri- Tip Dinner Tickets Out	7 Officer Meeting	8	9 ~~Sectional Officer Leadership Summit(SJCOE)~~
10	11 ERM	12	13 Dept Meeting Rush Week	14 Officer Meeting Rush Week	15 Rush Week	16
17	18 ERM	19	20 Dept Meeting Back to School Night	21 Officer Meeting Fall CATA Meeting- West High School @ 4:30	22 **Food Sales Day	23
24 / 31	25 ERM CDE/LDE Week	26	27 Dept Meeting	28 Officer Meeting FFA Meeting!	29 Tri Tip Tickets Due BTS Rally - (Double 2nd) Tailgate	30

SEPTEMBER 2025

Get everything together for tri-tip dinner by week before
Conference Registrations: Ag Summit?
Fundraiser: Tri Tip

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1 **Labor Day- No School**	**2** *Greenhand/ Chapter Degree Applications OUT*	**3** Dept Meeting	**4** Officer Meeting Ag Summit Permission slips due	**5** Upper Class- Each Class Winner Contest Senior Sunrise	**6**
7	**8** ERM Yellow Ribbon Week	**9**	**10** Dept Meeting Tri Tip Drive Through	**11** Officer Meeting 9/11 Ceremony	**12** Ultimate Opening/ Closing Speaking Finals @ Lunch Yellow Ribbon Assembly (Double 2nd)	**13**
14	**15** ERM	**16**	**17** Dept Meeting Fall Festival Meeting @ lunch in P12	**18** Officer Meeting FFA Meeting Monthly Activity	**19** Monthly Activity GLC Permission Slips due Kid in a Box?	**20**
21	**22** ERM	**23** CA National Delegate Training	**24** Dept Meeting Opening and Closing SJCOE at 9am (3 T & 30 S)	**25** Officer Meeting	**26** **Food Sales Day	**27** Lehfeldt- Gone COLC @ East Union (1 Tea & 6 Stu)
28	**29** ERM *MPHALA Permission Slips OUT*	**30**				

OCTOBER 2025

All Staff Ag Presentation National Convention: October 27-November 1
Furry & Friends- Community Service (10/26/24)
Conference Registrations:
Fundraiser: Pumpkin Collection

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 Dept Meeting Fall Festival Meeting at lunch State FFA Scholarships Open	**2** Officer Meeting GLC- Lodi *(2 T & 12 S)*	**3** Q1- Ends MJC Senior Day? Minimum Day ~~AgVenture Slips Due~~	**4** Fast & Furriest Fun Run (CS)
5 87	**6** No School	**7** No School	**8** Dept Meeting No School	**9** Officer Meeting No School	**10** No School Petersen- Busy	**11**
12	**13** ERM	**14**	**15** Dept Meeting Fall Festival Meeting at lunch Advisory Meeting? AET Rosters Due AIG Report~ Expenditures Due	**16** Officer Meeting FFA Meeting Monthly Activity	**17** Monthly Activity ~~MPMLA Permission Slips DUE~~ Pumpkins? Lehfeldt- Busy (½ Day)	**18** Fall Festival Lehfeldt- Busy
19	**20** Parent/Teacher Conferences	**21** Homecoming *-PowderPuff Game @7:45pm*	**22** Dept Meeting Homecoming *- Night Rally @7pm*	**23** Officer Meeting Homecoming Petersen- Busy	**24** Homecoming *- Packfest (Double 3rd)* *- Dance*	**25** Lehfeldt- Busy
26	**27** ERM	**28** AgVenture- Manteca *(2 T & 12 S)*	**29** Dept Meeting National Convention	**30** Officer Meeting National Convention	**31** Halloween National Convention ~~Greenhand/ Chapter Degree Applications DUE to Form Link~~	

November 2025

Conference Registrations: MFE/ALA
Fundraiser: See's Candy & Poinsettias

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	ADMIN NIGHT???					1 National Convention
2	3 ERM	4	5 Dept Meeting Delta Valley Admin Night?	6 Officer Meeting FFA Meeting Monthly Activity Degree Night Construction Trades Day *Bus-(2 F & 30 S)*	7 Monthly Activity	8
9	10 Veterans Day No School	11 No School	12 Dept Meeting Recruitment Day? [redacted]	13 Officer Meeting	14 Turkey Harvest??	15
16	17 ERM	18 Special Programs Night?	19 Dept Meeting	20 Officer Meeting	21 CATA Roadshow- ??(6 T)	22 CATA Meeting- ????
23	24 ERM No School	25 No School	26 Dept Meeting No School	27 Officer Meeting No School Thanksgiving Shelter Trot CS)	28 No School	29
30						

December 2025

Conference Registrations: State Conference
Fundraiser: Poinsettias & Panda Express

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1 ERM	2	3 Dept Meeting	4 Officer Meeting	5 State Scholarships Due	6 Tentative Vet Sci Local Contest
7	8 ERM Local Speaking Contest @ 2:30 pm	9	10 Dept Meeting	11 Officer Meeting FFA Meeting & Monthly Activity AG FEST MANDATORY PARENT MEETING Panda Express Fundraiser Exeter Comp.	12 Monthly Activity Citrus Tasting SAE Applications Due	13 Winter Ball
14	15 ERM	16	17 Dept Meeting Finals 1 & 2	18 Officer Meeting Finals 3 & 4	19 Finals 5 & 6	20
21	22 No School	23 No School	24 No School Christmas Eve	25 No School Christmas Day	26 No School	27
28	29 No School	30 No School	31 No School			

January 2026

STAR counselor, STAR Admin, National Chapter & Website Apps Due
Conference Registrations:
Fundraiser:

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1 **No School** **New Years Day**	2 **No School**	3
4	5 **ERM**	6	7 **Dept Meeting**	8 **Officer Meeting**	9	10 Lehfeldt- Busy
11	12 **ERM** Lamb Pick Up All Staff Ag Presentation	13 Mini Retreat -at Lunch?	14 **Dept Meeting** Mini Retreat -at Lunch?	15 **Officer Meeting** Mini Retreat -at Lunch?	16 [illegible] State Officer Applications Due Sect. Prof Due in AET- 6 pm	17 [illegible] Tulare Citrus Judging
18	19 **No School**	20 Goat Pick Up & Industry Tour	21 **Dept Meeting** Manuscripts Due Butte Arch Exposure (welding)	22 **Officer Meeting** FFA Meeting Butte Arch Exposure (welding)	23 State Degrees Due in AET- 6 pm. Butte Arch Exposure (welding)	24 Horse Judging Practice Contest Reedley College Citrus
25	26 **ERM**	27 Cooperating Teachers Conference *(1 T)* Swine Pick Up & Industry Tour *(2 T & 12 S)*	28 **Dept Meeting** Cooperating Teachers Conference *(1 T)* AgVenture- Stockton	29 **Officer Meeting**	30	31

February 2026

2/13? - STATE Outstanding Large & Outstanding Teachers
Conference Registrations:
Fundraiser: 3D Critters & See's Candy

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2 ERM [redacted] Swine Pick Up & Industry Tour *(2 T & 12 S)*	3 Regional Proficiency Scoring- *8am* (Manteca DO) *(1 T)*	4 **Dept Meeting** Sectional Speaking Contest- SJCOE at *1pm (2 T & 12 S)*	5 **Officer Meeting** Delta Trade Day?? *Bus-(2 T & 30 S)*	6	7 Arbuckle Field Day Citrus Winter Judging Finals- Fresno
8	9 No School	10 State Degree Verification Day -8am (Manteca DO) *(1 T)*	11 **Dept Meeting**	12 **Officer Meeting** World Ag Expo *(2 T & 12 S)*	13 State Proficiency Award Apps Due by Noon **Food Sales Day Slam Jam Rally(Double 2nd)	14 Valentines Day Chico Field Day
15	16 No School Presidents Day	17 State Proficiency Scoring *(1 T)*	18 **Dept Meeting** State Proficiency Scoring *(1 T)* *Reg Man Scripts Due*	19 **Officer Meeting**	20 FFA Week Kick-Off	21
22	23 ERM FFA Week	24 SLE FFA Week	25 **Dept Meeting** SLE FFA Week	26 **Officer Meeting** SLE FFA Week FFA Meeting **Turkey Distribution?**	27 SLE FFA Week [redacted] Senior BBQ	28 CATA Meeting- Modesto HS

March 2026

Order STAR awards & Banquet Supplies CAASPP Testing March 23-April 2
Conference Registrations:
Fundraiser: Easter Lilies

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2 ERM	3	4 Dept Meeting	5 Officer Meeting	6 Minimum Day YQCA Training Regional Speech Contest @MJC *(1 T & 3? S)*	7 UC Davis Field Day Reedley College Field Day Le Grand Field Day
8	9 No School	10 No School	11 No School	12 No School	13 No School Reg. Off Screening	14 MJC Field Day Merced Field Day Reg. Off Screening
15	16 ERM Officer Applications Out	17	18 Dept Meeting	19 Officer Meeting FFA Meeting Monthly Activity	20 Monthly Activity State FFA Travel Day?	21 State FFA Convention - 2 T& 12 S) Overnight
22 State FFA Convention - Ontario	23 ERM State FFA Convention - Ontario	24 State FFA Convention - Ontario	25 Dept Meeting State FFA Travel Day?	26 Officer Meeting	27	28 PROM Regional FFA Meeting- ?? Clovis Field Day??
29	30 ERM *Chapter Degree Applications OUT* *District Advisory Meeting?*	31 State Manuscripts Due?				

APRIL 2026

APRIL 1 → APRIL 17 CAASPP TESTING??
Clovis Fd? Reedley FD?
Conference Registrations:
Fundraiser:

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 **Dept Meeting** Advisory Meeting Spring Fest	2 **Officer Meeting** Villa STEM Night (6pm- 7pm?)	3 No School Good Friday	4
5 Easter	6 No School	7 Officer Applications Due	8 **Dept Meeting** AgVenture- Tracy *(2 T & 12 S)* Lehfeldt- Gone	9 **Officer Meeting** Officer Interviews	10	11 Dinuba Field Day Clovis??
12	13 **ERM**	14	15 **Dept Meeting** **Food Sales Day Spring Fest (4pm-6pm)	16 **Officer Meeting** FFA Meeting w/Officer Election Monthly Activity State LDE Speaking Finals	17 Monthly Activity	18 Fresno Field Day
19	20 **ERM** Regional Awards Night- Modesto HS @ 6pm	21 Multicultural Week	22 **Dept Meeting** Multicultural Week	23 **Officer Meeting** Multicultural Week Meat Bird Pick Up	24 Multicultural Rally (Double 2nd)	25 Plant Sale
26	27 **ERM**	28 Sectional Meetings at EU. Interviews: 2:30 pm Meeting 4:30 *(1 T & 6 S)*	29 **Dept Meeting**	30 *Chapter Degree Applications DUE*		

May 2026

AP Testing May 4- May 15
Conference Registrations:
Fundraiser:

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1 Cal Poly (1 T & 16 S) OVERNIGHT Senior Breakfast 1st & 2nd Period	**2** Cal Poly
3	**4** ERM	**5**	**6** Dept Meeting	**7** Officer Meeting Banquet	**8** Senior Sunset (7pm-8:30 pm)	**9**
10 Mothers Day	**11** ERM	**12** Point Award Trip? (6 T & 60 S)	**13** Dept Meeting	**14** Officer Meeting	**15**	**16**
17	**18** ERM Yearbook Distribution Clearance Cards Out	**19** Point Award Trip? (6 T & 60 S)	**20** Dept Meeting Grad Nite??	**21** Officer Meeting FFA Meeting Monthly Activity Panda Express Fundraiser Grad Nite??	**22** Monthly Activity Senior Grades/Cards Due Senior Beach Day?	**23**
24 / **31**	**25** No School Memorial Day	**26** Point Award Trip? (6 T & 60 S)	**27** Dept Meeting Finals 1 & 2 Grad Nite??	**28** Officer Meeting Finals 1 & 2 Grad Nite??	**29** Finals 5 & 6 Last Day of School Grad Practice & Graduation	**30**

June 2026- TENTATIVE

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2 Officer Retreat	3 Officer Retreat	4 Officer Retreat	5	6 **AgFest-** Haul In Tack Skill Exhibit Drop Off
7 **Ag Fest-** Swine Haul In	8 **Ag Fest-** Swine Weigh In Sheep/Goat Haul In	9 **Ag Fest- Market** Swine- 11 am Sheep-8 am (4H 1st) Goat-10 am (4H 1st)	10 **Ag Fest- Showmanship** Swine- 11 am Sheep- 8 am (4H 1st) Goat-10 am (4H 1st) Poultry- 6am Haul In & Breeding Show-10am	11 **Ag Fest-** Swine Slap Branding Rabbit Haul in- 7am: Market 12 pm Showmanship 1 pm	12 **Ag Fest-** **5pm Award Ceremony**	13 AgFest Auction
14 Fathers Day	15	16	17	18	19	20
21 CATA Skills & Registration	22 CATA	23 CATA	24 CATA -Banquet	25 CATA- Regional Meeting, Session g & Skills	26	27
28	29	30				

JULY 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15 Change Makers Summit	16 Change Makers Summit	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

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Field Trip/ Field Day Lists

Date	Event	Teachers Going	Leave Time
9/27/2025	COLC	Farmer	
9/19/2025	Kid In A Box	Hepner	
9/24/2025	Opening/ Closing	Lehfeldt / Farmer/ Cabrera	
10/2//2025	GLC- Lodi	Farmer/ Nelson	
10/28/2025	AgVenture- Manteca	Lehfeldt / Farmer	
11/6/2025	Construction Trades Day	Petersen	
11/12/2025	Ag Career Summit	Farmer	
11/21-22/2025	CATA RoadShow	Lehfeldt / Farmer/ Cabrera/ Hepner/ Petersen/ Nelson	
1/12/2026	Lamb Pick Up	Farmer	
1/16-17/2026	MFE/ALA	Cabrera- Petersen-	
1/20/2026	Goat Pick Up & Educational Day	Cabrera / Farmer	
1/27-28/2026	Cooperating Teachers Conference	Hepner	
1/27/2026	Swine Pick Up & Educational Day	Lehfeldt / Farmer/	
2/3/2026	Regional Proficiency Scoring (8am)	Hepner	
2/4/2026	Sectional Speaking Contest	Cabrera / Farmer	
2/5/2026	Delta Trades Day?	Petersen	
2/7/2026	Arbuckle Field Day	Lehfeldt- Horse Petersen- Vet	
2/7/2026	Fresno Mid State Finals Field Day	Cabrera- Citrus	
2/10/2026	State Degree Scoring	Farmer	

Date	Event	Teachers Going	Leave Time
2/12/2026	World Ag Expo (Tulare)	Cabrera/ Nelson	
2/14/2026	Butte/ Chico Field Day	Cabrera- Nursery Petersen- Vet	
2/17/2026	State Proficiency Scoring	Hepner	
2/24-27/2026	SLE		
3/1/25	Golden State Field Day (Santa Rosa?)	Lehfeldt- Horse	
3/6//2026	Regional Speech Contest	Hepner / Cabrera	
3/7/2026	Le GrandField Day	Petersen- Vet	
3/7/2026	UC Davis Field Day	Lehfeldt- Horse Cabrera- Nursery Petersen- Vet	
3/7/2026	Reedley Field Day	Lehfeldt- Horse	
3/14/2026	MJC Field Day	Lehfeldt- Horse Cabrera- Nursery Petersen- Vet	
3/21- 24/2026	State FFA Convention (Ontario)	Farmer / Cabrera	
3/28/2026	Regional FFA Meeting	Nelson	
3/28//2026	Clovis Field Day	Lehfeldt- Horse Petersen- Vet	
4/2/2026	Villa STEM Night	Nelson	
4/8/2026	AgVenture- Tracy		
4/11/2026	Dinuba Field Day	Cabrera- Nursery Petersen- Vet	
4/16/2026	State Speaking Contest (Fresno)		
4/18/2026	Fresno Field Day	Lehfeldt- Horse Petersen- Vet	
4/20/2026	State Degree Ceremony	Farmer	
4/28/2026	Sectional FFA Meeting	Cabrera/ Nelson	

Date	Event	Teachers Going	Leave Time
5/1-2/2026	State Finals	Lehfeldt- Horse Cabrera- Nursery Petersen- Vet	
??	Point Awards Trip	Lehfeldt / Farmer/ Cabrera/ Hepner/ Petersen/ Nelson	
6/2-4/2026	Officer Retreat	Lehfeldt / Farmer/ Cabrera/ Hepner/ Petersen/ Nelson	
6/6-13/2026	Ag Fest	**6/6~Friday** - Lehfeldt/Cabrera/Farmer - Loading Truck/s **6/7~ Saturday** - Lehfeldt/Cabrera/Farmer - Haul in Tack (8am) **6/8~ Sunday** - Lehfeldt- Haul in Pigs (Truck and Trailer) (5am to 8am) **6/9 ~ Monday** - Cabrera/Farmer - Haul in Animals (Need Truck and Trailer) - Lehfeldt- Pig Weigh In **6/10- Tuesday** - Show Day 1 (Goats then Sheep) & Swine - Cabrera- Truck **6/11- Wednesday** - Show Day 2 (Goats then Sheep) & Swine - Hepner- Poultry Set Up w/ Haul In (Nelson) ? - Cabrera- Truck **6/12- Thursday** - Cabrera- Truck - Rabbits – self haul-in **6/13- Friday** - Cabrera- Truck **6/14- Saturday** -Auction - Cabrera- Truck?	
6/21-25/2026	CATA Summer Conference	Lehfeldt / Farmer/ Cabrera/ Hepner/ Petersen/ Nelson	

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 22, 2025
SUBJECT: **Ratify Agreement for Contract Services between 360 Degree Customer Inc. for a Behaviorist for Summer School June 9, 2025 – July 3, 2025**

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

RATIONALE: 360 Degree Customer Inc. is a company who is a leader in their field. They have bilingual and diverse mental health specialists who represent our student population and have proven success impacting student behaviors. They will provide one full-time Behaviorist, for a total of 6 hours daily beginning June 9, 2025. There is no cap on the number of students they can serve. They will respond to behavior situations that arise on campus. Services will not be limited to a specific number of students as long as the caseload is within the capacity of the Behaviorist. This request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: 360 Degree Customer Inc. will be paid $90.00 per hour, for 6 hours per day, for 18 days at a cost of $9,720.00. This will be funded through LCFF/LCAP.

RECOMMENDATION: Ratify Agreement for Contract Services between 360 Degree Customer Inc. for a Behaviorist for Summer School June 9, 2025 – July 3, 2025.

Prepared by: Mr. Mauricio Martin, Principal, Summer School at Kimball 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 108 hours @ 6 hours/day ( ) [X] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location Kimball High, 3200 Jaguar Run, Tracy.

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

   a. District shall pay $ 90.00 per [X] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $ 9,720.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District [ ] **SHALL** [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 $ 9,720.00 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, Maurcio Martin, at (209) 505-0036 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature — Title

010822463
IRS Identification Number

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

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 20, 2025
SUBJECT: **Approve Agreement for Contract Services between Valley Community Counseling Villalovoz Elementary for the 2025-2026 School Year**

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

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of support. which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. Villalovoz will contract with Valley Community Counseling to provide school-based mental health counseling for 1 additional school day in addition to services paid for by TUSD. This effort is in alignment with Strategic Goal #1 Tier 3 Intensive Support: 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 total cost for Valley Community Counseling services will not exceed $18,720. Services will be paid for using Title I funds.

RECOMMENDATION: Approve Agreement for Contract Services between Valley Community Counseling and Villalovoz Elementary School for the 2025-26 School Year.

Prepared by: Marji Baumann, Principal Villalovoz Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide school based mental health services 1 day per week in addition to the 4 days contracted by TUSD for the 2025-2026 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 234 _____( ) [x] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location Villalovoz Elementary.

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

   a. District shall pay $80 per [x] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $18,720. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on August 1, 2025, and shall terminate on June 30, 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, Marji Baumann, at (209) 830-3331 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Stacie Clark, LMFT41753 Digitally signed by Stacie Clark, LMFT41753 Date: 2025.05.20 07:35:46 -07'00'

Contractor Signature Title

94-2468972

IRS Identification Number

Deputy Director

Title

6707 Embarcadero Drive

Address

Stockton, CA 95219

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 10, 2025
SUBJECT: **Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees**

BACKGROUND:

CERTIFICATED RESIGNATION

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Abad, Christina Marie Teacher	GKES	06/30/2025	Personal
Bigler, Justin Teacher	WMS	06/30/2025	Personal
Brown, Athena Teacher	BES	06/30/2025	Accepted Position
Caffese, Renee Teacher	JES	06/30/2025	Personal
Crotts, Amy Teacher	AFES	06/30/2025	Accepted Position
Tacdol, Jessica Teacher	AFES	06/30/2025	Accepted Position

BACKGROUND: **CERTIFICATED RETIREMENTS**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Gasior, Carla Teacher	GKES	06/30/2025	Retirement
Sheehan, John Teacher	WMS	06/30/2025	Retirement

BACKGROUND: **CLASSIFIED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Nisbet, Tyler Food Service Warehouseman/Delivery Driver	DEC/ Food Services	5/13/2025	Personal

BACKGROUND: **COACH RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Sprecksel, Jennifer	SHS	5/31/25	Personal

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

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

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

BACKGROUND:	**MANAGEMENT/CLASSIFIED CONFIDENTIAL**
Nasello, Catherine	Wanda Hirsch Elementary School Principal (Replacement) LME 54, Step E - $169,317.00 Fund: 80% General, 20% ELOP

BACKGROUND:	**CERTIFICATED**
Barahona, Carla	West High School Art (Replacement) Class III, Step "A" 1 - $67,550.00 Fund: General
Brown, Athena	Bohn Elementary School K-3 Reading Support (New) Class VI, Step "B" 20 - $121,798.00 Fund: Targeted SES
Crotts, Amy	Central Elementary School K-3 Reading Support (New) Class VI, Step "B" 26 - $126,035.00 Fund: Targeted SES

Curbow, Kimberly	Villalovoz Elementary School Transitional Kindergarten (New) Class IV, Step "B" 4 - $75,445.00 Fund: General
Harman, Nicole	Art Freiler Elementary School 4th Grade (Replacement) Class VI, Step "B" 3 - $78,071.00 Fund: General
Lopez, Carmen	Jacobson Elementary School K-3 Reading Support (New) Class VI, Step "B" 16 - $113,741.00 Fund: Targeted SES
Ranadhir, Bhagyashree	Monte Vista Middle School Mathematics (Replacement) Class V, Step "B" 1 - $75,421.00 Fund: General
Tacdol, Jessica	North Elementary School K-3 Reading Support (New) Class VI, Step "B" 5 - $83,601.00 Fund: Targeted SES

BACKGROUND:	**CLASSIFIED**
June, Alina	Food Service Worker (Replacement) Villalovoz Elementary School Range 25, Step C - $21.60 per hour Funding: Child – Nutrition Program

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

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent for Business
DATE: May 20, 2025
SUBJECT: **Adopt Resolution No. 24-20 Authorizing Temporary Loans between Funds for the 2025/26 School Year**

BACKGROUND: The potential for cash flow deficiencies may create the need for a fund to temporarily borrow cash from other funds. Education Code Section 42603 authorizes such a loan. This Code Section reads:

> The governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

RATIONALE: It may be necessary from time to time to temporarily borrow moneys from other funds in order to satisfy current operating expenditures. Adoption of this resolution will provide administration with the authorization necessary to initiate a temporary loan between funds when necessary, thereby allowing administration to manage the district's cash in a fiscally prudent and responsible manner.

FUNDING: Funding requirements will vary with the amount borrowed and the prevailing interest rate.

RECOMMENDATION: Adopt Resolution No. 24-20 Authorizing Temporary Loans between Funds for the 2025/26 School Year.

Prepared by: Lori Nelson, Director, Financial Services

TRACY
UNIFIED SCHOOL DISTRICT

TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 24-20

AUTHORIZING THE DISTRICT TO TEMPORARILY TRANSFER MONEYS BETWEEN FUNDS AND ACCOUNTS AS ALLOWED UNDER EDUCATION CODE SECTION 42603

WHEREAS, Education code section 42603 authorizes the governing board of any school district to direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations; and

WHEREAS, any transfer shall be accounted for as a temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year; and

WHEREAS, borrowing shall occur only when the fund receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Tracy Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for the fiscal year 2025/26 to temporarily transfer funds between any and all funds provided that all transfers are approved by the Superintendent or his designee:

PASSED AND ADOPTED this 10th day of June 2025, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

_____ _____

President,
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 28, 2025
SUBJECT: **Approve the Award of Request for Proposal (RFP) for Non-Commodity Food and Non-Food Items for the 2025-2026 School Year**

BACKGROUND: Tracy Unified School District Food Services Department plans to purchase Food and Non-Food items valued at greater than $250,000.00 for the 2025-2026 school year; therefore, a bid is required to ensure compliance with the State and Federal purchasing guidelines. The deadline for the proposal was May 23, 2025, at 4:00 pm at the District Education Center.

RATIONALE: Approval of this agenda item gives authorization to the Director of Food Services to award Food and Non-Food items to ensure best value, lowest prices, and that the proposal meets all State and Federal Guidelines.

FUNDING: Funding for purchases is through the Food Services Department Budget, using Cafeteria Fund 13.

RECOMMENDATION: Approve the Award of Request for Proposal (RFP) for Non-Commodity Food and Non-Food Items for the 2025-2026 School Year.

Prepared by: Brandy Campbell, Director of Food Services

DAIRY PRODUCTS	Estimated Annual Usage	Pack	Size	Purchase Unit	Daylight	
Milk: Cases cannot exceed 50 cartons						
HOMOGENIZED, CHOCOLATE, GRADE A, FAT-FREE, CARDBOARD CONTAINER 1/2 PINT	775,000	50	8 OZ	CARTON	0.4210	$326,275.00
HOMOGENIZED, WHITE, GRADE A, 1%, CARDBOARD CONTAINER, 1/2 PINT	375,000	50	8 OZ	CARTON	0.4310	$161,625.00
Miscellaneous Dairy						
SOUR CREAM, LOW FAT	500	6	PINT	CASE	21.5000	$10,750.00
SOUR CREAM, LOW FAT	5	2	5#	CASE	23.9000	$119.50
						$498,769.50

2025-26 TRACY UNIFIED SCHOOL DISTRICT Fresh Milk Award Analysis	
EVALUATION CRITERIA (100 POINTS TOTAL)	DAYLIGHT
Customer Service/Past Experience (15 points)	**15**
Product Specifications (20 points)	**20**
Product Availability (30 points)	**30**
Cost (35 points)	**35**
TOTAL	**100**

FRESH PRODUCE	Pack	Size	Purchase Unit	Estimated Usage	GS		Sysco		Daylight		Ag Link		The Fruit Guys	
APPLE SLICES, FRESH, INDIVIDUAL BAGS TO EQUAL 1/2 CUP SERVING	100	2 OZ	CASE	750	24.73	18547.50	23.14	17355.00	27.25	20437.50	26.82	20115.00	60.76	45570.00
APPLES, FRESH, FUJI, GALA, GRANNY SMITH, RED DELICIOUS, GOLDEN DELICIOUS, 138 CT	1	40#	CASE	100	23.45	2345.00	27.93	2793.00	23.10	2310.00	28.06	2806.00	45.38	4538.00
APPLES, FRESH, FUJI, GALA, GRANNY SMITH, RED DELICIOUS, GOLDEN DELICIOUS, 198 CT	1	40#	CASE	100	23.45	2345.00	36.38	3638.00	23.10	2310.00	28.06	2806.00	41.73	4173.00
BANANA, CONVENTIONAL, 3-4 COLOR	1	40#	CASE	1000	19.49	19490.00	26.23	26230.00	22.80	22800.00	25.00	25000.00	41.82	41820.00
BANANA, CONVENTIONAL, 3-4 COLOR	1	10#	CASE	50	17.50	875.00	12.50	625.00	9.70	485.00			44.00	2200.00
BELL PEPPER, GREEN	1	5#	PKG	50	10.45	522.50	13.38	669.00	7.90	395.00	12.13	606.25	49.09	2454.50
BELL PEPPER, RED	1	5#	PKG	50	14.70	735.00	15.15	757.50	8.10	405.00	13.71	685.50	52.73	2636.50
BELL PEPPER, SWEET, MINI	1	12#	PKG	250	32.95	8237.50		0.00	23.80	5950.00		0.00	56.36	14090.00
BROCCOLI, CUT, FLORETS	4	3#	CASE	150	20.78	3117.00	26.79	4018.50	22.10	3315.00	19.83	2974.50	40.00	6000.00
BROCCOLI, CUT, FLORETS, IW	100	2 OZ	CASE	150	30.25	4537.50	40.48	6072.00	48.10	7215.00	46.98	7047.00	100.00	15000.00
CARROT, MATCH STICKS	4	5#	CASE	80	19.50	1560.00	27.51	2200.80	20.10	1608.00	52.05	4164.27	34.55	2764.00
CARROT, MINI PEELED PACKS, INDIVIDUAL BAGS TO EQUAL 1/2 CUP SERVING	100	2.6OZ	CASE	400	22.76	9104.00	23.13	9252.00	23.40	9360.00	25.62	10248.00	48.64	19456.00
CARROTS, BABY, BULK	8	5#	CASE	40	5.09	203.60	20.02	800.80	33.25	1330.00	50.02	2000.80	70.00	2800.00
CARROTS, SHREDDED	4	5#	CASE	80	4.70	376.00	17.70	1416.00	18.80	1504.00	17.39	1391.20	34.55	2764.00
CAULIFLOWER, FLORETS	4	3#	CASE	50	31.96	1598.00	20.45	1022.50	28.10	1405.00	26.29	1314.50	39.27	1963.50
CELERY, STICKS, 4"	4	5#	CASE	50	6.79	339.50	44.84	2242.00	29.80	1490.00	31.72	1586.00	52.73	2636.50
CELERY, STICKS, INDIVIDUAL BAGS TO EQUAL 1/2 CUP SERVING	50	3OZ	CASE	300	23.90	7170.00	30.29	9087.00	34.80	10440.00	25.26	7578.13	95.45	28635.00
CHILI, JALAPENO	1	1#	CASE	10	3.05	30.50	9.84	98.40	2.10	21.00			4.55	45.50
CHILI, JALAPENO	1	5#	CASE	30	15.25	457.50	9.84	295.20	8.10	243.00			14.55	436.50
COLESLAW, SHREDDED RED/GREEN/CARROT MIX	4	5#	CASE	25	16.30	407.50	19.74	493.50	15.80	395.00	12.63	315.75	43.64	1091.00
CUCUMBER, MINI, PERSIAN	1	20#	CASE	150	31.95	4792.50	38.83	5824.50	22.03	3304.50			54.55	8182.50
CUCUMBER, WHOLE, UNPEELED	1	5#	CASE	50	9.45	472.50	8.33	416.50	5.80	290.00			11.98	599.00
CUCUMBER, WHOLE, UNPEELED	1	36 CT	CASE	250	18.95	4737.50	17.14	4285.00	18.60	4650.00	25.56	6390.00	33.64	8410.00
GRAPES, INDIVIDUAL BAGS TO EQUAL 1/2 CUP SERVING	100	3 OZ	CASE	75	43.53	3264.75	48.46	3634.50	49.40	3705.00	61.31	4598.25	47.69	3576.75
GRAPES, LUNCH BUNCH	1	21#	CASE	100	28.70	2870.00	52.68	5268.00	34.40	3440.00	40.20	4020.00	50.82	5082.00
GRAPES, RED SEEDLESS	1	18#	CASE	25	27.50	687.50	46.98	1174.50	34.10	852.50	51.82	1295.55	58.09	1452.25
KIWI, WHOLE	1	20#	CASE	200	31.25	6250.00	53.87	10774.00	34.10	6820.00	30.50	6100.00	65.45	13090.00
LETTUCE, GREEN LEAF CROWNS, PRE-WASHED, 170 LEAVES	1	10#	CASE	100	21.25	2125.00	25.78	2578.00	21.90	2190.00	20.13	2013.00	42.73	4273.00
LETTUCE, ROMAINE, CHOPPED, PRE-WASHED	6	2#	CASE	550	18.45	10147.50	23.92	13156.00	19.10	10505.00	15.56	8558.00	38.18	20999.00
LETTUCE, SPRING MIX	1	3#	BAG	50	8.76	438.00	9.40	470.00	9.05	452.50	6.10	305.00	13.64	682.00
MANDARIN OR TANGERINES, LARGE	1	100 CT	CASE	450	27.99	12595.50	37.71	16969.50	23.90	10755.00	35.02	15760.71	57.82	26019.00
MELON, CANTALOUPE, WHOLE	1	9 CT	CASE	50	19.80	990.00	30.31	1515.50	22.10	1105.00	11.12	556.00	36.80	1840.00
MELON, HONEYDEW, WHOLE	1	4-6 CT	CASE	10	27.95	279.50	24.31	243.10	19.10	191.00	11.33	113.30	28.51	285.10
MELON, WATERMELON, SEEDLESS	1	40#	CASE	150	37.75	5662.50	41.54	6231.00	29.80	4470.00	18.55	2782.94	53.64	8046.00
NECTARINES, WHOLE, 64-72 CT	1	25#	CASE	150	25.95	3892.50	38.30	5745.00	24.10	3615.00	23.18	3477.00	53.00	7950.00
ONION, YELLOW, JUMBO	1	5#	CASE	25	6.95	173.75	6.65	166.25	5.10	127.50	2.37	59.20	50.00	1250.00
ORANGES, WHOLE, 138 CT	1	38#	CASE	100	25.50	2550.00	30.40	3040.00	23.10	2310.00	23.18	2318.00	54.87	5487.00
PEA, SUGAR SNAP	1	10#	BAG	10	41.59	415.90	37.66	376.60	24.50	245.00	84.88	848.80	49.64	496.40
PEACHES, YELLOW, SIZE 80	1	25#	CASE	100	25.95	2595.00	38.30	3830.00	24.80	2480.00	23.18	2318.00	58.18	5818.00
PEAR, RIPE, BARTLETT, RED BARTLETT, D'ANJOU, RED D'ANJOU, 110 CT	1	40#	CASE	100	33.95	3395.00	54.13	5413.00	43.10	4310.00	29.28	2928.00	63.33	6333.00
PLUM, PURPLE, RED, OR BLACK, SIZE 45 & 50, 2 IN DIAMETER	1	28#	CASE	100	30.70	3070.00		0.00	23.90	2390.00	24.40	2440.00	55.45	5545.00
PLUOTS, 150CT	1	25#	CASE	50	30.70	1535.00		0.00	25.90	1295.00	24.13	1206.50	63.05	3152.50
SALAD MIX, ROMAINE BLEND, BAG, TOSSED, FRESH	4	5#	CASE	100	19.70	1970.00	23.93	2393.00	19.80	1980.00	25.32	2532.00	45.45	4545.00
SPINACH, PRE-WASHED, PRE-CUT	4	2.5#	CASE	25	15.30	382.50	20.46	511.50	15.60	390.00	14.64	366.00	17.73	443.25
STRAWBERRIES, CLAMSHELL	8	1#	CASE	750	23.99	17992.50	22.26	16695.00	23.70	17775.00	20.74	15555.00	39.49	29617.50
TOMATO, 5X6, LOOSE	1	25#	CASE	20	21.95	439.00	24.14	482.80	22.90	458.00	42.00	840.00	47.18	943.60
TOMATOES, CHERRY	1	12 CT	CASE	100	29.70	2970.00	25.53	2553.00	18.60	1860.00	34.83	3483.00	43.33	4333.00
TOMATOES, GRAPE	1	10#	CASE	100	20.00	2000.00	19.33	1933.00	17.90	1790.00	28.48	2847.50	42.35	4235.00
				Totals		180692.50		204745.45		187174.50		184350.65		383759.85

2025-26 TRACY UNIFIED SCHOOL DISTRICT Fresh Produce Award Analysis					
EVALUATION CRITERIA (100 POINTS TOTAL)	GOLD STAR	SYSCO	DAYLIGHT FOODS	AG LINK	THE FRUIT GUYS
Customer Service/Past Experience (15 points)	5	10	15	15	15
Product Specifications (20 points)	20	15	20	10	20
Product Availability (30 points)	30	20	30	25	30
Cost (35 points)	35	25	30	25	15
TOTAL	**90**	**70**	**95**	**75**	**80**

Gold Star:
minus 10 points past experience, shorted deliveries and changing lead times

Sysco:
minus 5 points past experience, accounting errors
minus 5 points product specs, no bid on 3 items
minus 10 points product availability, 9 special order only items
minus 10 points cost

Daylight:
minus 5 points cost

Ag Link:
minus 10 points product specs, no bid on 7 items
minus 5 points product availability,
minus 10 points cost

The Fruit Guys:
minus 20 points cost

Grocery Items							Gold Star					Sysco					Clearbrook Farms				
VEGETABLES	Estimate Annual Usage	Pack	Size	Purchase Unit	Brand	Manufacturer's Product Code #	Price	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time Special Order (non-stocked)	Price	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time Special Order (non-stocked)	Price	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time Special Order (non-stocked)
Dry																					
HUMMUS, ORIGINAL, DIP CUP, SMALL	25	120	3 OZ	CASE	ZEE ZEES	A5000	[redacted]	409693			7 DAYS LEAD TIME	$ 65.74	7086364			18 DAYS					
HUMMUS, ORIGINAL, DIP CUP, LARGE	25	96	4.5 OZ	CASE	ZEE ZEES	A5050	[redacted]	410063			7 DAYS LEAD TIME	$ 66.84	7151987			18 DAYS					
POTATO PEARLS W/ VIT C, LOW SODIUM	30	12	26.5 OZ	CASE	BASIC AMERICAN FOODS	10426	[redacted]	403324			12 DAYS LEAD TIME	$ 75.62	0315335								
SALSA, DIP CUPS	150	84	3 OZ	CASE	RED GOLD	REDSC2ZC84	$ 37.12	404013			2 DAYS LEAD TIME	[redacted]	7002707								
Frozen																					
EDAMAME, SHELLED	40	6	2.5 #	CASE	SIMPLOT	10071179522768	[redacted]	102234			7 DAYS LEAD TIME	$ 62.95	9803883	Sysco Classic	12/2#						
ONION RING, BREADED, WG	20	175	2.69 OZ	CASE	TASTY BRANDS	33504	[redacted]	133801			7 DAYS LEAD TIME	$ 88.02	1580834			6 DAYS					
PEAS & CARROTS	350	1	20 #	CASE	CROWN POINT	11241	[redacted]	101482	READY FIX		7 DAYS LEAD TIME	$ 38.84	3959277	Sysco Reliance	30#						
PEAS, GREEN	50	1	20 #	CASE	CROWN POINT	11239	$ 23.84	101474	WORLDS FINEST		21 DAYS LEAD TIME	[redacted]	3533528	Sysco Reliance	30#						
POTATOES, STRAIGHT CUT FRIES, 3/8", SEASONSED	1000	6	5 #	CASE	MCCAIN FOODS	MCX03621	$ 40.44	149543	SIMPLOT		21 DAYS LEAD TIME	[redacted]	9714239								
POTATOES, TATER TOTS, REDUCED SODIUM	125	6	5 #	CASE	SIMPLOT	004189	[redacted]	149528			7 DAYS LEAD TIME	$ 51.03	7007549			11 DAYS					
GRAIN	Estimate Annual Usage	Pack	Size	Brand	Manufacturer's Product Code #		Price	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time Special Order (non-stocked)	Price	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time Special Order (non-stocked)	Price	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time Special Order (non-stocked)
Dry																					
CEREAL BOWL, CINNAMON CHEX, WG, GF	400	60	2 OZ	CASE	GENERAL MILLS	14883000	[redacted]	248631			2 DAYS LEAD TIME	$ 39.79	7072203								
CEREAL BOWL, CINNAMON TOAST CRUNCH, WG	800	60	2 OZ	CASE	GENERAL MILLS	14886000	[redacted]	248634			2 DAYS LEAD TIME	$ 39.79	7072170								
CEREAL BOWL, HONEY NUT CHEERIOS, WG, GF	900	60	2 OZ	CASE	GENERAL MILLS	18448000	[redacted]	253535			2 DAYS LEAD TIME	$ 39.79	7072190								
CEREAL BOWL, SHREDDED WHEAT, FROSTED, WG	200	48	2 OZ	CASE	POST	27149	[redacted]	240171			2 DAYS LEAD TIME	NO BID	NO BID								
CEREAL BOWL, SHREDDED WHEAT, STRAWBERRY, WG	200	48	2 OZ	CASE	POST	27162	[redacted]	240173			7 DAYS LEAD TIME	NO BID	NO BID								
[redacted]	300	100	2 OZ	CASE	ARANDA'S	AC1002	$ 30.23	TBD			14 DAYS LEAD TIME	NO BID	NO BID								
COOKIE, CHOCOLATE CHIP, MINI BITES	50	80	1.22 OZ	CASE	GRANDMA'S	66154	[redacted]	240244			7 DAYS LEAD TIME	$ 36.52	7021474								
[redacted]	600	1	350 CT	CASE	DRAGON	724455	$ 16.53	209840	C PACIFIC		7 DAYS LEAD TIME	$ 14.74	8230843			28 DAYS					
CRACKER, CHEEZITS, WG, IW	100	175	0.75 OZ	CASE	KELLOGG'S	24100-79263	[redacted]	203137			2 DAYS LEAD TIME	$ 37.12	2098269								
CRACKER, GOLDFISH, CHEDDAR WG, IW	20	300	0.75 OZ	CASE	PEPFARM	18105	[redacted]	200290			2 DAYS LEAD TIME	$ 72.81	6599405								
CRACKER, HONEY GRAHAM, WG, IW	750	150	0.78 OZ	CASE	KEEBLER	91822	[redacted]	203154			2 DAYS LEAD TIME	$ 23.37	2093213								
CRACKER, WHEAT, WG, IW	25	100	1.6 OZ	CASE	BACK TO BASICS	37401	[redacted]	203356			7 DAYS LEAD TIME	NO BID	NO BID								
GRANOLA, BAR, CHOCOLATE CHIP, WG, IW	500	96	0.84 OZ	CASE	QUAKER	31182	[redacted]	202861			12 DAYS LEAD TIME	$ 17.10	0643209			15 DAYS					
GRANOLA, BULK, OATS & HONEY	250	4	44 OZ	CASE	GENERAL MILLS	12772000	[redacted]	254516			14 DAYS LEAD TIME	$ 62.49	3660370	Nature Valley	108/1.5oz bars						
NOODLE, RAMEN CAKE, WG	50	72	2 OZ	CASE	WOODLES	11933	[redacted]	254937			14 DAYS LEAD TIME	NO BID	NO BID								
RICE KRISPIES TREATS, MINI, WG	100	600	0.42 OZ	CASE	KELLOGG'S	38000-14540	[redacted]	208213			2 DAYS LEAD TIME	$ 97.30	8487989								
Frozen																					
BAGELS, MINI, STRAWBERRY, WG, IW	100	72	2.43 OZ	CASE	GENERAL MILLS	38413	[redacted]	134813			2 DAYS LEAD TIME	$ 36.42	3282809								
BUN, HAMBURGER, 4", WG, FROZEN	1500	144	2 OZ	CASE			[redacted]	112952	GS Foods	144/2.07oz	2 DAYS LEAD TIME	$ 39.41	0360234	SHANNONS	144 / 1.8 OZ						
BUN, HAMBURGER, GLUTEN FREE, IW	5	24	3.2 OZ	CASE	UDI'S	80644	$ 32.68	140159			14 DAYS LEAD TIME	[redacted]	0758401								
COOKIE DOUGH, CHOCOLATE CHIP, WG	75	168	1.75 OZ	CASE	FAT CAT BAKERY	WGCCC168-AS	[redacted]	138751			7 DAYS LEAD TIME	$ 58.09	3483355			30 DAYS					
COOKIE, CHOCOLATE CHIP, WG, IW	1200	140	1.2 OZ	CASE	FAT CAT BAKERY	WGCCC1401SW	[redacted]	138516			7 DAYS LEAD TIME	$ 47.89	3381177			30 DAYS					
FRUDEL, APPLE-FILLED STRUDEL, WG, IW	500	72	2.29 OZ	CASE	GENERAL MILLS	127852	[redacted]	112999			2 DAYS LEAD TIME	$ 35.97	8162673								
MUFFIN, MINI, BANANA, WG, IW	75	90	1.9 OZ	CASE	DAVE'S	WG381	[redacted]	134181			2 DAYS LEAD TIME	$ 32.71	740031			33 DAYS					
PANCAKES, BLUEBERRY, WG, IW	200	80	3 OZ	CASE	THE MAX	94643-04443	[redacted]	141161			14 DAYS LEAD TIME	$ 42.70	0653604			25 DAYS					
ROLL, DINNER, WG, IW	750	120	2 OZ	CASE	SHANNON'S	SB-2000	[redacted]	140273			7 DAYS LEAD TIME	$ 45.99	3901388			15 DAYS					
ROLL, HOAGIE, WG	85	108	2.5 OZ	CASE	SHANNON'S	SB-822	$ 41.66	133927			7 DAYS LEAD TIME	[redacted]	1628415								

PROTEIN, M/MA	Estimated Annual Usage	Pack	Size	Purchase Unit	Brand	Manufacturer's Product Code #	Price	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time Special Order (non-stocked)	Price	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time Special Order (non-stocked)	Price	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time Special Order (non-stocked)
ROLLS, MINI CINNAMON, WG, IW	1200	72	2.29 OZ	CASE	PILLSBURY	33686	$ 36.44	113361			2 DAYS LEAD TIME	[redacted]	0139610								
TOAST, TEXAS GARLIC, RF, BULK, WG	500	120	1.31 OZ	CASE	BAKE CRAFTERS	1605	[redacted]	134558			7 DAYS LEAD TIME	$ 39.63	7838026								
[redacted]	400						$ 28.30	306797	Mi Rancho Whole Wheat	6/12ct	8 DAYS LEAD TIME	$ 33.72	7304394	DOS PISANOS	10 / 10 CT						
WAFFLE, BUTTERY MAPLE, WG, IW	200	96	2.4 OZ	CASE	ARLINGTON VALLEY FARMS	53363-00001	[redacted]	141470			2 DAYS LEAD TIME	NO BID	NO BID								
Dry																					
BEAN, DIP CUPS	50	96	4.5OZ	CASE	ZEE ZEES	A5750	[redacted]	252673			7 DAYS LEAD TIME	$ 66.84	7151990								
CHEESE, SAUCE CHEDDAR, BULK	75	6	106 OZ	CASE	LAND O LAKES	39945	$ 80.27	410080			7 DAYS LEAD TIME	[redacted]	7196024								
CHEESE, SAUCE CHEDDAR, DIP CUPS	75	140	3 OZ	CASE	LAND O LAKES	39911	[redacted]	403651			7 DAYS LEAD TIME	$ 86.01	7000927								
CHEESE, SAUCE WHITE, BULK	20	6	106 OZ	CASE	LAND O LAKES	39947	[redacted]	410082			7 DAYS LEAD TIME	$ 87.36	7196023			8 DAYS					
SUNFLOWER SEEDS, LIGHTLY SALTED, IW	100	150	1 OZ	CASE	SUNRICH	FG-1105050 / 1252553	[redacted]	200446			2 DAYS LEAD TIME	$ 45.05	7340525	Sunrich Honey Roasted	150/1.2oz						
TUNA, CHUNK LITE IN WATER, POUCH, REDUCED SODIUM	20	6	43 OZ	CASE	STARKIST	514540	[redacted]	239326			12 DAYS LEAD TIME	$ 70.65	4117498			8 DAYS					
Refrigerated																					
CHEESE, PARMESAN, GRATED	10	4	5 #	CASE	ARREZZIO	50	[redacted]	305576	PACKER LABEL		15 DAYS LEAD TIME	$ 56.40	4067033	Arrezio	2/5#						
CHEESE, STRING, LITE MOZZ	250	168	1 OZ	CASE	LAND O LAKES	59703	[redacted]	401174			10 DAYS LEAD TIME	$ 39.22	7063361								
EGGS, HARD COOKED, PEELED, CF	30	12	12 CT	CASE	MICHAEL FOODS	14616-60676-00	[redacted]	409724			10 DAYS LEAD TIME	$ 88.34	7199866	Wholesale Farms	12/12ct						
YOGURT, PARTFAITPRO, VANILLA, BULK	400	6	64 OZ	CASE	GENERAL MILLS	70470166322	[redacted]	300474			10 DAYS LEAD TIME	$ 29.14	6472502								
YOGURT, STRWBRY BLAST CRUSH CUP, FF	1000	48	4 OZ	CASE	DANNON COMPANY INC.	73463	[redacted]	300453			10 DAYS LEAD TIME	$ 12.48	8653952								
Frozen																					
BEEF, CHEESEBURGER, TWIN SLIDERS, WG, IW	175	75	4.35 OZ	CASE	INTEGRATED	470220	$ 112.32	406519			14 DAYS LEAD TIME	[redacted]	1766472								
[redacted]	300	2	5 #	CASE	TYSON	32040	$ 77.71	154407			20 DAYS LEAD TIME	$ 77.32	5981687			21 DAYS					
BEEF, PRETZEL DOG, WG, IW	150	60	4.66 OZ	CASE	MICHAEL B'S	PDB446	$ 90.98	134464			19 DAYS LEAD TIME	[redacted]	7027496								
BEEF, SLICED, SEASONED, FULLY COOKED	75	1	30 #	CASE	ADVANCE PIERRE	97870	[redacted]	TBD			20 DAYS LEAD TIME	$ 128.04	7377639	ADVANCE PIERRE	8 / 2.5 LB	21 DAYS					
TACO STICK W/ CHEESE, WG, IW	150	50	4.6 OZ	CASE	INTEGRATED	270019	[redacted]	400930			7 DAYS LEAD TIME	$ 41.01	6453908								
BREAKFAST, PIZZA, TURKEY SAUSAGE,WG, IW	75	100	3.2 OZ	CASE	TONY'S	63913	[redacted]	403948			7 DAYS LEAD TIME	$ 63.46	2795751								
BREAKFAST, SANDWICH, ENGLISH MUFFIN, EGG & CHEESE, WG, IW	75	108	3.45 OZ	CASE	TASTY BRANDS	73401	[redacted]	410620			2 DAYS LEAD TIME	$ 88.63	7214823			28 DAYS					
BREAKFAST, SANDWICH, PANCAKES & BEEF SAUSAGE, WG, IW	175	100	2.61 OZ	CASE	INTEGRATED	990120	[redacted]	143794			26 DAYS LEAD TIME	$ 98.80	7078583			35 DAYS					
BREAKFAST, SCRAMBLER, EGG & CHEESE, WG, IW	100	72	3.28 OZ	CASE	PILLSBURY	113924000	[redacted]	156407			19 DAYS LEAD TIME	$ 60.87	7333403			21 DAYS					
BURRITO, BEAN & CHEESE, GLUTEN FREE, IW	5	12	5.5 OZ	CASE	AMY'S	42272-00353-2	[redacted]	149810			12 DAYS LEAD TIME	$ 35.23	4289847			8 DAYS					
BURRITO, BEAN & CHEESE, GRILLED, WG, IW	300	72	7 OZ	CASE	TRUE NATURAL	9737-2	[redacted]	133918			7 DAYS LEAD TIME	NO BID	NO BID								
CHEESE, BITES, WG, IW	750	60	4 OZ	CASE	WILD MIKES	11113	[redacted]	409781			7 DAYS LEAD TIME	$ 80.65	7155843			22 DAYS					
CHEESE, BREADSTICKS, WG	250	100	4.2 OZ	CASE	BEACON STREET CAFE	73338	[redacted]	402127			2 DAYS LEAD TIME	$ 73.07	0807996								
CHEESE, ENCHILADAS, WG, IW	350	35	7.0 OZ	CASE	MICHAEL B'S	CCE12	[redacted]	406591			7 DAYS LEAD TIME	$ 59.31	7135689								
CHEESE, FRENCH BREAD, GARLIC, BULK, WG	800	60	4.29 OZ	CASE	TONY'S	78359	[redacted]	403487			7 DAYS LEAD TIME	$ 53.99	0664013			11 DAYS					
CHEESE, MACARONI, RF, RS, WG	500	6	5 #	CASE	LAND O LAKES	43274	[redacted]	403780			7 DAYS LEAD TIME	$ 82.74	7000904			8 DAYS					
CHEESE, PIZZA CRUNCHERS, WG	250	72	5.48 OZ	CASE	RICH'S	65225	[redacted]	401960			7 DAYS LEAD TIME	$ 84.70	8713350								
CHEESE, PULL APARTS, WG, IW	550	72	3.88 OZ	CASE	PILLSBURY	12317	[redacted]	143752			7 DAYS LEAD TIME	$ 113.78	9910626	Ardella's	108/4.1oz						
CHICKEN, CHUNK, WHOLE MUSCLE, BREADED, WG	700	1	30 #	CASE	GOLD KIST	7518	[redacted]	403671			2 DAYS LEAD TIME	$ 89.37	2420350			21 DAYS					
CHICKEN, DRUMSTICK, BREADED, WG	100	92	4.4 OZ	CASE	TYSON	666010	$ 96.70	405424			2 DAYS LEAD TIME	[redacted]	2746405								
CHICKEN, MANDARIN ORANGE JR, WG	1100	192	3.6 OZ	CASE	YANG'S	15555-5	[redacted]	403886			7 DAYS LEAD TIME	$ 151.48	2819973								
CHICKEN, PATTY, CRISPY, DILL, WHOLE MUSCLE, BREADED, WG	300	78	4.10 OZ	CASE	RICH CHICKS	13443	[redacted]	409746			2 DAYS LEAD TIME	$ 95.69	7140005			21 DAYS					
CHICKEN, PATTY, CRISPY, WHOLE MUSCLE, BREADED, WG	500	78	4.10 OZ	CASE	RICH CHICKS	13440	[redacted]	410242			2 DAYS LEAD TIME	$ 93.84	7170366			21 DAYS					
CHICKEN, PATTY, SPICY, WHOLE MUSCLE, BREADED, WG	700	120	3.75 OZ	CASE	TYSON	70312	$ 118.97	403682			2 DAYS LEAD TIME	[redacted]	2194474								
CHICKEN, TENDERS, CRISPY, WHOLE MUSCLE, BREADED, WG	600	120	4.14 OZ	CASE	TYSON	10703320928	$ 121.97	404684			7 DAYS LEAD TIME	[redacted]	2188045								
CHICKEN, TENDERS, GLUTEN FREE	5	2	5 #	CASE	BRAKEBUSH	5810	[redacted]	134325			7 DAYS LEAD TIME	$ 40.29	1960473			22 DAYS					

CHICKEN, TENDERS, HOT & SPICY, WHOLE MUSCLE, BREADED, WG	700	121	4.11 OZ	CASE	TYSON	70342	[redacted]	404685			2 DAYS LEAD TIME	$ 124.05	2189201			12 DAYS					
DUMPLINGS, CHICKEN AND VEGETABLE, WG	50	136	3 PCS	CASE	CHEF ONE	60585	[redacted]	141458			2 DAYS LEAD TIME	$ 65.76	7111727								
DUMPLINGS, VEGETABLE, WG	50	133	3 PCS	CASE	CHEF ONE	66970	[redacted]	149761			15 DAYS LEAD TIME	$ 65.76	7243214								
ICE CREAM CUP, CHOCOLATE & VANILLA SWIRL	5000	24	3 OZ	CASE	RICH'S ICE CREAM	0-75455-36922-4	NO BID	NO BID			DAYS LEAD TIME	[redacted]	NEW ITEM / MFG 36922			21 DAYS					
PIZZA, 16", CHEESE, PRIMO, WG	650	72	5.18 OZ	CASE	BIG DADDY	78637	[redacted]	403783			2 DAYS LEAD TIME	$ 75.35	2607824								
PIZZA, 16", PEPPERONI, PRIMO, WG	1000	72	5.18 OZ	CASE	BIG DADDY	78638	[redacted]	403833			2 DAYS LEAD TIME	$ 77.99	2728238								
PIZZA, 4" ROUND, CHEESE, WG, IW	275	72	4.46 OZ	CASE	TONY'S	78366	[redacted]	403232			2 DAYS LEAD TIME	$ 64.88	0748531								
PIZZA, WEDGE, CHEESE, WG, IW	800	90	5.49 OZ	CASE	WILD MIKES	90501	$ 99.19	403892			7 DAYS LEAD TIME	[redacted]	0615189								
PIZZA, WEDGE, PEPPERONI, WG, IW	800	90	5.5 OZ	CASE	WILD MIKES	90500	$ 103.00	403916			7 DAYS LEAD TIME	[redacted]	7168166								
POLLOCK, BUFFALO, BREADED, WG	150	40	3 OZ	CASE	TRIDENT	429077	[redacted]	410029			20 DAYS LEAD TIME	$ 39.04	7156217			23 DAYS					
POLLOCK, NACHO CHEESE, BREADED, WG	500	40	3 OZ	CASE	TRIDENT	429078	[redacted]	410010			20 DAYS LEAD TIME	$ 41.72	7155185			23 DAYS					
SANDWICH, GRILLED CHEESE, RF, WG, IW	100	72	4.19 OZ	CASE	INTEGRATED	108000	[redacted]	406104			2 DAYS LEAD TIME	$ 71.49	7030518			35 DAYS					
SANDWICH, SOY BUTTER & JELLY, WG, IW	2000	40	4.6 OZ	CASE	ALBIE'S	608	$ 48.86	134776			2 DAYS LEAD TIME	[redacted]	2850463								
TAMALE, CHICKEN, RED SAUCE, WG	500	48	5 OZ	CASE	DEL REAL	767	[redacted]	138025			7 DAYS LEAD TIME	$ 59.11	3822424								
TAMALE, CHEESE AND CHILI, WG	50	72	5 OZ	CASE	MICHAEL B'S	TC12	[redacted]	406857			7 DAYS LEAD TIME	$ 93.09	8917959								
TAQUITOS, CHICKEN, WG, IW	25	50	4.7 OZ	CASE	MICHAEL B'S	CTB43W	[redacted]	113678			7 DAYS LEAD TIME	$ 63.56	7027487			15 DAYS					
TURKEY, BACON, SLICED, FULLY COOKED	40	12	50 CT	CASE	JENNIE-O	271106	$ 107.21	400978			7 DAYS LEAD TIME	[redacted]	5654425								
TURKEY, SHREDDED & GRAVY	50	112	4 OZ	CASE	JENNIE-O	2847-28	$ 106.44	400984			7 DAYS LEAD TIME	[redacted]	7067628								
VEGETARIAN, BURGER PATTY, GRILLER	125	48	2.5 OZ	CASE	MORNINGSTAR (KELLOGG'S)	28989-10409	[redacted]	144043			7 DAYS LEAD TIME	$ 37.94	2324978								
VEGETARIAN, CHILI, 3-BEAN	125	120	4 OZ	CASE	JTM	5383	$ 65.63	403993			7 DAYS LEAD TIME	[redacted]	3943600								
VEGETARIAN, KICKIN' PATTIES	25	2	5 #	CASE	REBELLYOUS FOODS	KPFC21	$ 38.37	149612			20 DAYS LEAD TIME	[redacted]	7215319								
VEGETARIAN, KICKIN' PATTIES, SPICY	25	2	5 #	CASE	REBELLYOUS FOODS	KPFC22	[redacted]	156414			20 DAYS LEAD TIME	$ 45.74	7352940			8 DAYS					
VEGETARIAN, KICKIN' TENDERS	300	2	5 #	CASE	REBELLYOUS FOODS	KTFC21	[redacted]	149613			7 DAYS LEAD TIME	$ 40.02	7215321								
YOGURT, SMOOTHIE, MANGO PINEAPPLE	750	48	7.6 OZ	CASE	BARFRESH	TGMPY48	[redacted]	144561			7 DAYS LEAD TIME	$ 49.47	7232882		50/7.6oz						
YOGURT, SMOOTHIE, STRAWBERRY BANANA	750	48	7.6 OZ	CASE	BARFRESH	TGSBY48	[redacted]	143817			7 DAYS LEAD TIME	$ 49.47	7232959		50/7.6oz						
BEVERAGES	*Estimate Annual Usage*	*Pack*	*Size*	*Purchase Units*	*Brand*	*Manufacturer's Product Code #*	*Price*	*Distributor's Product Code #*	*Brand Bid (if different from Spec)*	*Pack Size Bid (if different from Spec)*	*Lead Time Special Order (non-stocked)*	*Price*	*Distributor's Product Code #*	*Brand Bid (if different from Spec)*	*Pack Size Bid (if different from Spec)*	*Lead Time Special Order (non-stocked)*	*Price*	*Distributor's Product Code #*	*Brand Bid (if different from Spec)*	*Pack Size Bid (if different from Spec)*	*Lead Time Special Order (non-stocked)*
JUICE, 100% FRUIT, APPLE	7500	40	4.23 OZ	CASE	SUNCUP	400305	$ 8.43	239171			14 DAYS LEAD TIME	[redacted]	3902978				$7.48	400305	Bid As Spec'd	Bid As Spec'd	7 Day's
[redacted]	4000	40	4.23 OZ	CASE	SUNCUP	402300	$ 8.43	248411			14 DAYS LEAD TIME	$ 7.39	7202792			14 DAYS	$7.48	402300	Bid As Spec'd	Bid As Spec'd	7 Day's
JUICE, 100% FRUIT, FRUIT PUNCH	7500	40	4.23 OZ	CASE	SUNCUP	400805	$ 8.43	249239			14 DAYS LEAD TIME	[redacted]	3903038				$7.48	400805	Bid As Spec'd	Bid As Spec'd	7 Day's
JUICE, 100% FRUIT, ORANGE TANGERINE	3500	40	4.23 OZ	CASE	SUNCUP	402405	$ 8.43	249258			14 DAYS LEAD TIME	[redacted]	4193837				$7.48	402405	Bid As Spec'd	Bid As Spec'd	7 Day's
[redacted]	7000	40	4.23 OZ	CASE	SUNCUP	402600	$ 8.43	248410			14 DAYS LEAD TIME	$ 7.39	7061810			14 DAYS	$7.48	402600	Bid As Spec'd	Bid As Spec'd	7 Day's
JUICE, 100% FRUIT, VERY BERRY	4000	40	4.23 OZ	CASE	SUNCUP	402505	$ 8.43	249259			14 DAYS LEAD TIME	[redacted]	3903048				$7.48	402505	Bid As Spec'd	Bid As Spec'd	7 Day's
MILK, CHOCOLATE, FF, SHELF STABLE	10	27	8 OZ	CASE	GOSSNER	950010	[redacted]	203029			14 DAYS LEAD TIME	NO BID	NO BID								
MILK, WHITE, 1%, SHELF STABLE	50	27	8 OZ	CASE	GOSSNER	947130	[redacted]	203000			14 DAYS LEAD TIME	NO BID	NO BID								
MILK, WHITE, FAT FREE, SHELF STABLE	5	27	8 OZ	CASE	GOSSNER	950050	[redacted]	203476			14 DAYS LEAD TIME	NO BID	NO BID								
SOYMILK, CHOCOLATE, ORG SMART	10	24	8 OZ	CASE	KIKKOMAN	06185	$ 23.30	207888			14 DAYS LEAD TIME	[redacted]	7002197								
SOYMILK, VANILLA, ORG SMART	20	24	8 OZ	CASE	KIKKOMAN	06184	[redacted]	207889			14 DAYS LEAD TIME	$ 20.64	7002196								
WATER, SPRING SMALL	25	60	8 OZ	CASE	CRYSTAL GEYSER	60021	[redacted]	200181			20 DAYS LEAD TIME	$ 18.83	9901145								
DRESSINGS/OILS/CONDIMENTS	*Estimate Annual Usage*	*Pack*	*Size*	*Purchase Unit*	*Brand*	*Manufacturer's Product Code #*	*Price*	*Distributor's Product Code #*	*Brand Bid (if different from Spec)*	*Pack Size Bid (if different from Spec)*	*Lead Time Special Order (non-stocked)*	*Price*	*Distributor's Product Code #*	*Brand Bid (if different from Spec)*	*Pack Size Bid (if different from Spec)*	*Lead Time Special Order (non-stocked)*	*Price*	*Distributor's Product Code #*	*Brand Bid (if different from Spec)*	*Pack Size Bid (if different from Spec)*	*Lead Time Special Order (non-stocked)*
[redacted]	10	4	1 GAL	CASE	T. MARZETTI	80508	$ 67.54	253707			20 DAYS LEAD TIME	$ 68.49	5455019			18 DAYS					
[redacted]	40	4	1 GAL	CASE	T. MARZETTI	83796	$ 56.14	253963			19 DAYS LEAD TIME	$ 52.07	2716763			18 DAYS					
GRAVY MIX, ROASTED CHICKEN, LS, WG	10	6	14 OZ	CASE	PIONEER	212645	[redacted]	248699			19 DAYS LEAD TIME	$ 32.59	2110902			15 DAYS					
[redacted]	5	4	1 GAL	CASE	RICH IN ALL	503	$ 37.51	248716			19 DAYS LEAD TIME	$ 64.47	3716685	Kraft							

OIL, OLIVE EXTRA VIRGIN	5	3	1 GAL	SPLITCASE	ARREZZIO	01131	$ 28.57	249235	PACKER LABEL	3 L	19 DAYS LEAD TIME		5846714									
OIL, SESAME, BLENDED	5	4	1 GAL	CASE	JADE MOUNTAIN CLASSIC	1800500044	$ 127.38	248666	C PACIFIC		15 DAYS LEAD TIME		3300050									
OIL, VEGETABLE	5	6	1 GAL	CASE	AVO	V1128		210233			14 DAYS LEAD TIME	$ 53.27	4119061			15 DAYS						
PACKETS, BBQ SAUCE	650	200	12 GM	CASE	KRAFT HEINZ	533802	$ 14.79	254024	FOUR IN ONE		19 DAYS LEAD TIME		4889507									
PACKETS, HOT SAUCE	200	500	7 GM	CASE	TAPITO	77885-00193	$ 37.47	202268			7 DAYS LEAD TIME		5032149									
PACKETS, KETCHUP STANDARD	600	1000	9 GM	CASE	KRAFT HEINZ	984800	$ 23.02	405304			7 DAYS LEAD TIME		4136768									
PACKETS, MAYONNAISE	400	200	9 GM	CASE	PPI	21570	$ 12.22	201892			7 DAYS LEAD TIME		5786942									
PACKETS, MUSTARD	40	200	5.5 GM	CASE	PPI	05380	$ 12.99	251281	FOUR IN ONE		19 DAYS LEAD TIME		4394417									
PACKETS, RANCH, BUTTERMILK DRESSING	1700	200	12 GM	CASE	PPI	53310		201896	PPI 22810		7 DAYS LEAD TIME	$ 16.20	5112735	Sysco Classic	200/12g							
PACKETS, TAJIN SEASONING, LOW SODIUM	125	1000	0.035 OZ	CASE	TAJIN	28805		209157			7 DAYS LEAD TIME	$ 58.67	7011742									
PACKETS, TARTAR SAUCE	25	200	12 GM	CASE	PPI	7160374381000		253419			14 DAYS LEAD TIME	$ 56.34	4460705	Sysco House Recipe	500/12g							
PICKLES, DILL, 1/8"	125	4	1 GAL	CASE	KRUGER	KR11811		249294	MRS KLEIN PICKLE		7 DAYS LEAD TIME	$ 35.60	7063304									
POUCHES, CHIPOTLE RANCH	50	60	1.5 OZ	CASE	T. MARZETTI	81299		208262			14 DAYS LEAD TIME	$ 19.83	3895966									
POUCHES, CREAMY CAESAR DRESSING	75	60	1.5 OZ	CASE	T. MARZETTI	82000		201614			14 DAYS LEAD TIME	$ 19.72	5686860									
POUCHES, RANCH	75	120	1.5 OZ	CASE	T. MARZETTI	81992		201612			14 DAYS LEAD TIME	$ 49.59	5274899									
SAUCE, BBQ	5	4	1 GAL	CASE	T. MARZETTI	83030		249434			14 DAYS LEAD TIME	$ 53.61	1278207									
SAUCE, TERIYAKI	25	6	4.9 #	CASE	NIPPON SHOKKEN	00003		239365			7 DAYS LEAD TIME	NO BID	NO BID									
SAUCE, TIKKA MASALA	10	2	4 #	CASE	MONSOON KITCHENS	PMK3002		139785			7 DAYS LEAD TIME	$ 34.11	7184242			21 DAYS						
SEASONINGS/COOKING INGREDIENTS/MIS	Estimate Annual Usage	Pack	Size	Purchase Unit	Brand	Manufacturer's Product Code #	Price	Distributor Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time Special Order (non-stocked)	Price	Distributor Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time Special Order (non-stocked)	Price	Distributor Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time Special Order (non-stocked)	
GARLIC GRANULATED	5	1	7 #	EACH	TAMPICO	80162	$ 61.62	209684	PACIFIC SPICE		7 DAYS LEAD TIME		3492602	Sysco	3/6.5#							
GARLIC POWDER	5	1	1 #	EACH	TAMPICO	80163	$ 12.74	202040	PACIFIC SPICE		15 DAYS LEAD TIME		5239629	Sysco	3/5.25#							
GARLIC, MINCED IN JAR	5	6	32 OZ	EACH	PACKER	8550337		254719	BADIA		15 DAYS LEAD TIME	$ 39.82	8550337									
GINGER, PUREE	5	6	32 OZ	CASE	ARREZZIO	195036	$ 80.28	306275	TULKOFF		15 DAYS LEAD TIME		7127699									
ONION POWDER	5	1	1 #	EACH	TAMPICO	80159	$ 10.69	202052	PACIFIC SPICE	1.25LB	7 DAYS LEAD TIME		5229125	Sysco	6/20oz							
ONION, DEHYDRATED CHOPPED	5	6	3 #	CASE	MCCORMICK	979614	$ 104.81	248398			15 DAYS LEAD TIME		7702448									
PAN COATING, AEROSOL	35	6	21 OZ	CASE	VEGALENE	22021		202094	VEGALENE	6/14OZ	12 DAYS LEAD TIME	$ 34.11	7184242			21 DAYS						
PAPRIKA, GROUND	5	6	1 #	EACH	SYSCO CLASSIC	974086	$ 33.04	248399	SPICE CLASSIC		15 DAYS LEAD TIME		5236674									
PARSLEY, DRIED	5	1	10 OZ	EACH	TAMPICO	80076	$ 16.20	202012	PACIFIC SPICE	12OZ	10 DAYS LEAD TIME		5229265	Sysco	3/10oz							
PEPPER, BLACK GROUND	5	1	5 #	CASE	TAMPICO	80218	$ 44.92	202016			10 DAYS LEAD TIME		5935689	Sysco	3/5#							
SALT, GRANULATED IODIZED	5	1	25 #	SK	SYSCO CLASSIC	100012377	$ 15.26	200560	PACKER LABEL		10 DAYS LEAD TIME		4540373									
SEASONING, ITALIAN, CRUSHED	5	1	2 #	EACH	TAMPICO	80112	$ 7.77	202080	PACIFIC SPICE	6OZ	10 DAYS LEAD TIME		5913447	Sysco	3/1.75#							
SEASONING, SALT-FREE	5	6	20 OZ	CASE	LAWRY'S	2150080606		209312			15 DAYS LEAD TIME	$ 98.57	4982963									
SEASONING, TACO MIX, NO MSG	40	6	9 OZ	CASE	SPICE CLASSICS	932715		208305			15 DAYS LEAD TIME	$ 23.21	4069217	Lawry's	6/9oz							
SOUP BASE, VEGETABLE, LS	5	6	1 #	CASE	MINOR'S/NESTLE	0074826057067	$ 56.23	306229			12 DAYS LEAD TIME		5814397									
SUGAR GRANULATED	5	1	25 #	SK	SYSCO CLASSIC	401490	$ 21.74	210297	C&H SUGAR		10 DAYS LEAD TIME		5087572									
SUGAR, LIGHT GOLDEN BROWN	5	1	25 #	SK	SYSCO CLASSIC	404347	$ 26.47	210294	C&H SUGAR		10 DAYS LEAD TIME		1854694									
VINEGAR, APPLE CIDER -50 GRAIN	5	4	1 GAL	CASE	LANGLOIS COMPANY	524		209540			5 DAYS LEAD TIME	$ 35.37	4069373	Sysco								
VINEGAR, WHITE DISTILLED 50 GRAIN	5	4	1 GAL	CASE	SYSCO CLASSIC	911123		210234	AVO		14 DAYS LEAD TIME	$ 17.70	4113049									

Awarded Item =

2025-26 TRACY UNIFIED SCHOOL DISTRICT Grocery Items Award Analysis			
EVALUATION CRITERIA (100 POINTS TOTAL)	GOLDSTAR	SYSCO	CLEARBROOK FARMS
Customer Service/Past Experience (15 points)	**5**	**10**	**15**
Product Specifications (20 points)	**20**	**20**	**5**
Product Availability (30 points)	**30**	**30**	**5**
Cost (35 points)	**35**	**35**	**30**
TOTAL	**90**	**95**	**55**

Gold Star:
minus 10 points past experience, shorted deliveries and changing lead times

Sysco:
minus 5 points past experience, accounting errors

Clearbrook Farms:
minus 20 points product specs, only bid 7 of 265 line items
minus 30 points product availability, full truckload minimum required
minus 5 points cost

Awarding multiple line items to each:
Gold Star
Sysco

CHEMICALS	Estimate Annual Usage	Pack	Size	Purchase Unit	Brand	Manufacturer's Product Code #	Price	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time Special Order (non-stocked)	Price	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time Special Order (non-stocked)
DAWN, PROFESSIONAL MANUAL POT & PAN LIQUID DETERGENT, CONCENTRATED	30	4	1 GAL	CASE	DAWN	57445	$ 28.62	TBD	INTERCON CHEMICAL	4CT	21 DAYS LEAD TIME		1781224			
DELIMER CLINGING LIME-A-WAY	5	6	32 OZ	CASE	ECOLAB	6115210	NO BID	NO BID					6103311			
DELIMER CLINGING LIME-A-WAY, CONCENTRATED	5	4	1 GAL	CASE	ECOLAB	6101131	NO BID	NO BID					3976277			
DETERGENT MACH SOLID METAL PRO	10	4	8 #	CASE	ECOLAB	6110751	NO BID	NO BID					5426283			
DETERGENT MACH SOLID POWER XL	5	4	9 #	CASE	ECOLAB	6100185	NO BID	NO BID					8265585			
OVEN CLEANER, GREASE LIFT	5	6	32 OZ	CASE	ECOLAB	6129777	$ 28.22	TBD	INTERCON CHEMICAL	6CT	21 DAYS LEAD TIME		5883574			
OVEN CLEANER, SPECIALITY, RTU	10	1	2.5 GAL	CASE	ECOLAB	6100704	NO BID	NO BID					3031880			12 DAYS
OVEN RINSE, SPECIALITY, RTU	5	1	2.5 GAL	CASE	ECOLAB	6100705	NO BID	NO BID					3031834			12 DAYS
RINSE AID, DISHMACHINE, HEAVY DUTY, TRUPOWER	15	4	1 GAL	CASE	ECOLAB	6102448	NO BID	NO BID					7236541			12 DAYS
RINSE AID LOWTEMP ULTRADRY	5	1	4.5 GAL	CASE	ECOLAB	6115172	NO BID	NO BID					5061247			
SANITIZER MACH LOWTEMP ULTRA	5	1	5 GAL	CASE	ECOLAB	6113961	NO BID	NO BID					5061239			
SANITIZER TABLET QUAT-TAB100CT	75	6	100 CT	CASE	STERAMN	6-Q	NO BID	NO BID					5256670			
STAINLESS STEEL CLEANER AND POLISH, KEYSTONE SATIN SHINE AEROSOL	5	6	16 OZ	CASE	KEYSTONE	6100430	$ 44.26	TBD	INTERCON CHEMICAL	6CT	21 DAYS LEAD TIME		8894167			
TOWEL WIPE SANI-HAND SANITIZNG	5	6	300 CT	CASE	NICEPAK	P92084	NO BID	NO BID					7930783			
WINDOW GLASS CLEANER	5	4	32 OZ	CASE	KEYSTONE	6100067	$ 24.71	TBD	INTERCON CHEMICAL	6CT	21 DAYS LEAD TIME		7682790			

2025-2026 TRACY UNIFIED SCHOOL DISTRICT Chemical Award Analysis		
EVALUATION CRITERIA (100 POINTS TOTAL)	GOLD STAR	SYSCO
Customer Service/Past Experience (15 points)	**5**	**10**
Product Specifications (20 points)	**5**	**20**
Product Availability (30 points)	**15**	**30**
Cost (35 points)	**35**	**35**
TOTAL	**60**	**95**

Gold Star:
minus 10 points past experience, shorted deliveries and changing lead times
minus 15 points product specs, only responded to 4/15 items
minus 15 points product availbility, items quoted all special order

Sysco:
minus 5 points past experience, accounting errors

PAPER	Estimated Annual Usage	Pack	Size	Purchase Unit	Brand	Manufacturer's Product Code #	Gold Star		P&R		Sysco		Interboro Packaging	
ANTIBACTERIAL THERMOMETER PROBE WIPE	50	1	1000	CASE	DIAMOND	F2449PKT	NO BID		$ 16.50	$ 825.00	$ 9.07	$ 453.50	NO BID	
BAG, BUN PAN COVERS, 27X37	10	1	200	ROLL	HANDGARDS	303679979	$ 17.54	$ 175.40	$ 11.40	$ 114.00	$ 15.55	$ 155.50	$ 17.82	$ 178.20
BAG, BUN PAN RACK COVER, HIGH DENSITY, 6 MIL, 52" x 80"	60	1	50	CASE	HANDGARDS	303679971	$ 12.36	$ 741.60	$ 11.05	$ 663.00	$ 15.51	$ 930.60	$ 12.72	$ 763.20
BAG, FREEZER, 1 GALLON	20	1	250	CASE	FOOD HANDLER	20FH60FH	$ 37.49	$ 749.80	$ 10.10	$ 202.00	$ 53.60	$ 1,072.00	NO BID	
BAG, HOT DOG, 3 1/2" x 1 1/2" x 8 1/2"	10	2	1000	CASE	CALIFORNIA PAPER BAG	9HPBAG	$ 50.47	$ 504.70	$ 27.10	$ 271.00	$ 48.54	$ 485.40	NO BID	
BAG, PAPER, BROWN, #8	100	1	500	CASE	VICTORIA BAY	VB8SO8	$ 15.08	$ 1,508.00	$ 10.35	$ 1,035.00	$ 17.83	$ 1,783.00	NO BID	
BAG, SADDLE, DELI, 7x10	5	1	2000	CASE	ELKAY	DP0710	NO BID		$ 12.40	$ 62.00	NO BID		$ 29.82	$ 149.10
BOWL, BLACK, ROUND, 20 OZ	50	6	84	CASE	VICTORIA BAY	VBBWP20B	$ 75.52	$ 3,776.00	$ 41.05	$ 2,052.50	NO BID		NO BID	
BOXES, CHINESE TAKEOUT STYLE, PAGODA, NO METAL HANDLE, 16 OZ	150	1	500	CASE	GOLDEN WEST	16FPPMW	$ 50.79	$ 7,618.50	$ 31.25	$ 4,687.50	NO BID		NO BID	
CHOPSTICKS, BAMBOO, IN SLEEVE	10	1	1000	CASE	KARI-OUT	1100200	NO BID		$ 16.90	$ 169.00	NO BID		NO BID	
CONTAINER, CLAMSHELL, HINGED, CLEAR, 49 oz	15	1	200	CASE	PACTIV	YCI81120	NO BID		$ 36.48	$ 547.20	NO BID		NO BID	
CONTAINER, CLAMSHELL, HINGED, CLEAR, 3 COMP.	20	1	200	CASE	PACTIV	YCI81123	NO BID		$ 36.48	$ 729.60	NO BID		NO BID	
CONTAINER, CLAMSHELL, HINGED, CLEAR, 8"	40	2	125	CASE	SOL-PAK	CHC8X1	NO BID		$ 53.00	$ 2,120.00	NO BID		NO BID	
CONTAINER, CLAMSHELL, HINGED, CLEAR, 8" X 2.25" (wrap)	150	2	125	CASE	PACTIV	YCI81048	NO BID		$ 82.43	$ 12,364.50	NO BID		NO BID	
CONTAINER AND LID, RECTANGULAR, BLACK, 16 OZ	20	1	150	CASE	VICTORIA BAY	VBPPREC16	NO BID		$ 16.00	$ 320.00	NO BID		NO BID	
CONTAINER AND LID, RECTANGULAR, BLACK, 24 OZ	150	1	150	CASE	VICTORIA BAY	VBPPREC24	NO BID		$ 18.90	$ 2,835.00	NO BID		NO BID	
CUP, COLD, COMPOSTABLE, 8OZ	20	1	1000	CASE	WORLD CENTRIC	CU-SU-8	NO BID		$ 62.35	$ 1,247.00	NO BID		NO BID	
CUP, PARFAIT, 12 OZ	50	20	50	CASE	VICTORIA BAY	COBVG12CFS	NO BID		$ 27.85	$ 1,392.50	NO BID		NO BID	
CUP, PORTION, CLEAR, PLASTIC, 5.5 OZ	10	1	2500	CASE	VICTORIA BAY	VB550PC	NO BID		$ 24.90	$ 249.00	$ 38.30	$ 383.00	NO BID	
FOIL, ALUMINUM, FOOD SERVICE WRAP, 18"X1000'	20	1	1 roll	ROLL	VICTORIA BAY	11803	$ 43.18	$ 863.60	$ 43.50	$ 870.00	$ 44.47	$ 889.40	NO BID	
FOIL WRAP, CHECK BLUE, 10.5X14	25	1	2000	CASE	VICTORIA BAY	VB844	$ 115.62	$ 2,890.50	$ 62.09	$ 1,552.25	NO BID		NO BID	
FOIL WRAP, CHECK GREEN, 10.5X14	25	1	2000	CASE	VICTORIA BAY	VB845	$ 86.43	$ 2,160.75	$ 62.09	$ 1,552.25	NO BID		NO BID	
FOIL WRAP, CHECK RED, 10.5X14	25	1	2000	CASE	VICTORIA BAY	VB842	NO BID		$ 62.09	$ 1,552.25	NO BID		NO BID	
FOIL WRAP, CHECK YELLOW, 10.5X14	25	1	2000	CASE	VICTORIA BAY	VB828	$ 86.43	$ 2,160.75	$ 62.09	$ 1,552.25	NO BID		NO BID	
FOIL WRAP, MEXIWRAP, 10.5 X 14	40	1	2000	CASE	VICTORIA BAY	VB028	NO BID		$ 62.09	$ 2,483.60	NO BID		NO BID	
FOIL WRAP, PLAIN, 10.5X14	25	1	2000	CASE	VICTORIA BAY	VB315	NO BID		$ 62.09	$ 1,552.25	NO BID		NO BID	
GLOVE, VINYL CLEAR, EXTRA LARGE, PF	50	10	100	CASE	IMPERIALDADE	64V3000PFXL	$ 22.30	$ 1,115.00	$ 13.40	$ 670.00	$ 57.66	$ 2,883.00	$ 18.80	$ 940.00
GLOVE, VINYL CLEAR, LARGE, PF	150	10	100	CASE	IMPERIALDADE	64V3000PFL	$ 22.30	$ 3,345.00	$ 13.40	$ 2,010.00	$ 57.67	$ 8,650.50	$ 18.80	$ 2,820.00
GLOVE, VINYL CLEAR, MEDIUM, PF	200	10	100	CASE	IMPERIALDADE	64V3000PFM	$ 22.30	$ 4,460.00	$ 13.40	$ 2,680.00	$ 57.69	$ 11,538.00	$ 18.80	$ 3,760.00
GLOVE, VINYL CLEAR, SMALL, PF	10	10	100	CASE	IMPERIALDADE	64V3000PFS	$ 22.30	$ 223.00	$ 13.40	$ 134.00	$ 57.70	$ 577.00	$ 18.80	$ 188.00
HAIRNETS, BROWN, 22", MEDIUM	10	1	144	CASE	CELLUCAP	HN400LTBR	NO BID		$ 8.70	$ 87.00	NO BID		$ 9.48	$ 94.80
HAIRNETS, BROWN, 26", LARGE	60	1	144	CASE	CELLUCAP	HN500BLK	NO BID		$ 5.40	$ 324.00	NO BID		NO BID	
INSERT, PARFAIT, 4/5OZ	50	20	50	CASE	VICTORIA BAY	VPTCIST98PTI	NO BID		$ 17.85	$ 892.50	NO BID		NO BID	
LID, CLEAR, FOR 4 & 5.5 OZ PORTION CUP	10	1	2500	CASE	VICTORIA BAY	VBPCLID345	NO BID		$ 14.70	$ 147.00	$ 37.23	$ 372.30	NO BID	
LID, CLEAR, ROUND, FOR 20 OZ BOWL	50	8	63	CASE	VICTORIA BAY	VBBWLPD14	$ 51.07	$ 2,553.50	$ 30.55	$ 1,527.50	NO BID		NO BID	
LID, PARFAIT, FLAT	40	1	1000	CASE	VICTORIA BAY	DF98	NO BID		$ 10.99	$ 439.60	NO BID		NO BID	
NAPKINS, WHITE, 2 PLY DISPENSER REFILL	125	12	500	CASE	VICTORIA BAY	VBIFNWW	NO BID		$ 17.55	$ 2,193.75	NO BID		NO BID	
PAN LINER, 16X24	100	1	1000	CASE	VICTORIA BAY	VBF25Q	$ 52.27	$ 5,227.00	$ 34.85	$ 3,485.00	$ 63.44	$ 6,344.00	NO BID	
PAN LINER, FULL PAN 4", NYLON OVENABLE	90	1	100	CASE	PAN SAVER	42001	NO BID		$ 48.00	$ 4,320.00	$ 84.77	$ 7,629.30	NO BID	
PAN LINER, FULL PAN 6", NYLON OVENABLE	75	1	50	CASE	PAN SAVER	42002	NO BID		$ 31.75	$ 2,381.25	$ 57.16	$ 4,287.00	NO BID	
PAN LINER, HALF PAN 6", NYLON OVENABLE	5	1	100	CASE	PAN SAVER	PL42636	NO BID		$ 31.20	$ 156.00	$ 56.19	$ 280.95	NO BID	
PLATE, SUGARCANE, NATURAL, 9"	50	4	125	CASE	VICTORIA BAY	VB9PBPPPF	NO BID		$ 23.00	$ 1,150.00	NO BID		NO BID	
SCOUR PAD, HEAVY DUTY, GREEN, 6X9	15	1	15	CASE	VICTORIA BAY	VB86HSP	NO BID		$ 4.05	$ 60.75	$ 9.82	$ 147.30	NO BID	
SCOUR PAD, LIGHT DUTY, WHITE	5	1	6	CASE	ACS INDUSTRIES	98604TSHCS	NO BID		$ 4.05	$ 20.25	NO BID		NO BID	
SCRUBBER, STAINLESS STEEL	5	1	12	CASE	VICTORIA BAY	VBSSSCRU50	NO BID		$ 3.75	$ 18.75	$ 28.07	$ 140.35	NO BID	
TRAY, 2 # FOOD, RED PLAID	1000	1	1000	CASE	HUHTAMAKI	35122042	$ 32.28	$ 32,280.00	$ 16.95	$ 16,950.00	$ 31.55	$ 31,550.00	NO BID	
TRAY, 3 # FOOD, RED PLAID	250	1	500	CASE	HUHTAMAKI	35122045	$ 24.75	$ 6,187.50	$ 10.95	$ 2,737.50	$ 25.97	$ 6,492.50	NO BID	
TRAY, 5 # FOOD, RED PLAID	800	2	250	CASE	HUHTAMAKI	35122048FTS	$ 32.87	$ 26,296.00	$ 17.50	$ 14,000.00	$ 32.89	$ 26,312.00	NO BID	
TRAY, 5 COMPARTMENT, NATURAL	3200	1	500	CASE	VICTORIA BAY	VBGS5COMPPPF	$ 66.33	$ 212,256.00	$ 31.00	$ 99,200.00	$ 26.84	$ 85,888.00	NO BID	
UTENSIL, FORK, WHITE, HEAVY DUTY, PLASTIC	100	20	50	CASE	GOLDMAX	20601	$ 22.08	$ 2,208.00	$ 17.00	$ 1,700.00	$ 33.68	$ 3,368.00	NO BID	
UTENSIL, KNIFE, WHITE, HEAVY DUTY, PLASTIC	10	20	50	CASE	GOLDMAX	GOL-20621	$ 22.08	$ 220.80	$ 17.00	$ 170.00	$ 37.54	$ 375.40	NO BID	
UTENSIL, SPOON, WHITE, HEAVY DUTY, PLASTIC	125	20	50	CASE	GOLDMAX	20611	$ 22.08	$ 2,760.00	$ 17.00	$ 2,125.00	$ 25.03	$ 3,128.75	NO BID	
UTENSIL, SPORKETTE Lunch Kit, med. wt., with napkin, 5 3/4" milk straw	1200	1	1000	CASE	VICTORIA BAY	SPORKMK	$ 17.90	$ 21,480.00	$ 8.95	$ 10,740.00	$ 40.24	$ 48,288.00	NO BID	
WRAP, PAPER, COLOR BLACK CHECK, 12X12	10	5	1000	CASE	VICTORIA BAY	COB01006	NO BID		$ 61.00	$ 610.00	NO BID		NO BID	
WRAP, PAPER, COLOR GREEN CHECK, 12X12	10	5	1000	CASE	VICTORIA BAY	COB01013	NO BID		$ 61.00	$ 610.00	NO BID		NO BID	
WRAP, PAPER, COLOR RED CHECK, 12X12	10	5	1000	CASE	VICTORIA BAY	COB01008	NO BID		$ 61.00	$ 610.00	NO BID		NO BID	
						Totals		$ 343,761.40		$ 215,150.50		$ 254,404.75		$ 8,893.30

2025-2026 TRACY UNIFIED SCHOOL DISTRICT Paper Award Analysis				
EVALUATION CRITERIA (100 POINTS TOTAL)	GOLD STAR	P&R PAPER	SYSCO	INTERBORO PACKAGING
Customer Service/Past Experience (15 points)	**5**	**15**	**10**	**15**
Product Specifications (20 points)	**10**	**20**	**10**	**5**
Product Availability (30 points)	**25**	**30**	**30**	**15**
Cost (35 points)	**20**	**35**	**25**	**30**
TOTAL	**60**	**100**	**75**	**65**
responses:	25/56	56/56	27/56	8/56
response %:	45%	100%	48%	14%

Gold Star:
minus 10 points past experience, shorted deliveries and changing lead times
minus 10 points product specs, only bid 25/56 items
minus 5 points product availability, 7-14 day lead time
minus 15 points cost

Sysco:
minus 5 points past experience, accounting errors
minus 10 points product specs, only bid 27/56 items
minus 10 points cost

Interboro Packaging:
minus 15 points product specs, only bid 8/56 items
minus 15 points product availability, 10-14 day lead time
minus 5 points cost

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 13, 2025
SUBJECT: **Approve School Site Single Plans for Student Achievement (SPSA) and Site Budgets for the 2025-2026 School Year**

BACKGROUND: Each school site is required to develop a school plan (Single Plan for Student Achievement-SPSA). The SPSA includes an analysis of the prior year's assessment data, an evaluation of the progress toward meeting the goals for that year, establishment of goals and action plans for the new school year, and development of a budget to support the successful implementation of the action plans. The school plans are developed in a collaborative effort of the site administration, school staff, and parents. Each school's plan is approved by their School Site Council. The plans are reviewed by Directors in Educational Services to ensure all areas are addressed and funds are used appropriately. The development of a quality school plan requires sufficient time for all stakeholders to be involved in the process. It is this final product that is submitted to the Governing Board for approval. In the past few years, schools completed a preliminary SPSA in the spring, and then, once they had updated assessment and state accountability data in the early fall, they completed the full data analysis and school plan. With the shift to the new state accountability system that releases updates in December, the timeline for developing school plans has been shifted so that the full data analysis and development of the school plan occurs in the Spring for the following school year. The SPSAs being submitted for approval at this time are for the 2025-2026 school year.

RATIONALE: State law requires local Governing Board approval of each site's Single Plan for Student Achievement (SPSA). This item supports 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 #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential. and Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve School Site Single Plans for Student Achievement (SPSA) and Site Budgets for the 2025-2026 School Year.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 20, 2025
SUBJECT: **Adopt Revised BP 6146.4 Differential Graduation and Competency Standards for Students with Disabilities (First Reading)**

BACKGROUND: Board approval is requested.

RATIONALE: Due to a change in the law (SB 141, 2022) Tracy Unified needs to update BP 6146.4 to be compliant with Education Code 51255.31 and 51225.32. The Tracy Unified School District must exempt certain eligible students from District-Established Graduation Requirements. By adopting a revised Board Policy 6146.4 to include the required components established by EC 51255.31 and EC 51225.32, Tracy Unified will create an Alternative Pathway to a Regular High School Diploma for students with disabilities eligible to take the California Alternate Assessment. This agenda request supports District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: None

RECOMMENDATION: Adopt Revised BP 6146.4 Differential Graduation and Competency Standards for Students with Disabilities (First Reading).

Prepared by: Jason Davis, Director of Special Education.

DIFFERENTIAL GRADUATION AND COMPETENCY STANDARDS FOR INDIVIDUALS WITH EXCEPTIONAL NEEDS

~~Although proficiency standards adopted for regular educational programs may be appropriate for students enrolled in special education program, differential standards and assessments shall be adopted for special education students who are not able to attain the district's regular proficiency standards.~~

~~The Individualized Education Program (IEP) team shall determine whether a student with exceptional needs has the abilities to attain the district's regular proficiency standards with appropriate educational services and support. When necessary, the IEP team shall develop differential proficiency standards appropriate to the students' needs and potential. These differential standards shall be included in the students' individualized education program.~~

~~No student shall be classified as eligible for differential standards of proficiency for the purpose of circumventing the legal requirement to maintain academic eligibility for extracurricular or co-curricular activities. (Education Code 35160.5).~~

~~Special education students may earn a "Certificate of Completion" in lieu of a regular diploma if they meet requirements as specified by their IEP Team. Students earning a "Certificate of Completion" will participate in graduation ceremonies and receive their certificate in the same manner as non-disabled diploma students.~~

The Governing Board recognizes that students with disabilities are entitled to a course of study that provides them with a free appropriate public education (FAPE) and that modifications to the district's regular course may be needed on an individual basis to provide FAPE. In accordance with law, each student's individual education program (IEP) team shall determine the appropriate goals, as well as any appropriate individual accommodations necessary for measuring the academic achievement and functional performance of the student on state and districtwide assessments.

Exemption from District-Established Graduation Requirements

District students shall complete all course requirements for high school graduation as specified in Board Policy 6146.1 – High School Graduation Requirements. However, a student with a disability that entered the ninth grade in the 2022-23 school year and later may be exempted from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements for high school graduation if the student's IEP provides for both of the following requirements: (Education Code 51225.31).

TUSD Adopted: 9/23/97
TUSD Revised:

DIFFERENTIAL GRADUATION AND COMPETENCY STANDARDS FOR INDIVIDUALS WITH EXCEPTIONAL NEEDS

1. That the student is eligible to take the alternate assessment as described in Education Code 60640
2. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3

Any such exempted student shall receive a diploma and be eligible to participate in any graduation ceremony and school activity related to graduation in which a student of similar age without a disability would be eligible to participate. (Education Code 51225.31)

The district's responsibility to provide FAPE shall not terminate when a student with a disability who is exempted from district-adopted graduation requirements participates in graduation activities unless the student's IEP team, which includes the parent/guardian and student, has determined that the student has completed the high school experience. (Education Code 51225.31)

Certification of Educational Achievement or Completion

Instead of a high school diploma, a student with a disability may be awarded a certificate or document of educational achievement or completion if the student has met one of the following requirements: (Education Code 56390)

1. Satisfactorily completed a prescribed alternative course of study approved by the board of the district in which the student attended school or the district with jurisdiction over the student as identified in the student's IEP
2. Satisfactorily met the student's IEP goals and objectives during high school as determined by the IEP team.
3. Satisfactorily attended high school, participated in the instruction as prescribed in the student's IEP, and met the objectives of the statement of transition services.

A student with a disability who meets any of the criteria specified above shall be eligible to participate in any graduation ceremony and any school activity related to graduation in which a graduating student of similar age without disabilities would be eligible to participate. (Education Code 56391)

~~**Legal Reference:**~~
Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this

DIFFERENTIAL GRADUATION AND COMPETENCY STANDARDS FOR INDIVIDUALS WITH EXCEPTIONAL NEEDS

policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 3070	Graduation
Ed. Code 60900.2	Students with Disabilities Graduation Reporting
Ed. Code 51225.31	Graduation exemption for students with disabilities
Ed. Code 56341	Individualized education program team
Ed. Code 56345	Individualized education program contents
Ed. Code 56390-56392	Recognition for educational achievement; special education

Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
34 CFR 300.1-300.818	Individuals with Disabilities Education Act
34 CFR 300.320	Definition of IEP

Management Resources	Description
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Special Education and Rehabilitative Services
Website	California Department of Education

Cross References	Description
0430	Comprehensive Local Plan for Special Education
0430	Comprehensive Local Plan for Special Education
5127	Graduation Ceremonies and Activities
6146.1	High School Graduation Requirements
6146.3	Reciprocity of Academic Credit
6146.3	Reciprocity of Academic Credit
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education

TUSD Adopted: 9/23/97
TUSD Revised:

DIFFERENTIAL GRADUATION AND COMPETENCY STANDARDS FOR INDIVIDUALS WITH EXCEPTIONAL NEEDS

6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6200	Adult Education
6200	Adult Education

~~35160.5 Extracurricular activities; differential standards~~
~~51215 Proficiency standards in basic skills~~
~~56000 Education of individuals with exceptional needs~~
~~56341 Individualized education program team~~
~~56345 Elements of the IEP~~

~~CODE OF REGULATIONS, TITLE 5~~
~~3069 Graduation~~

TUSD Adopted: 9/23/97
TUSD Revised:

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 28, 2025
SUBJECT: **Adopt Revised Board Policy 6158.1 Independent Study Charter School (First Reading)**

BACKGROUND: Existing Board Policy related to the Independent Study Charter School are no longer current.

RATIONALE: The Tracy Unified School District (TUSD) needs to review, revise, and update the current Board Policy 6158.1 Independent Study Charter School, to reflect updated language.

FUNDING: There is no cost to the District.

RECOMMENDATION: Adopt Revised Board Policy 6158.1 Independent Study Charter School

Prepared by: Ms. Annabelle Lee, Principal of Tracy Independent Study Charter School

Tracy Independent Study Charter School ("TISCS" or "**Tracy** Charter School") may offer independent study to meet the educational needs of pupils enrolled in the Charter School. Independent study is an alternative education designed to teach the knowledge and skills of the core curriculum. **Tracy** Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the Board for implementation at the Charter School:

1. For pupils in all grade levels offered by **Tracy** Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be five (5) school days.

2. **The Principal or the Principal's designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon either of the following triggers:**

   a) **When any pupil fails to** ~~complete three (3) assignments~~ **make satisfactory progress in 2 or more courses (e.g. 10% or more behind) during any period of five (5) school days ,** ~~the Principal or the Principal's designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study.~~
   b) **In the event a student's educational progress falls below satisfactory levels as determined by ALL of the following indicators:**
      i. **The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).**
      ii. **The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.**
      iii. **Learning required concepts, as determined by the supervising teacher.**
      iv. **Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.**
      v. **Missed three (3) weekly teacher meetings in succession, two meetings in a month, or accrues five absences in a semester.**
      vi. **All students will complete assigned diagnostic, interim, and summative local learning assessments, and state mandated testing requirements, as appropriate, specific to grade level, according to school wide expectation and organizational standard in order to inform educational plans and/or identify necessary areas of need for intervention or program support. Failure to do so may result in an evaluation of appropriate program placement.**

   A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.

3. **The Charter School shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. For high school grade levels this**

shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.

4. **The Charter School has adopted tiered reengagement strategies for the following pupils:**

   - **All pupils who are not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar;**
   - **Pupils found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span; or**
   - **Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).**

   These procedures shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:

   a. **Verification of current contact information for each enrolled pupil.**
   b. **Notification to parents or guardians of lack of participation within one (1) school day of the recording of a nonattendance day or lack of participation.**
   c. **A plan for outreach from the school to determine pupil needs, including connection with health and social services as necessary.**
   d. **A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.**

5. **The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction:**
   - **For pupils in transitional kindergarten through grade 3, inclusive, the Charter School shall provide opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record.**
   - **For pupils in grades 4-8, inclusive, the Charter School shall provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record.**
   - **For pupils in grades 9-12, inclusive, the Charter School shall provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record.**

6. **The Charter School shall transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days.**

7. **The tiered reengagement strategies plan for synchronous instruction and live interaction, and plan to transition pupils whose families wish to return to in-person**

instruction (paragraphs 4, 5, and 6 above) shall not apply to: pupils who participate in an independent study program for fewer than 16 schooldays in a school year; pupils enrolled in a comprehensive school for classroom-based instruction who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse. Local educational agencies shall obtain evidence from appropriately licensed professionals of the need for pupils to participate in independent study pursuant to this subdivision; or independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 41422 and/or 46392, and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.

8. A current written agreement, ~~a sample of which is included in this Policy,~~ shall be maintained on file for each independent study pupil, including but not limited to, all of the following:

   - The manner, time, frequency, and place for submitting a pupil's assignments and for reporting his or her progress **and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.**

   - The objectives and methods of study for the pupil's work, and the methods utilized to evaluate that work.

   - The specific resources, including materials and personnel that will be made available to the pupil**. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.**

   - A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, **the level of satisfactory educational progress,** and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.

   - The duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.

- A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.

- **A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.**

- The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

- **For a pupil participating in an independent study program that is scheduled for more than 15 school days,** each written agreement shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or care giver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and ~~all persons who have direct responsibility for providing assistance to the pupil~~**the certificated employee who has been designated as having responsibility for the special education programming of the pupil, as applicable. For a pupil participating in an independent study program that is scheduled for 15 schooldays or fewer, each written agreement shall be signed, during the school year in which the independent study program takes place, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. The written agreement may be signed at any time during the school year, but it is the intent of the Legislature that parents or guardians of pupils be provided the agreement at or before the beginning of the school year.** For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.

9. TISCS shall comply with the Education Code Sections ~~51745~~ 51744 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.

10. The Principal shall establish regulations to implement these policies in accordance with the law.

~~Tracy Independent Study Charter School Master Agreement for Independent Study~~

~~Student Name:~~		~~Duration:~~	
~~Student Number:~~		~~Beginning Date:~~	
~~Address:~~		~~End Date:~~	
~~City/Location:~~		~~Year:~~	
~~Phone Number:~~		~~Grade Level:~~	
~~DOB:~~		~~2nd Phone Number:~~	

~~Students are required to report to their teacher as follows to submitting work and reporting progress:~~

~~Manner of Reporting: ☐One-on-one ☐ Small Group☐ E-mai☐ Fax.~~
~~Time:_.~~
~~Frequency:__.~~
~~Place of Meeting:___.~~

~~Method of Study: Specific methods of study will be designated on the Student Assignment Sheet and Attendance Record incorporated herein. Examples of methods of study for the student will include but are not l☐ited to: Independe☐ Reading Textboo☐ Activities Problem ☐olving Study☐rojects Drill d☐Practice Experienti☐ Learning Computeriz☐ Curriculum Web/In☐rnet Research l☐brary Rese☐ch Field Trips Learn☐g Center Courses Other_____.~~

~~Method of Evaluation: Academic evaluations will be designated on the Student Assignment Sheet and Attendance Record incorporated herein. Examples of acceptable methods of evaluation include but are not limited t☐ Teacher-made Te☐s Student Confere☐es ☐Progress/Report Cards☐ Chapter/Unit Tes☐ Work Samp☐s Observati☐s Portfolios ☐State Standards Testing☐ CA High School Exit Exar☐ Learning Journals ☐Presentations☐ Quizze☐ Lab☐ Fina☐ Other_____.~~

~~Resources: The school will provide appropriate instructional materials and personnel to enable the student to complete the assigned work. Resources must include those reasonably necessary to the achievement of the objectives and must include resources that are normally available to all students on the same terms as the terms on which they are available to all. Assignments and specific resources will be designated on the Assignment and Attendance Record incorporated herein.~~

Board Policies:

(a) For pupils in all grade levels offered by the School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be five (5) school days.

(b) A pupil may miss three (3) assignments during any period of five (5) school days before an evaluation is conducted to determine whether it is in the best interests of the pupil to remain in independent study. Therefore, when any pupil fails to complete three (3) assignments during any period of five (5) school days, the Principal or his or her designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study. A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.

Objectives: The student will complete the courses listed below. All course objectives will be consistent with the established Charter School's board policy and are consistent with Charter School standards, as outlined in the Charter School's subject/course descriptions. Assignment Sheet and Attendance Record will include additional descriptions of the major objectives and activities of the courses of study covered by this agreement including the evaluation of student work and is incorporated herein. The term "Course Value" ("CV") refers to the number of credits (secondary education) or weeks of work (elementary education) the student will attempt.

Course Credits or Other Measures of Academic Achievement to be Earned Upon Completion

S	Cours	C	M

~~Voluntary Statement: It is understood that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.~~

~~Signatures and Dates:~~

~~I have read and I understand the terms of this agreement and agree to all provisions set forth.~~

~~Student:~~ ~~Date:~~

~~Parent/Guardian/Caregiver:~~ ~~Date:~~

~~Supervising Teacher:~~ ~~Date:~~

~~Other Person Who Has Direct Responsibility for Providing Assistance to the Pupil:~~ ~~Date:~~

~~Other Person Who Has Direct Responsibility for Providing Assistance to the Pupil:~~ ~~Date:~~

~~Other Person Who Has Direct Responsibility for Providing Assistance to the Pupil:~~

~~Date:~~

TUSD Board Adopted: 03.24.20

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: May 29, 2025
SUBJECT: **Approve Amendment to Superintendent Contract**

BACKGROUND: It is normal practice for the Board of Education to conduct an annual review of the Superintendent's contract. An amendment to the Superintendent's contract is necessary to reflect recommended changes based upon this review.

FUNDING: Pay and benefits described herein will be paid from the general fund.

RECOMMENDATION: Approve Amendment to the Superintendent Contract.

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

AMENDED EMPLOYMENT AGREEMENT FOR SUPERINTENDENT

A. PREAMBLE

THIS AGREEMENT was entered into as of the 11th day of May, 2021, modified via addendum on the 11th day of October, 2022, June 27, 2023, March 26, 2024, June 11, 2024, February 11, 2025 and the 10th day of June, 2025 between the Governing Board ("BOARD") of and on behalf of the TRACY UNIFIED SCHOOL DISTRICT (hereafter "the DISTRICT"), through its Board of Trustees, and Rob Pecot, the Superintendent ('SUPERINTENDENT"), (together the "parties"). The parties hereby agree as follows:

B. TERM

IT IS HEREBY AGREED by and between the BOARD and SUPERINTENDENT that the BOARD initially employed Rob Pecot as SUPERINTENDENT for the DISTRICT from July 1, 2022 through June 30, 2025. Through this amendment, the BOARD extends this employment agreement through June 30, 2029. Both parties agree that said employee shall perform the duties of the SUPERINTENDENT to and for the DISTRICT as prescribed by the laws of the State of California and by the rules and regulations made hereunder by the BOARD, consistent with the laws of the State of California. This Agreement shall be extended in open session of a regular Board meeting for an additional year, if the SUPERINTENDENT receives an overall rating of satisfactory in the annual Superintendent evaluation described in Section E. Performance Objectives and Evaluation below. At no time shall the extension of this Agreement create a term of more than four years.

The SUPERINTENDENT shall be given notice no later than May 16, 2029, if it is the intent of the DISTRICT to not employ him as SUPERINTENDENT after June 30, 2029. Termination of this Agreement requires a majority vote of the BOARD.

C. DUTIES

1. The SUPERINTENDENT shall perform the duties of SUPERINTENDENT as prescribed under the SUPERINTENDENT'S job description, California law and Board policy and act as the chief executive officer. All powers and duties shall be executed in accordance with DISTRICT policy and the rules and regulations of the State Board of Education.

2. The SUPERINTENDENT shall serve as SUPERINTENDENT of the DISTRICT. The BOARD may from time to time direct the SUPERINTENDENT to perform certain additional duties related to the schools.

3. It is agreed that the SUPERINTENDENT shall furnish, throughout the life of this Agreement, a valid and appropriate certificate to act as SUPEINTENDENT, issued by the

State of California as directed by the BOARD, and that the SUPERINTENDENT hereby agrees to devote his time, skills, labor, and attention to said employment during the term of this Agreement.

D. SUPERINTENDENT AND BOARD RESPONSIBILITIES

1. The BOARD has primary responsibility for formulating and adopting DISTRICT policies and all other duties consistent with State law. The SUPERINTENDENT is the chief executive officer of the Board and has the primary responsibility for execution of Board policy. The parties agree to cooperate fully and to assist each other in satisfying these responsibilities. Further, the BOARD, agrees to work cooperatively to assist the SUPERINTENDENT in satisfying these responsibilities, and agrees to participate and support activities, workshops, training, and other similar development activities recommended to build positive working relationships and the general capacity of the BOARD to perform their duties.

2. Subject to the BOARD's approval, and consistent with the laws of the State, the written policies of the DISTRICT and the rules and regulations of the State Board of Education, the SUPERINTENDENT shall have the ultimate authority and responsibility for the total administration of the DISTRICT, including, but not limited to: the organization, reorganization, and arrangement of the administrative and supervisory staff, which in his judgment best serves the DISTRICT; the administration of the instructional and business services of the DISTRICT; the selection of personnel recommended for employment; the placement, assignment, and transfer of personnel; the evaluation and discipline of DISTRICT employees; the placement and discipline of students; and the student of all criticism, complaints, and suggestions referred to the SUPERINTENDENT by the BOARD and to make appropriate recommendations to the BOARD regarding said referrals.

E. PERFORMANCE OBJECTIVES AND EVALUATION

The SUPERINTENDENT shall be evaluated annually to provide him with written information concerning his performance. These evaluations shall be presented to the SUPERINTENDENT no later than May 1st. The BOARD shall review their evaluation with the SUPERINTENDENT. The format of the evaluation shall be jointly developed by the SUPERINTENDENT and the BOARD. The following terms and conditions will be followed in the evaluation process.

1. On or before September 15th of this year, the BOARD shall meet to establish the SUPERINTENDENT'S performance objectives for the year. On or prior to July 30th of each succeeding school year, the parties shall meet to establish performance objectives for the next succeeding school year. Performance objectives shall be reduced to writing and shall be based upon the duties and responsibilities set forth in this agreement, and any other criteria mutually agreed upon by the parties.

2. The performance objectives shall be the basis for evaluation of the SUPERINTENDENT as hereinafter provided.

3. The SUPERINTENDENT shall submit to the BOARD, on or before July 1st of each year, an annual report analyzing the progress of the DISTRICT and his evaluation of his services as SUPERINTENDENT for the previous school year.

F. TERMINATION OF AGREEMENT

This EMPLOYMENT AGREEMENT may be terminated prior to its normal expiration by:

1. Failure by SUPERINTENDENT to maintain an appropriate California Administrative Credential.

2. Mutual agreement of the parties.

3. Death of SUPERINTENDENT.

4. Retirement of SUPERINTENDENT.

5. Resignation of SUPERINTENDENT.

6. Non-Renewal of Agreement by BOARD.

The BOARD may elect not to renew this Agreement upon its expiration by providing written notice to the SUPERINTENDENT in accordance with Education Code section 35031 (currently 45 days' prior notice) or other applicable provisions of law.

7. Unilateral termination.

The BOARD, within its discretion, may terminate this Agreement without cause at any time upon written notice to the SUPERINTENDENT. In the event this Agreement is terminated without cause, the SUPERINTENDENT shall receive a maximum cash severance payment equal to the monthly salary of the SUPERINTENDENT multiplied by twelve (12) months, or the number of months left on the unexpired term of this agreement, whichever is the lesser amount. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until the SUPERINTENDENT finds other employment, whichever comes first. This provision is required by Government Code section 53260 and shall be implemented consistent with that law. This severance payment shall be payable in accordance with

the DISTRICT's regular payroll cycle or, at the BOARD's discretion, in a lump sum. This severance payment shall be provided to the SUPERINTENDENT only if (1) the SUPERINTENDENT executes a separation agreement prepared by the BOARD which includes a full general release of any and all claims, including all those known or unknown, against the BOARD and its individual members, all officers, all employees and all agents arising out of or in any way related to the SUPERINTENDENT's employment or termination of employment with the DISTRICT; and (2) the SUPERINTENDENT agrees to cooperate fully with the BOARD in the transition of his duties and comply with all DISTRICT policies and procedures. All other obligations to the SUPERINTENDENT under this Agreement shall be automatically terminated and completely extinguished. In accordance with Government Code section 53243.3, any severance payment to the SUPERINTENDENT shall be fully reimbursed to the DISTRICT if the SUPERINTENDENT is convicted of any crime involving an abuse of his office or position with the DISTRICT as defined by applicable law.

The intent of this provision is solely to satisfy the requirements in Government Code sections 53260-53264, and shall be interpreted consistently with these statutes.

8. Discharge for Cause.

In the event of discharge for cause, which shall be defined as conduct which is seriously prejudicial to the DISTRICT, this AGREEMENT may be terminated. This shall include, but is not limited to, unprofessional conduct, incompetency, neglect of duty, or breach of contract. Should the BOARD elect to terminate this AGREEMENT prior to its expiration pursuant to this section, the BOARD shall notify SUPERINTENDENT in writing. Upon request, the BOARD shall serve upon SUPERINTENDENT a reasonably detailed statement of charges. SUPERINTENDENT will be afforded an opportunity for a hearing which shall include the right to be represented by counsel and the right to call witnesses. If SUPERINTENDENT chooses to be accompanied by legal counsel at such hearing, SUPERINTENDENT shall bear any costs therein involved. Such hearing shall be conducted in closed session by the Board. SUPERINTENDENT shall be provided a written decision describing the results of the hearing within ten (10) days following such hearing.

G. SEEKING OTHER EMPLOYMENT

Should the SUPERINTENDENT seek other employment during the term of this Agreement, or any extension thereof, SUPERINTENDENT shall notify the BOARD in writing if he becomes a finalist for another position. Failure to provide the BOARD with such notice shall constitute a material breach of this Agreement. If at any time the SUPERINTENDENT fails to perform his duties and obligations to DISTRICT to the satisfaction of the majority of the

BOARD during SUPERINTENDENT's search for other employment, such failure shall constitute a material breach of this Agreement, and the BOARD may, upon majority vote, exercise any remedy provided for by law including, but not limited to, modification or termination for cause of this Agreement. In consideration for this Agreement, SUPERINTENDENT hereby agrees to withdraw any pending written applications or appointments for oral interviews and shall not consider any other employment considered or entertained prior to the time of execution of this Agreement.

H. INDEMNITY

In accordance with the provisions of Government Codes §825 and §995, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within the scope of employment.

Upon retirement or separation from the district, the Superintendent will continue to be indemnified for any actions taken against him/her related to his/her role as the Superintendent.

I. SALARY

1. The SUPERINTENDENT's salary shall be $298,530.00 per annum under this Agreement and pursuant to the adopted Superintendent salary schedule, payable in equal monthly payments, commencing July 1, 2025.

2. The BOARD shall consider adjustments in the SUPERINTENDENT'S salary annually on or before July 1st of the fiscal year preceding the fiscal year in which the new salary will take effect. If the SUPERINTENDENT receives a "satisfactory" evaluation, the SUPERINTENDENT shall receive the same raise as the certificated and classified employees have received. However, the BOARD hereby retains the right to adjust the annual salary of the SUPERINTENDENT at any time during the term of this Agreement. Any adjustments in salary made during the life of this Agreement shall be in the form of a written amendment hereto, be approved by the Board in Open Session, and shall become part of this Agreement. It is provided, however, that by so doing it shall not be considered that the BOARD has entered into a new Agreement with the SUPERINTENDENT, nor that the termination date of the existing Agreement has been extended.

3. The SUPERINTENDENT shall receive a yearly Master's degree stipend and a yearly Doctoral degree stipend that equals the amount listed on the current Administrative Salary Schedule.

4. The SUPERINTENDENT's salary shall be based upon 225 work days for performing the duties provided in this Agreement. It is agreed that the daily rate of pay be computed by dividing the current base salary by 225.

J. OTHER BENEFITS

The SUPERINTENDENT shall, in addition to salary, receive all of the benefits of employment, including, but not limited to, a Health Benefit contribution of $10,007 per year, which are granted to the DISTRICT'S certificated employees, according to salary level or other basis provided by the BOARD in connection with such benefits, except as otherwise set forth in this Agreement. The parties agree that the Health Benefit contribution does not constitute creditable compensation; therefore, no CalPERS payments shall be made by either party and this income shall not count for retirement purposes.

2. The SUPERINTENDENT does hereby agree to have an annual comprehensive medical examination, at the DISTRICT'S expense. If requested by the BOARD, the SUPERINTENDENT agrees to provide the BOARD a physician's statement of health; such information shall be treated as confidential information by the BOARD.

3. The DISTRICT shall provide a cell phone for the SUPERINTENDENT'S use.

4. The DISTRICT will provide health benefits at DISTRICT expense to the SUPERINTENDENT upon retirement and prior to age sixty-five (65). Benefits provided by the DISTRICT will terminate at death or at the end of the month in which the retiree becomes sixty-five (65), whichever occurs first. The DISTRICT shall contribute the same amount to the insurance provider as it contributes for active certificated management members.

When the SUPERINTENDENT reaches the age of sixty-five (65), the DISTRICT will allow the retired SUPERINTENDENT and his spouse to pay the full cost of health premiums until the SUPERINTENDENT'S death, if permitted by the DISTRICT'S health benefits carrier and if the DISTRICT incurs no additional expenses.

K. EXPENSE REIMBURSEMENT

1. The SUPERINTENDENT shall attend appropriate business and professional meetings at local, state, and national levels. The SUPERINTENDENT shall give the BOARD advance notice of business and professional meetings conducted outside of California. Expenses of travel and attendance at out-of-county activities shall be paid in advance by the DISTRICT, or where appropriate reimbursed upon the submission of proper receipts from the SUPERINTENDENT.

2. The BOARD shall pay or reimburse the SUPERINTENDENT for annual professional association dues in the Association of California School Administrators (ACSA) and other professional organizations approved by the Board.

3. The DISTRICT shall pay or reimburse the SUPERINTENDENT for dues and/or membership fees required by the Chamber of Commerce or other civic groups that the BOARD requests SUPERINTENDENT to join.

4. The parties agree that expense reimbursements described in paragraphs J(1)-(3) above do not constitute creditable compensation; therefore, no CalPERS payments shall be made by either party and this income shall not count for retirement purposes

L. VACATION AND SICK LEAVE

1. The SUPERINTENDENT shall receive twenty-two (22) days of paid vacation credit per school year. It is expressly agreed by the parties that up to ten (10) days of unused vacation credit may be accumulated each school year. The SUPERINTENDENT may choose to either carry this unused vacation credit over to the next school year or to be compensated for it at the SUPERINTENDENT'S daily rate of compensation. Upon termination or expiration of this Agreement, the SUPERINTENDENT shall be entitled to compensation for unused and accrued vacation days at the then current salary rate.

2. The SUPERINTENDENT shall earn twelve (12) days of sick leave per school year which may be accumulated and carried over for succeeding school years. Earned sick leave shall be cumulative as provided by State law and Board policy. The DISTRICT shall not be obligated to compensate the SUPERINTENENT for accrued sick leave at the time of termination of this Agreement. All unused accumulated sick leave may, at the option of the SUPERINTENDENT, be transferred to a new employer as provided by law.

3. The SUPERINTENDENT shall be entitled to other authorized leaves and holidays not specifically addressed in this Agreement on an equivalent basis to all other similar management personnel.

M. LEGAL TERMS

This Agreement shall be governed by the laws of the State of California.

Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

Severability. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing, ratified in an open session board meeting and signed by both parties.

Construction of Agreement. This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the

meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the rafting hereof.

Headings. The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

Assignment. Since this Agreement is for the employment of SUPERINTENDENT and SUPERINTENDENT's specific knowledge and talents, both parties acknowledge that neither party shall assign this Agreement or any interest therein. Any such attempt to assign this Agreement is null, void and of no effect.

N. REVIEW OF AGREEMENT

Each year at the time of the annual evaluation, the parties shall meet to review the entire Agreement and mutually consider provided extensions, modifications or additions.

O. SIGNATORY CLAUSE

This Agreement includes and is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education of California, and the rules and regulations of the BOARD. This Agreement shall be ratified in an open session Regular Board meeting. But may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first written above.

_____ Date Signed: _____

_____ Date Signed: _____

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 2, 2025
SUBJECT: **Approve New Job Description for District Dual Enrollment Counselor**

BACKGROUND: Tracy Unified School District is seeking to expand our Dual Enrollment partnerships. We currently have limited partnerships with Delta Community College and Las Positas Community College. The District Dual Enrollment Counselor will provide direct support to all students enrolled in a Dual Enrollment program in Tracy Unified School District, including promoting Dual Enrollment opportunities and assisting student in enrolling in college courses. This position will address the LCAP Key Initiative: "Enhance A-G completion rates to effectively ready each student for success in college and/or career."

RATIONALE: A counselor to support students in Dual Enrollment programs will significantly improve Tracy Unified's ability to grow and sustain the number of students enrolling in and passing college courses during high school. This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Supplemental and Concentration funding.

RECOMMENDATION: Approve New Job Description for District Dual Enrollment Counselor.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: District Dual Enrollment Counselor

DEPARTMENT: Educational Services

POSITION SUMMARY: The District Dual Enrollment Counselor, under the general direction of the Associate Superintendent for Educational Services, will develop, coordinate, and support a comprehensive school counseling and guidance program focused on high school students participating in dual enrollment programs. This role provides supplemental counseling services beyond those delivered by site-based school counselors, specifically aimed at increasing college readiness and success in postsecondary coursework. The Dual Enrollment Counselor acts as a liaison between high schools, postsecondary institutions, students, and families to ensure successful access, persistence, and completion of dual enrollment opportunities. The position requires 196 days of service annually with a flexible schedule between 7:00 a.m. and 9:00 p.m., as needed, to fulfill the responsibilities of the role.

ESSENTIAL FUNCTIONS:

1. Provides academic, social-emotional, and college-career counseling to dual enrollment students, individually and in group settings.
2. Serves as a liaison between high schools, postsecondary institutions, and district staff to support student participation in dual enrollment programs.
3. Assists students and families in understanding dual enrollment processes, including course selection, prerequisites, application procedures, registration, and academic policies.
4. Works collaboratively with school counselors and college partners to ensure proper placement and course alignment with students' educational goals and graduation requirements.
5. Monitors student performance in dual enrollment courses and provides early intervention and support strategies as needed.
6. Advises students on developing academic and career pathways that integrate dual enrollment opportunities.
7. Assists with the organization and facilitation of parent information nights, student workshops, and orientation sessions related to dual enrollment.
8. Ensures equitable access to dual enrollment programs, with particular attention to underrepresented and at-risk student populations.
9. Maintains detailed records of student participation, performance, and progress in dual enrollment programs.
10. Provides regular communication with site counselors and administrators to support student transitions between high school and college-level coursework.
11. Collaborates with postsecondary partners to align academic calendars, testing dates, and support services.
12. Assists students with college application processes, including, but not limited to, FAFSA, placement exams, and transcript requests.

13. Provides guidance on balancing high school and college workloads and managing time effectively.
14. May participate in SST, IEP, and other academic support meetings as appropriate for dual enrollment students.
15. Attends training and professional development related to dual enrollment policies, counseling strategies, and college transition support.
16. Promotes and supports student achievement and persistence in postsecondary education.
17. Advocates for increased dual enrollment offerings and the expansion of college access opportunities across the district.
18. Assists in the development and implementation of the master schedule to incorporate dual enrollment offerings.
19. Maintains compliance with FERPA, Ed Code, and college/university regulations related to student privacy and academic records.
20. Prepares reports and presentations on dual enrollment outcomes, enrollment trends, and student success metrics.
21. Maintains positive and effective relationships with students, families, school personnel, and community partners.
22. Demonstrates regular and prompt attendance in the workplace.
23. Performs other reasonable duties as assigned or required in fulfillment of District goals.

EDUCATION AND EXPERIENCE: Ability to provide and carry out oral and written directions in English, to read and speak at a level sufficient to fulfill the duties described. The District Dual Enrollment Counselor must hold a valid California Pupil Personnel Services Credential in school counseling. Previous successful experience as a high school counselor and/or college counselor is preferred.

SKILLS AND QUALIFICATIONS:

1. Ability to communicate effectively, both orally and in writing.
2. Ability to prepare comprehensive reports.
3. Ability to analyze and evaluate effective instructional programs for Dual Enrollment.
4. Demonstrated commitment to advocacy for the instructional needs of students in Dual Enrollment.
5. Knowledge and ability to provide effective instructional strategies and leadership.
6. Knowledge of the intellectual, social, emotional and physical needs of middle and high school age students.
7. Knowledge of characteristics and educational needs of students in Dual Enrollment.
8. Ability to maintain cooperative working relationships with those contacted in the course of work.
9. Strong interpersonal skills.
10. Knowledge of age and subject curriculum.

PHYSICAL REQUIREMENTS:
Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Enter data into a computer terminal/typewriter and operate standard office equipment for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids
4. Speak at normal levels so that others may understand, in person and on the telephone.
5. Hear and understand at normal levels, in person and on the telephone, with or without hearing aids.
6. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
7. Squat, stoop and/or bend over.
8. Reach overhead, grasp, push/pull up to 45 pounds for short distances.
9. Lift and carry up to 45 lbs. at waist height for short distances.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in an office and/or classroom environment and come in direct contact with District and site staff, students, and the public. In addition, the District Dual Enrollment Counselor must perform duties and responsibilities that occur outside school buildings and facilities.

SALARY: Leadership/Management Salary Schedule, LMP Range 11

DAYS OF SERVICE: 196 days

Adopted: