NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
JUNE 23, 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: **4:45 PM** **Closed Session**
5:00 PM **Open Session**

A G E N D A

Pg. No.

1. **Call to Order**

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

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

3.1 Administrative & Business Services: None.

3.2 Educational Services:

3.2.1 Reinstatements: AR#24-25/#45, AR#24-25/#46, AR#24-25/#47, AR#24-25/#48, AR#24-25/#49, AR#24-25/#50
Action: Motion__; Second__. **Vote:** Yes___; No ; Absent ; Abstain ___

3.2.2 Early Graduation: WHS#10361500
Action: Motion ; Second__. **Vote:** Yes___; No__ ; Absent_ _; Abstain ___

3.3 Human Resources:

3.3.1 Consider Public Employee/Employment/Discipline/Dismissal/Release
Government Code §54957
Action: Motion__; Second__. **Vote:** Yes___; No _; Absent_ _; Abstain ___

3.3.2 Conference with Labor Negotiators
Government Code §54957.6
Agency Negotiator: Tammy Jalique, Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. **Adjourn to Open Session**

5. **Call to Order and Pledge of Allegiance**

6. **Closed Session Issues:**
   6a Report Out of Action Taken on Reinstatements: Reinstatements: AR#24-25/#45,
   3.2.1 AR#24-25/#46, AR#24-25/#47, AR#24-25/#48, AR#24-25/#49, AR#24-25/#50
   Action: **Vote:** Yes___; No___; Absent___; Abstain ___
   6b Report Out of Action Taken on Early Graduation: WHS#10361500
   3.2.2
   Action: **Vote:** Yes___; No___; Absent___; Abstain

7. **Approve Regular Minutes of June 10, 2025** **1-6**
   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:** None.

    10.2 **Educational Services:**
    10.2.1 Receive Report on State Indicators **7-21**
    10.2.2 Receive Report on State Indicators for the Tracy Charter School **22-40**
    10.2.3 Receive Report on the LCAP Federal Addendum (Separate Cover) **41**
    10.2.4 Receive District's Budget Overview for Parents for the 2025-2026 School Year (Separate Cover) **42-45**

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 Public Hearing regarding the Fee Justification Study and Rate Increase for Statutory School Fees for School Facilities

13. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
    Action: Motion___; Second___. **Vote:** Yes__; No__; Absent_ : Abstain .
    Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance received by Tracy Unified.
    13.1 **Administrative & Business Services:**
    13.1.1 Approve Entertainment, Assembly, Service, Business and Food Vendors **46**

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	**47-48**
13.1.3	Approve Accounts Payable Warrants (April & May 2025) (Separate Cover)	**49**
13.1.4	Approve Payroll Reports (April & May 2025)	**50-58**
13.1.5	Approve Revolving Cash Fund Reports (April & May 2025)	**59-62**
13.1.6	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	**63-65**
13.1.7	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2025/26 School Year	**66-67**

13.2 Educational Services:

13.2.1	Approve Literacy Day at Central School with Author Lisa Caprelli Endorf on September 19, 2025	**68-70**
13.2.2	Approve the Consolidated Application For Funding (Con App) for the Tracy Unified School District for 2025-2026	**71-72**
13.2.3	Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School for the 2025-2026 School Year	**73-77**
13.2.4	Ratify Agreement for Special Contract Services with Operation Scholars and Prevention Services Department for 2025 Summer School Program	**78-81**
13.2.5	Approve the Boys and Girls Club at WHS for the 2025-2026 School Year	**82-85**
13.2.6	Approve the CARE Program MOU at WHS for the 2025-2026 School Year	**86-91**
13.2.7	Approve Agreement for Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Central School during the 2025-2026 School Year	**92-97**
13.2.8	Approve Agreement for Contract Services with San Joaquin County Office of Education for the Artist-in-Schools Program at George Kelly School for the 2025-2026 School Year	**98-103**
13.2.9	Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to Provide Professional Development to Support STEM Implementation	**104-112**
13.2.10	Approve Purchase of Materials to Provide Enhanced STEM Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-school Programs ELOP Grant	**113**
13.2.11	Approve Agreement for Special Contract Services with The Boys and Girls Club of Tracy Provided by College Bound Tracy USD, a Customized College and Career Readiness Program for Middle and High School Students and Parents, for the 2025 2026 School Year	**114-131**
13.2.12	Approve the Annual District Title III Plan for the 2025-2026 School Year	**132-141**
13.2.13	Approve Purchase of Lego Spike Prime Kits to Provide Enhanced STEM Education to TUSD Students Through the TUSD Boys and Girls Club After-School ELOP Grant	**142-143**
13.2.14	Approval of Revisions to the TUSD Reclassification Criteria	**144-147**

13.2.15	Approve Master Contract (MC) for Point Quest Education, NPS for the 2025-2026 School Year (Separate Cover)	**148**
13.2.16	Approve Agreement for Contract Services Between 360 Degree Customer Inc. and Williams Middle School for the 2025-2026 School Year	**149-152**
13.2.17	Approve Agreement for Contract Services Between Quest Science Center and Williams Middle School for the 2025-2026 School Year	**153-157**
13.2.18	Approve Agreement for Contract Services Between 360 Degree Customer Inc. and Duncan Russell Community Day School for Behaviorist Services for the 2025-2026 School Year	**158-161**
13.2.19	Approve Purchase of Brainfuse License for Middle School and High School Students for OnDemand Tutoring Needs	**162-166**
13.2.20	Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School During the 20245-26 School Year	**167-172**
13.2.21	Approve Agreement for Contract Services Between Houghton Mifflin Harcourt and Monte Vista Middle School for the 2025-2026 School Year	**173-180**
13.2.22	Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Monte Vista Middle School for the 2025-2026 School Year	**181-188**
13.2.23	Approve Agreement for Contract Services Between SJCOE Artists-in-Residence and Duncan Russell Community Day School and George & Evelyn Stein High School for the 2025-2026 School Year	**189-190**
13.2.24	Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Art Freiler School for the 2025-26 School Year	**191-194**
13.2.25	Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Tracy High School during the 2025-2026 School Year	**195-198**
13.2.26	Approve Agreement for Contract Services Between Xello and Duncan Russell Community Day School for Professional Development the 2025-2026 School Year	**199-204**
13.2.27	Approve Agreement for Contract Services Between Valley Community Counseling and Art Freiler School for the 2025-2026 School Year	**205-208**
13.2.28	Approve Agreement for Subscription Contract Services Between Xello College and Career Software Program and George & Evelyn Stein High School for the 2025-2026 School Year	**209-213**
13.2.29	Approve Agreement for Contract Services Between Xello and George and Evelyn Stein High School for Professional Development for the 2025-2026 School Year	**214-218**
13.2.30	Approve Agreement for Contract Services Between Homecourt Publishers and George & Evelyn Stein High School for the 2025-2026 School Year	**219-224**
13.2.31	Approve the Partnership Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Child Care Services on the Stein/Duncan Russell Campus	**225-229**
13.2.32	Approve Agreement with Pioneer Days at the Historic Lammersville Schoolhouse and the Tracy Museum and TUSD. for Pioneer School Field Trips 2025-2026 School Year	**230-233**

13.2.33	Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant (Separate Cover)	**234**
13.2.34	Receive Update on Quarterly Williams Complaint Report for the Quarter Ending July 15, 2025	**235-236**
13.2.35	Approve Agreement for Contract Services Between 360 Degree Customer Inc. and Art Freiler School for the 2025-26 School Year	**237-240**
13.2.36	Approve and/or Ratify Routine Agreements which Meet the Criteria for Placement on the Consent Agenda	**241-242**
13.2.37	Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Wanda Hirsch Elementary School for the 2025-2026 School Year	**243-246**
13.2.38	Approve Agreement for Contract Services with the Boys & Girls Club of Tracy to Provide Services at North School for the 2025-2026 School Year	**247-250**
13.2.39	Approve Agreement for Special Contract Services With CPR With Heart to Provide CPR and First Aid Training to Classified Staff During the 2025-2026 School Year	**251-252**
13.2.40	Approve Agreement for Contract Services between Valley Community Counseling and Central Elementary and North School for the 2025-2026 School Year	**253-256**
13.2.41	Approve Agreement for Contract Services with Operation Scholars for Two Behaviorists for the 2025-2026 School Year	**257-260**
13.2.42	Approve Master Service Agreement with Valley Community Counseling for Licensed Marriage and Family Therapist for the 2025-2026 School Year	**261-271**
13.2.43	Approve Master Contract for Non-Public School East Valley Education Center for the 2025-2026 School Year (Separate Cover)	**272**
13.2.44	Approve Agreement for Contract Services Between 360 Degree Customer, Inc. and South/West Park Elementary School for the 2025-2026 School Year	**273-276**
13.2.45	Approve Agreement for Contract Services Between Quest Science Center and South/West Park Elementary School for the 2025-2026 School Year	**277-280**
13.2.46	Approve Agreement for Contract Services between Digital4Good x I CANHELP and Kimball High School during the 2025-2026 School Year	**281-286**

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	**287-289**
13.3.2	Approve Classified, Certificated, and/or Management Employment	**290-292**
13.3.3	Approve Employment of 2025 Summer School Staff	**293-303**
13.3.4	Approve Individual Intern Agreement with CSU Stanislaus	**304-305**

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 #24-22 Authorizing and Defining Names to Sign Orders on School District Funds	**309-313**
Action:	Motion___; Second___. **Vote:** Yes__: No _: Absent : Abstain .	
14.1.2	Approve the Local Control Accountability Plan (LCAP) (Separate Cover)	**314-315**
Action:	Motion___; Second___. **Vote:** Yes__: No : Absent__; Abstain .	
14.1.3	Approve the Tracy Independent Study Charter School Local Control Accountability Plan (LCAP) (Separate Cover)	**316-317**
Action:	Motion___; Second___. **Vote:** Yes__; No__: Absent : Abstain__.	
14.1.4	Adopt the 2025-26 Annual School District Budget (Separate Cover)	**318-320**
Action:	Motion___; Second___. **Vote:** Yes__; No _: Absent ; Abstain .	
14.1.5	Adopt Resolution No. 24-23 Committed Fund Balance	**321-324**
Action:	Motion___; Second___. **Vote:** Yes _; No__; Absent : Abstain__.	
14.1.6	Approve Termination Agreement, Purchase and Sale Agreement for Modular Classroom Buildings, Facility Use Agreement, and First Amendments to License Agreements with Catalyst Family, Inc. (dba Catalyst Kids) (Separate Cover)	**325-326**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent _; Abstain__.	
14.1.7	Adopt Resolution No. 24-21 to Approve the Fee Justification Study and Rate Increase of Statutory School Fees for School Facilities (Separate Cover)	**327-340**
Action:	Motion___; Second___. **Vote:** Yes : No _; Absent : Abstain .	

14.2 Educational Services:

14.2.1	Approve Agreements with the Boys and Girls Club of Tracy and SJCOE, to Provide Expanded Learning Opportunities to TUSD Students Under the Expanded Learning Opportunity Program Plan (ELO/ELO-P)	**341-348**
Action:	Motion___; Second___. **Vote:** Yes__; No _; Absent : Abstain_ .	
14.2.2	Adopt Revised Board Policy 6158.1 Independent Study Charter School (Second Reading)	**348-356**
Action:	Motion___: Second___. **Vote:** Yes : No _; Absent__; Abstain__.	
14.2.3	Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for All TUSD Schools (Separate Cover)	**357-358**
Action:	Motion___; Second___. **Vote:** Yes : No _; Absent ; Abstain__.	
14.2.4	Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for Tracy Charter School	**359-361**
Action:	Motion___; Second___. **Vote:** Yes : No : Absent _; Abstain .	
14.2.5	Approve Agreement for Contract Services with 360 Degree Customer Inc for Special Education Staffing Services for the 2025 - 2026 School Year	**362-374**
Action:	Motion___; Second___. **Vote:** Yes__; No _; Absent : Abstain .	
14.2.6	Adopt Revised BP 6146.4 Differential and Competency Standards for Students with Disabilities (Second Reading)	**375-379**
Action:	Motion_ _; Second___. **Vote:** Yes : No _; Absent : Abstain .	
14.2.7	Approve Adoption of Instructional Materials	**380-381**
Action:	Motion___; Second___. **Vote:** Yes : No : Absent : Abstain .	

14.3 Human Resources:

14.3.1	Approve a Variable Term Waiver for Administrative Services	**382-383**
Action:	Motion___; Second_ . **Vote:** Yes__; No : Absent : Abstain__.	
14.3.2	Approve Variable Term Waivers for Teachers	**384-385**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent : Abstain .	
14.3.3	Approve a Declaration for a Provisional Internship Permit	**386-387**
Action:	Motion___; Second___. **Vote:** Yes : No : Absent _; Abstain__.	
14.3.4	Ratify Agreement for Special Contract Services with Ellis Investigations Law Corporation	**388-395**
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 August 12, 2025
17.2 August 26, 2025
17.3 September 9, 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	No School, 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, June 10, 2025

4:33 PM: **1-3.** Vice-President Fagin called the meeting to order.

Regarding item # 3.3.3, Employee UC-1418 spoke before the board.

Adjourned to closed session at 4:37 PM

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

5:05 PM **5.** Vice-President Fagin called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session:

6a	Action Taken on Finding of Facts: 24/25#59, 24/25#61
3.2.1	
Action:	Hawkins, Cheeseman. **Vote:** Yes-5; No-0; Absent-2 (Silcox, Secker).
6b	Report Out of Action Taken on Reinstatements: AR#24-25/#41, AR#24-
3.2.2	25/#42, AR#24-25/#43, AR#24-25/#44
Action:	Approved. **Vote:** Yes-5; No-0; Absent-2 (Silcox, Secker).
6c	Report Out of Action Taken on Board Waiver: NES#10343785
3.2.3	
Action:	Approved. **Vote:** Yes-5; No-0; Absent-2 (Silcox, Secker).
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:	Approved. **Vote:** Yes-5; No-0; Absent-2 (Silcox, Secker).
6e	Report Out of Action Taken on Consider Retroactive Unpaid Leave of
3.3.2	Absence for Classified Employee #UCL - 530
Action:	Approved. **Vote:** Yes-5; No-0; Absent-2 (Silcox, Secker).
6f	Report Out of Action Taken on Approve the Non-Reelection of
3.3.3	Probationary Certificated Management Employee: #UC-1418 Pursuant to Education Code Section 44929.21(b)
Action:	Approved to Non-Reelect. **Vote:** Yes-4; No-1 (Alexander); Absent-2 (Silcox, Secker).
6g	Report Out of Action Taken on Release Probationary Classified
3.3.4	Employee #UCL-529 Food Service Worker
Action:	Agenda pulled, no vote taken.

Minutes: **7. Approve Regular Minutes of May 27, 2025.**
Action: Cheeseman, Hawkins. **Vote:** Yes-5; No-0; Absent-2 (Silcox, Secker).

Audience: Sharon Smit, Annabelle Lee, Michael Bunch, Stacy Johnson, Karina Soto, Tanya Calderon, Jason Noll, Nora Torres, Holly Towkaniuk, Zelina Byrd, Faye Harris

Student Rep Reports: 8.1 None.

Recognition & Presentations: 9.1 None.

Information & Discussion Items:

10.1 **Administrative & Business Services:**

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

Michael Bunch, Director of Continuous Improvement, State and Federal Programs, shared the 25/26 LCAP plan. The LCAP is a three-year plan that describes goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The 25/26 school year represents year two of this plan. Required components include the LCFF budget overview for parents, an annual update, a plan summary with goals and actions. The LCAP is developed by working with parents, educators, students, and the community. The total budgeted general fund expenditures are $242,196,453, total budged LCAP expenditures are $190,727,000. The educational partner engagement process begins in August and ends in May, consisting of parent advisories, community engagement, consultations, and surveys. The LCAP will go before the board as an action item for approval at the June 23 board meeting.

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

Annabelle Lee, Principal of the Tracy Charter School, shared the TISCS proposed LCAP which also serves as the schools site plan. The Charter is also in year two of the three-year LCAP plan. The total budgeted general fund expenditures are $5,784,153, total budgeted LCAP expenditures in the LCAP are $4,336,152. The LCAP consists of two goals, each with detailed action items. The Charter has their own advisory committee consisting of parents, teachers, and members of the community. The TISCS LCAP will go before the board as an action item for approval at the June 23 board meeting.

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

Lori Nelson, Director of Finance, and Budget Analyst, Tanya Calderon, provided an update of the 25/26 district budget. The budget is a guiding financial plan for meeting the local school district governing boards goals and objectives for the year. The budget for 25/26 reflects revenues of $203,192,030 with expenditures projected at $168,395,495. This places the ending fund balance at $49,384,334. We are in declining enrollment so that is always a consideration during budget planning. Future funding uncertainty is a strong consideration. Because education funding levels are up for debate each year as part of the annual state budget process, we rely on projections until the state budget is approved by the end of June.

Therefore, it is understood that TUSD's, as with other local districts, budgets change and require revision. The budget will go before the board for adoption at the June 23 board meeting.

10.2 Educational Services:

10.2.1 Receive Update on Intervention Rooms

Jason Noll, Director of Student Services, updated the board regarding the Intervention Rooms being implemented for the 25/26 school year. The objective is to address student behaviors through alternative disciplinary methods and to provide consequences that are constructive and effective. When students are suspended to their homes, they are often unsupervised. An Intervention Room was piloted at North School. The program experienced increased student productivity and improved behavior. Over a two-month period, 46 days of at home suspension were replaced by the program. Beginning in August, North School will house the district-wide Intervention Room for students in grades K – 7, with grades 8 – 12 being held at Stein High.

Hearing of Delegations

11. Holly Towkaniuk and Zelma Byrd have submitted an application for the reorganization of a booster club for Kimball High School to support the football and cheer activities and program. They are here in hopes that their application will make it to the agenda for the June 23rd board meeting. They have created a new 501(c)3 for the club and have decided, as a group, to make sure the funds are safeguarded. They have created a watch dog committee which will consist of alumnae parents/students to oversee the funds and ensure it is utilized appropriately.

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)

This item was moved up on the agenda.
Opened Public Hearing: 5:26 PM
No comments were received.
Closed Public Hearing: 5:27 PM

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

This item was moved up on the agenda.
Opened Public Hearing: 5:34 PM
No comments were received.
Closed Public Hearing: 5:34 PM

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

This item was moved up on the agenda.
Opened Public Hearing: 5:40 PM
No comments were received.
Closed Public Hearing: 5:40 PM

Consent Items:

13. Board approval of any agenda item requiring insurance is conditioned upon receipt of appropriate insurance by Tracy Unified. Action: Cheeseman, Alexander. **Vote:** Yes-5 ; No-0; Absent-2 (Silcox, Secker).

13.1 Administrative & Business Services:

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

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

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

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

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

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)

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

13.2.5 Approve Agreement for Contract Services between 360 Degree Customer Inc. and Tracy Charter School for the 2025-26 School Year

13.2.6 Approve Agreement for Contract Services between Community Medical Centers and Tracy Independent Study Charter School for the 2025-2026 School Year

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

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

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

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

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

13.2.12 Approve Master Contract for Non-Public School Stockton Educational Center for the 2025-2026 School Year (Separate Cover)

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

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

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

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

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

13.2.18 Approve Program of Activities Travel for the 2025-2026 School Year for the West High Agriculture Staff Chaperons and Students

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

13.2.20 Approve Agreement for Contract Services between Valley Community Counseling Villalovoz Elementary for the 2025-2026 School Year

13.3 Human Resources:

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

13.3.2 Approve Classified, Certificated and/or Management Employment

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

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

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)

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

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)

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

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

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

14.2.3 Adopt Revised Board Policy 6158.1 Independent Study Charter School (First Reading)

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

14.3 Human Resources:

14.3.1 Approve Amendment to Superintendent Contract

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

14.3.2 Approve New Job Description for District Dual Enrollment Counselor

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

Board Reports:

Trustee Traina recognizes the district went to great effort to have wonderful graduations and promotions throughout the district. She attended the Tracy High and Stein ceremonies; both were wonderful. Trustee Cheeseman gave a shout out to this evenings report presenters. She knows a lot of work goes into preparing the reports. She also attended a few graduations and thoroughly enjoyed handing out diplomas. Trustee Alexander attended the West High, Williams Middle School, and Tracy Charter graduations. She enjoyed the speeches and watching the students graduate. Trustee Hawkins attended the Monte Vista promotion. To be able to see the happy students and the expressions on their parents' faces was so enjoyable for him. Trustee Fagin thanked Tracy Unified and everyone that attended this evening's meeting. The Adult School graduation was great to see. The school year seemed to close without issue. He thanks the staff for their hard work and respects the Finance Department for the work they do.

Superintendent Report:

Dr. Pecot thanked Ms. Nelson for filling in at the dais for her first time. A lot of work goes into closing out the school year. Many have already moved onto the next wave of work, with summer school for students and training workshops for staff. He appreciates those that give up their summer to assist with summer activities.

Adjourn: 6:08 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 29, 2025
SUBJECT: **Receive Report on State Indicators**

BACKGROUND: The Dashboard is the reporting system for California's Multiple Measures Accountability System. The State's accountability system includes both State and local indicators. The Dashboard displays the status (current performance), the change (difference from prior performance), and the performance level (color) for each state indicator. Local Educational Agencies (LEAs) are required to measure progress in the Local Indicators, report these results as part of a non-consent item at a regularly scheduled public meeting of the local Governing Board/Body, in conjunction with the adoption of the LCAP, and report results to the public through the Dashboard.

RATIONALE: As the District must report to its Governing Board annually on the Local Indicators, this report will provide an update on the District's progress on the following State indicators: Priority 2: Implementation of State Academic Standards; Priority 3: Parent and Family Engagement; Priority 6: School Climate; and Priority 7: Access to a Broad Course of Study. 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: There is no cost involved with this agenda item.

RECOMMENDATION: Receive Report on State Indicators.

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

TRACY
UNIFIED SCHOOL DISTRICT

2025-26 Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
Tracy Unified School District	Dr. Michael Bunch Director of Continuous Improvement, State and Federal Programs	mbunch@tusd.net 209 830-3210

Introduction

The California State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area.

This template is intended as a drafting tool and based on the Local Performance Indicator Quick Guide published by CDE in January 2024.

Performance Standards

The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific Local Control Funding Formula (LCFF) priority.
- Report the results as part of a non-consent item at the same public meeting of the local governing board/body at which the Local Control and Accountability Plan (LCAP) is adopted.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

This Quick Guide identifies the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

Local Indicators

The local indicators address the following state priority areas:

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA's Teacher Assignment Monitoring and Outcome data available at https://www.cde.ca.gov/ds/ad/tamo.asp.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies)

Implementation of State Academic Standards (LCFF Priority 2)

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same public meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers an annual local climate survey that captures a valid measure of student perceptions of school safety and connectedness, in at least one grade within each grade span(s) the LEA serves (e.g., TK-5, 6-8, 9-12), and reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and to educational partners and the public through the Dashboard.

Access to a Broad Course of Study (LCFF Priority 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Expelled Students – County Office of Education (COE) Only (LCFF Priority 9)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA's Teacher Assignment Monitoring and Outcome data available at https://www.cde.ca.gov/ds/ad/tamo.asp.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies)

Academic Year	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
2023-2024	680	533	70	38	35	4	0	0

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The "Good Repair" Standard (Including Deficiencies and Extreme Deficiencies)	0

Implementation of State Academic Standards (LCFF Priority 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the optional reflection tool (Option 2).

OPTION 1: Narrative Summary (Limited to 3,000 characters)
In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) – Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common CoreState Standards for ELA)
- Mathematics – Common Core State Standards forMathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

Implementation of State Academic Standards (LCFF Priority 2)

OPTION 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. **Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.**

   Rating Scale (lowest to highest):
   1 - Exploration and Research Phase
   2 - Beginning Development
   3 - Initial Implementation
   4 - Full Implementation
   5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

2. **Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.**

Rating Scale (lowest to highest):
- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

3. **Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).**

Rating Scale (lowest to highest):
- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

Other Adopted Academic Standards

4. **Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.**

   Rating Scale (lowest to highest):
   1 - Exploration and Research Phase
   2 - Beginning Development
   3 - Initial Implementation
   4 - Full Implementation
   5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5	N/A
Career Technical Education				4		
Health Education Content Standards				4		
Physical Education Model Content Standards				4		
Visual and Performing Arts				4		
World Language				4		

Support for Teachers and Administrators

5. **Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).**

   Rating Scale (lowest to highest):
   1 - Exploration and Research Phase
   2 - Beginning Development
   3 - Initial Implementation
   4 - Full Implementation
   5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole				4	
Identifying the professional learning needs of individual teachers				4	
Providing support for teachers on the standards they have not yet mastered			3		

Optional Narrative (Limited to 1,500 characters)

6. **Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.**

Parental Involvement and Family Engagement (LCFF Priority 3)

Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education's (CDE's) Family Engagement Toolkit: [1]

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified. The results of the process should be used to inform the LCAP and its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

1. Identify the diverse educational partners that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.

2. Engage educational partners in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.

3. Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):

   1 – Exploration and Research
   2 – Beginning Development
   3 – Initial Implementation
   4 – Full Implementation
   5 – Full Implementation and Sustainability

4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.

5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

Sections of the Self-Reflection Tool

Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Practices	Rating Scale Number
1. Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	4
2. Rate the LEA's progress in creating welcoming environments for all families in the community.	5
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	4
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	4

Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Relationships Between School Staff and Families.

The Tracy Unified School District (TUSD) places a high value on fostering positive community relationships. To facilitate communication about the academic and social-emotional resources available for student and family success, TUSD has invested in Parent Liaisons. The TUSD Prevention Services Department collaborates with school staff and directly with students facing homelessness or those in foster care, providing necessary resources to promote success in school. Additionally, school sites engage with their School Site Council and English Learner Advisory Committee (ELAC) to periodically assess and adjust school plans and budgets, ensuring they meet the unique needs of each school and narrow the achievement gap.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Relationships Between School Staff and Families.

The creation of an English Learner Advisory Committee (ELAC) in each school, coupled with the district-wide Student Advisory Committee (SAC) this past academic year, and the active involvement of site leaders, staff, and parent liaisons in organizing engagement events, has resulted in improved interactions between school personnel and families.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

TUSD staff are committed to enhancing the engagement of underrepresented families by personally inviting them to parent meetings and school activities. The district has invested in Parent Liaisons to facilitate communication about the academic and social-emotional resources available, aiming to improve student outcomes. These liaisons are frequently seen conversing with families outside the school office or making calls to their homes. Additionally, our

prevention services team has expanded its outreach through partnerships within the community, providing individualized support to students and families with specific needs.

Section 2: Building Partnerships for Student Outcomes

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Practices	Rating Scale Number
5. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.	4
6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	5
7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.	4
8. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.	5

Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Partnerships for Student Outcomes.

The Tracy Unified School District (TUSD) is dedicated to actively engaging with all families, using various communication methods including automated calls/texts, social media, website updates, and the Aeries Parent Portal. TUSD has Bilingual Parent Liaisons for outreach in English and Spanish, and the Prevention Services Department provides individual support to students who are homeless or in foster care. School sites work with their School Site Council and English Learner Advisory Committee (ELAC) to customize school plans to meet specific needs. Feedback indicates that TUSD's efforts to nurture staff-family relationships are acknowledged and valued. The district cherishes these community connections and has invested in Parent Liaisons to educate families about resources, programs, and services. TUSD plans to broaden its parent and community engagement initiatives in the 2023-24 period, including The Latino Literacy Project, College Bound via the Boys & Girls Club, PIQE, Mental Health Workshops, and Educational Nights focusing on STEM, Math, and Literacy. TUSD will maintain a Prevention Services Coordinator to enhance parent outreach, particularly for underrepresented families. Furthermore, TUSD will organize parent workshops to clarify the special education process and parents' rights, as well as continue Title I Parent Advisory Meetings to inform parents about Title I services and contribute to the LCAP.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for Student Outcomes.

TUSD remains committed to enhancing the delivery of two-way communication between families and educators, utilizing language that is clear and accessible for all diverse family groups.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.

Every TUSD school site collaborates with its School Site Council and English Learner Advisory Committee (ELAC) to evaluate and enhance school plans, ensuring they meet the unique needs of each school and its students. In an effort to better involve our underrepresented families and bolster parent participation, each TUSD school will organize an independent ELAC, facilitating greater access to current information and fostering stronger community ties. Moreover, the TUSD Prevention Services Department offers personalized support to students facing homelessness or in foster care, delivering essential resources to their families to promote better student success.

Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Practices	Rating Scale Number
9. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.	5
10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	5
11. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.	4
12. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	5

Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Seeking Input for Decision-Making.

TUSD is expanding the range of opportunities for parent and family involvement in decision-making processes. These opportunities include participation in the School Site Council, District and site ELAC, Title I Parent Advisory Committees, LCAP Surveys, and LCAP Community Engagement Meetings.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Seeking Input for Decision-Making.

The Tracy Unified School District's first district-wide Student Advisory Committee (SAC) was a success, emphasizing ongoing enhancement that bolstered student participation in their educational settings and offered crucial insights for decision-making, as well as feedback for the Local Control and Accountability Plan (LCAP). Furthermore, the LCAP survey data remains an effective method for collecting feedback that informs decision-making processes within TUSD and shapes the LCAP.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.

TUSD will continue to host an ELAC (English Learner Advisory Committee) at each individual school site to seek more input from underrepresented families. Additionally, in reviewing applications for SAC (Student Advisory Committee), students who represent our diverse population, including those from underrepresented groups at each school site, will be selected.

School Climate (LCFF Priority 6)

Introduction

The initial design of the Local Control Funding Formula recognized the critical role that positive school conditions and climate play in advancing student performance and equity. This recognition is grounded in a research base demonstrating that a positive school climate directly impacts indicators of success such as increased teacher retention, lower dropout rates, decreased incidences of violence, and higher student achievement.

In order to support comprehensive planning, LEAs need access to current data. The measurement of school climate provides LEAs with critical data that can be used to track progress in school climate for purposes of continuous improvement, and the ability to identify needs and implement changes to address local needs.

Introduction
LEAs are required, at a minimum, to annually administer a local climate survey. The survey must:

- Capture a valid measure of student perceptions of school safety and connectedness in at least one grade within each grade span the LEA serves (e.g. TK-5, 6-8, 9-12); and
- At a minimum, report disaggregated data by student groups identified in California Education Code 52052, when such data is available as part of the local school climate survey.

Based on the analysis of local data, including the local climate survey data, LEAs are to respond to the following three prompts. Each prompt response is limited to 3,000 characters. An LEA may provide hyperlink(s) to other documents as necessary within each prompt:

Prompt 1 (DATA): Describe the local climate survey data, including available data disaggregated by student groups. LEAs using surveys that provide an overall score, such as the California Healthy Kids Survey, are encouraged to report the overall score for all students as well as available student group scores. Responses may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

The Tracy Unified School District conducts an annual LCAP survey targeting parents, students, and staff. This survey encompasses questions related to safety and climate, gauging student perceptions of school safety and their sense of belonging. It addresses both physical and emotional safety and the extent to which students feel connected to staff, comfortable seeking assistance, and inspired to learn. The climate results (percentage of respondents agreeing or strongly agreeing that there is a positive climate) are as follows:

Parents: 92.31%
Students: 78.85%
Staff: 84.38%

Prompt 2 (MEANING): Describe key learnings, including identified needs and areas of strength determined through the analysis of data described in Prompt 1, including the available data disaggregated by student group.

Data shows that around 79% of students feel secure and engaged while at school. The Tracy Unified School District continued to augment the count of mental health experts, tutors, contracted behaviorists, and socio-emotional initiatives at school locations to assist in fostering a sense of safety and connection among students.

Prompt 3 (USE): Describe any changes to existing plans, policies, or procedures that the LEA determines necessary in order to address areas of need identified through the analysis of local data and the identification of key learnings. Include any revisions, decisions, or actions the LEA has, or will, implement for continuous improvement purposes.

In response to these findings, the district has substantially augmented resources including mental health professionals, hired tutors and behavior specialists, in-school and after-school intervention tutoring, broadened safe and secure after-school programs utilizing grant funds, and provided social-emotional programs during the school day at each school site. These measures aim to improve student well-being, increase the sense of safety, and reinforce the school community's bonds. Ongoing evaluations and modifications guarantee that these initiatives meet the evolving needs of students, fostering a nurturing atmosphere that supports learning and personal development.

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

TUSD utilizes CALPADS and Aeries Analytics for reporting to monitor the degree of access all students have to a comprehensive curriculum. TUSD counselors collaborate with students to determine course selections. The percentages of students in grades 7-12 enrolled in a Visual and Performing Arts program/course are as follows:

All Students: 41.6%
EL Students: 25.8%
LTEL Students: 38.5%
SED Students: 41.2%
HOM Students: 41.4%
FY: 55.6%

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)

TUSD employs master schedules and CALPADS reports to monitor the accessibility of a comprehensive curriculum for all students. Academic counselors in TUSD collaborate with students to explore available course options at their respective schools. Students are provided with a course catalog that includes course sections, high school diploma criteria, and A-G requirements. TUSD is currently in its fifth year of implementing and broadening the inclusion model, which aims to enhance the access of students in special education to a wide-ranging course of study.

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)

TUSD is actively examining bell and master schedules at the high school level to enhance students' access to credit recovery, core courses, and acceleration opportunities.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

TUSD continues to partner with the San Joaquin County Office of Education to improve academic and A-G outcomes, ensuring students are college and career-ready. Middle and high school teams analyzed suspensions, grades, and attendance data to identify students needing additional academic or social-emotional support, focusing on A-G course completion. Key groups included Foster Youth, English Learners, and Socio-Economically Disadvantaged students. TUSD is also in its fifth year of expanding the inclusion model to provide special education students with broader course access. A-G completion rates for the Class of 2023, reported in Fall 2023, are:

All Students: 31.0%
English Learners: 8.1%
Socio-Economically Disadvantaged Students: 21.7%
Homeless Students: 11%
Foster Youth: Data was suppressed for privacy due to fewer than 11 students

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 29, 2025
SUBJECT: **Receive Report on State Indicators for the Tracy Charter School**

BACKGROUND: The Dashboard is the reporting system for California's Multiple Measures Accountability System. The State's accountability system includes both State and local indicators. The Dashboard displays the status (current performance), the change (difference from prior performance), and the performance level (color) for each state indicator. Local Educational Agencies (LEAs) are required to measure progress in the Local Indicators, report these results as part of a non-consent item at a regularly scheduled public meeting of the local Governing Board/Body, in conjunction with the adoption of the LCAP, and report results to the public through the Dashboard.

RATIONALE: As the District must report to its Governing Board annually on the Local Indicators, this report will provide an update on the Tracy Charter School's progress on the following State indicators: Priority 2: Implementation of State Academic Standards; Priority 3: Parent and Family Engagement; Priority 6: School Climate; and Priority 7: Access to a Broad Course of Study.

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: There is no cost involved with this agenda item.

RECOMMENDATION: Receive Report on State Indicators for the Tracy Charter School.

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

2025-26 Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
Tracy Independent Study Charter School, Tracy Unified School District	Annabelle Lee Principal	alee@tusd.net 209-830-3380

Introduction

The California State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area.

This template is intended as a drafting tool and based on the Local Performance Indicator Quick Guide published by CDE in January 2024.

Performance Standards

The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific Local Control Funding Formula (LCFF) priority.
- Report the results as part of a non-consent item at the same public meeting of the local governing board/body at which the Local Control and Accountability Plan (LCAP) is adopted.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

This Quick Guide identifies the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

Local Indicators

The local indicators address the following state priority areas:

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home

- Number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA's Teacher Assignment Monitoring and Outcome data available at https://www.cde.ca.gov/ds/ad/tamo.asp.

- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and

- The number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies)

Implementation of State Academic Standards (LCFF Priority 2)

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same public meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers an annual local climate survey that captures a valid measure of student perceptions of school safety and connectedness, in at least one grade within each grade span(s) the LEA serves (e.g., TK-5, 6-8, 9-12), and reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and to educational partners and the public through the Dashboard.

Access to a Broad Course of Study (LCFF Priority 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Expelled Students – County Office of Education (COE) Only (LCFF Priority 9)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA's Teacher Assignment Monitoring and Outcome data available at https://www.cde.ca.gov/ds/ad/tamo.asp.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies)

Academic Year	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
2022-23	19.1	96.5%	3.44%	0%	0.0%	0.0%	0.0%	0.0%

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0%

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The "Good Repair" Standard (Including Deficiencies and Extreme Deficiencies)	0

Implementation of State Academic Standards (LCFF Priority 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the optional reflection tool (Option 2).

OPTION 1: Narrative Summary (Limited to 3,000 characters)
In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) – Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

Tracy Charter School has standards-aligned independent study online instruction for students in all of K-12. Students all have equal access to ELA, Math, Science, Social Science, PE, CTE, World Language and Art courses. Edgenuity provides immediate progress reports and feedback to students and teachers. These reports are used by all teachers as a local measure of each individual student's progress toward their learning goals.

Implementation of State Academic Standards (LCFF Priority 2)

OPTION 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. **Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.**

   Rating Scale (lowest to highest):
   1 - Exploration and Research Phase
   2 - Beginning Development
   3 - Initial Implementation
   4 - Full Implementation
   5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

2. **Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.**

Rating Scale (lowest to highest):
- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

3. **Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).**

Rating Scale (lowest to highest):
- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

Other Adopted Academic Standards

4. Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest):
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5	N/A
Career Technical Education				4		
Health Education Content Standards				4		
Physical Education Model Content Standards				4		
Visual and Performing Arts				4		
World Language				4		

Support for Teachers and Administrators

5. Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest):
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole				4	
Identifying the professional learning needs of individual teachers				4	
Providing support for teachers on the standards they have not yet mastered				4	

Optional Narrative (Limited to 1,500 characters)

6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

At Tracy Charter School, we implement California State Standards through a combination of online curriculum, credentialed teacher guidance, and regular student assessments.

Our primary instructional platform, Edgenuity, is aligned to the California State Standards and allows us to monitor real-time student progress across content areas. Teachers supplement the platform with targeted instruction and interventions based on student needs. Implementation progress is reviewed annually through internal assessments, FastBridge diagnostics, and stakeholder input gathered through the LCAP survey and WASC self-study process.

Parental Involvement and Family Engagement (LCFF Priority 3)

Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education's (CDE's) Family Engagement Toolkit: [1]

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified. The results of the process should be used to inform the LCAP and its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

1. Identify the diverse educational partners that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.

2. Engage educational partners in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.

3. Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):

   1 – Exploration and Research
   2 – Beginning Development
   3 – Initial Implementation
   4 – Full Implementation
   5 – Full Implementation and Sustainability

4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.

5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

Sections of the Self-Reflection Tool

Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Practices	Rating Scale Number
1. Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	4
2. Rate the LEA's progress in creating welcoming environments for all families in the community.	4
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	4
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	5

Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Relationships Between School Staff and Families.

Tracy Charter has made strong progress in fostering meaningful connections between school staff and families. Through targeted professional development, staff are equipped with strategies to build trusting, respectful relationships with families from diverse backgrounds.

The school maintains a welcoming, inclusive environment supported by family-friendly policies and accessible facilities. A monthly community newsletter and centralized communication hub keep families informed and connected.

Programs are designed to help staff understand each student's individual goals, supporting personalized learning experiences. Additionally, Tracy Charter prioritizes two-way communication by offering multiple accessible channels, ensuring all families have the opportunity to engage actively in their child's education.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Relationships Between School Staff and Families.

Based on input from educational partners and findings from the WASC self-study and LCAP engagement process, Tracy Charter has identified key areas for growth in building relationships between school staff and families. The school will continue to support staff in deepening their competency to better connect with and serve diverse student populations. Additionally, Tracy Charter aims to expand both in-person and virtual engagement opportunities through targeted workshops, events, and advisory sessions to strengthen family involvement and promote a collaborative school community.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

Tracy Charter School leverages its small class sizes to foster strong, individualized relationships between staff, students, and families. Teachers dedicate at least one hour per week to in-person student support, which also serves as a valuable opportunity to engage families and strengthen home-school connections. These consistent, personalized interactions help build trust and create a collaborative support system for each student.

To better engage underrepresented families identified during the self-reflection process, Tracy Charter uses a variety of communication tools—including automated phone calls, text messages, emails, district and site webpages, and the Aeries Parent Portal—to accommodate diverse language, technology, and accessibility needs.

Moving forward, the school will work closely with families to identify their preferred communication methods and expand outreach through culturally responsive practices. By continuing to offer multiple, inclusive communication pathways and involving families in feedback loops, Tracy Charter aims to increase participation and ensure that underrepresented voices are actively included in the educational experience.

Section 2: Building Partnerships for Student Outcomes

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Practices	Rating Scale Number
5. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.	4
6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	4
7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.	5

Practices	Rating Scale Number
8. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.	5

Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Partnerships for Student Outcomes.

Tracy Charter demonstrates strong progress in building partnerships that support student outcomes. Our school places a high value on fostering positive relationships within both the school and broader community. Staff, including administrators, teachers, counselors, and office personnel, work collaboratively to communicate available resources, programs, and services to students and families. We also partner with the TUSD Prevention Services Department to provide targeted support for students experiencing homelessness and foster youth, ensuring families receive the assistance they need.

Tracy Charter families are regularly invited to participate in parent outreach events and provide input on school and district initiatives. In addition, our school's Advisory Council plays a key role in reviewing student performance data and helping to develop responsive strategies to address schoolwide needs. These collaborative efforts have strengthened family-school partnerships and contributed to improved student support systems.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for Student Outcomes.

Based on educational partner feedback and local data analysis, Tracy Charter School has identified the need to strengthen and expand its efforts in building partnerships for student outcomes.
Key focus areas include increasing accessibility to school resources and ensuring families have the tools to support student learning at home.

The school will also work to provide more frequent, diverse, and inclusive opportunities for families, teachers, and students to engage in meaningful dialogue about academic progress.
Sustaining and deepening collaboration with community partners remains a priority, particularly in creating shared ownership of student success and ensuring all voices are represented in school planning and decision-making.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.

To improve engagement of underrepresented families, Tracy Charter School will implement a comprehensive, equity-focused approach that builds strong, trusting relationships within the school and community. All staff will continue to play a key role in clearly communicating available resources and supports. Through our partnership with TUSD Prevention Services, we will provide targeted assistance to students experiencing homelessness or in foster care, ensuring that the specific needs of these families are met.

We will also expand parent outreach events and strengthen the role of our Advisory Council to encourage more inclusive family participation in school decision-making. By offering a wider range of accessible, culturally responsive engagement opportunities, Tracy Charter aims to empower underrepresented families to take an active role in supporting their child's academic journey and contributing to school improvement efforts.

Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Practices	Rating Scale Number
9. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.	5
10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	4
11. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.	5
12. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	4

Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Seeking Input for Decision-Making.

Tracy Charter School demonstrates strengths in seeking input for decision-making. Tracy Charter parents and students provided input through the TUSD LCAP and WASC accreditation process, which included multiple opportunities for review and comment. The school builds the capacity of and supports principals and staff to engage families in advisory groups and decision-making processes, fostering a collaborative environment. Furthermore, Tracy Charter School promotes collaboration between families, teachers, principals, and district administrators in planning, designing, implementing, and evaluating activities at both school and district levels.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Seeking Input for Decision-Making.

Tracy Charter School focuses on improving Seeking Input for Decision-Making by developing multiple, effective communication channels to gather family and community input and establishing regular opportunities for feedback through surveys, meetings, and forums. Additionally, Tracy Charter School aims to increase transparency around how input is used to inform decisions, fostering trust and accountability, and to create collaborative platforms where families, students, and staff can engage in meaningful dialogue about school initiatives and policies.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.

The school provides all families with opportunities to provide input on policies and programs through the LCAP process, with strategies in place to reach and seek input from underrepresented groups, ensuring inclusivity in decision-making processes.

School Climate (LCFF Priority 6)

Introduction

The initial design of the Local Control Funding Formula recognized the critical role that positive school conditions and climate play in advancing student performance and equity. This recognition is grounded in a research base demonstrating that a positive school climate directly impacts indicators of success such as increased teacher retention, lower dropout rates, decreased incidences of violence, and higher student achievement.

In order to support comprehensive planning, LEAs need access to current data. The measurement of school climate provides LEAs with critical data that can be used to track progress in school climate for purposes of continuous improvement, and the ability to identify needs and implement changes to address local needs.

Introduction

LEAs are required, at a minimum, to annually administer a local climate survey. The survey must:

- Capture a valid measure of student perceptions of school safety and connectedness in at least one grade within each grade span the LEA serves (e.g. TK-5, 6-8, 9-12); and
- At a minimum, report disaggregated data by student groups identified in California Education Code 52052, when such data is available as part of the local school climate survey.

Based on the analysis of local data, including the local climate survey data, LEAs are to respond to the following three prompts. Each prompt response is limited to 3,000 characters. An LEA may provide hyperlink(s) to other documents as necessary within each prompt:

Prompt 1 (DATA): Describe the local climate survey data, including available data disaggregated by student groups. LEAs using surveys that provide an overall score, such as the California Healthy Kids Survey, are encouraged to report the overall score for all students as well as available student group scores. Responses may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

Tracy Charter administers an annual LCAP survey to parents, students and staff. This survey incudes questions pertaining to the safety and climate and captures a measure of student perceptions of school safety and connectedness.
Questions on the survey touch both on physical and emotional safety as well as how connected and comfortable students feel connecting with staff, asking for help and being motivated to learn.

CLIMATE- Positive Response Percentages (% change from previous year)
Parents - 97.12% (+2.90%)
Students - 95.62% (+0.64%)
Staff - 94.47% (-0.40%)

SAFETY - Positive Response Percentage
Parents - 99.00% (+2.6%)
Students - 96.16% (+4.3%)
Staff - 96.77% (+4.77%)

Prompt 2 (MEANING): Describe key learnings, including identified needs and areas of strength determined through the analysis of data described in Prompt 1, including the available data disaggregated by student group.

Based on Tracy Charter School's LCAP survey data, key learnings reflect continued strength in school climate and safety, with meaningful growth in perceptions across all educational partner groups. Students and parents both reported increased levels of connectedness and comfort on campus, while staff results remained consistently high, indicating sustained trust in the school's environment. Notably, safety perceptions showed substantial increases across the board, particularly among students (+4.3%) and staff (+4.77%), highlighting the school's effective efforts to promote both physical and emotional safety.

Areas of Strength:
Tracy Charter School continues to demonstrate a strong and supportive school climate. The vast majority of parents (97.12%), students (95.62%), and staff (94.47%) responded positively about the overall school environment. Parents reported the highest perception of safety at 99%, reinforcing trust in the school's ability to protect and support students. These outcomes underscore the impact of consistent communication, meaningful student-staff relationships, and proactive outreach efforts, all contributing to a positive, inclusive learning atmosphere.

Identified Needs:
While overall results are highly favorable, the slight decrease in staff-reported climate (+/- 0.4%) points to the importance of maintaining open lines of communication and attending to staff well-being. Continued investment in opportunities for professional connection, shared decision-making, and campus support is essential. Tracy Charter remains committed to strengthening these areas while maintaining the momentum of high engagement and fostering even greater connectedness across all educational partners.

Prompt 3 (USE): Describe any changes to existing plans, policies, or procedures that the LEA determines necessary in order to address areas of need identified through the analysis of local data and the identification of key learnings. Include any revisions, decisions, or actions the LEA has, or will, implement for continuous improvement purposes.

Tracy Charter will continue to offer mental health professional services to provide support for students with social emotional needs. Tracy Charter will continue with monthly safety drills to ensure staff and students know how to respond during an emergency.
Students are comfortable coming to campus (as opposed to exclusively virtual), and want more opportunities to engage with their peers. We started the Student Success/Resource Center, so students can come on campus to get help with their schoolwork or have a quiet place to work with intervention support available, if needed.

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

Tracy Charter School employs several locally selected measures and tools to track students' access to and enrollment in a broad course of study, ensuring equitable opportunities across grade spans, unduplicated student groups, and individuals with exceptional needs served. Aside from monitoring student progress on the online learning platform, Tracy Charter school utilizes a full-time English Language Development (ELD) teacher dedicated to supporting English Learner (EL) students. This includes implementing differentiated instruction tailored to diverse linguistic needs and providing targeted support to ensure EL students can fully participate in the school's curriculum.

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student

groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)

Tracy Charter provides each student with a laptop device and hot spot as we are primarily a virtual charter school. Having teachers provide in person, as well as, virtual support provides an effective instruction program model. There are no barriers to all students accessing this course of study, as all students can take all courses. There is no limit to how many of our students are able to take any individual courses as there are at a traditional school with traditional master schedule constraints.

Tracy Charter School conducts regular assessments and reviews student data to identify and address any barriers to access or enrollment, ensuring that all students receive the necessary resources and support to achieve academic success. Across student groups, Tracy Charter School provides access and enrollment in a broad course of study to all. Special education progress monitoring is integral to the school's approach, ensuring that students with exceptional needs receive tailored support and resources to participate effectively in the curriculum. Tracy Charter School continues to refine its strategies to address any disparities in access and enrollment, aiming to provide all students with equitable opportunities to thrive academically.

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)

Despite providing laptops and hotspots, Tracy Charter School faces ongoing challenges in ensuring access to a broad course of study for all students in its independent study online format. These challenges include varying levels of digital literacy among students and families, which can impact effective use of online learning tools. Maintaining student engagement and motivation remains crucial, along with the difficulty of delivering specialized or hands-on instruction virtually. Access to comprehensive support services, equitable resource distribution, and effective assessment methods also pose some significant barriers.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

Addressing these challenges requires continued efforts in providing tailored support, enhancing digital skills, and fostering a collaborative environment to optimize learning experiences for all students. Recognizing the importance of engagement and motivation, we are working to be more interactive and developed teaching strategies to enhance student participation. Moreover, we are expanding resources and tools to deliver specialized instruction effectively, addressing diverse learning needs across subjects. We continue to refine assessment methods and accountability measures to monitor student progress effectively and adjust instructional strategies as needed.

Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)

Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.

Rating Scale (lowest to highest):
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
1. Assessing status of triennial plan	[No response	[No response	[No response	[No response	[No response

Coordinating Instruction	1	2	3	4	5
for providing educational services to all expelled students in the county, including:	required]	required]	required]	required]	required]
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils.					
2. Coordinating on development and implementation of triennial plan with all LEAs within the county.					
3. Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.					
4. Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.					

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

Assess the degree of implementation of coordinated service program components for foster youth in your county.

Rating Scale (lowest to highest):

1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					
5. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					

Coordinating Services	1	2	3	4	5
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 4, 2025
SUBJECT: **Receive Report on the LCAP Federal Addendum**

BACKGROUND: The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs can meet the Local Educational Agency (LEA) Plan provisions of the ESSA. The LCAP Federal Addendum allows LEA's to show how they strategically use federal funds to complement their state accountability plans, ensuring all students have access to equitable educational opportunities. The LCAP Federal Addendum Template has been updated and submitted to the California Department of Education (CDE) to apply for ESSA funding.

RATIONALE: The LCAP Federal addendum requires LEA's to address the needs of low-income students, English learners, foster youth, homeless students, and students with disabilities. This ensures federal funding is equitably used to reduce achievement gaps. By clearly outlining how funds are spent and programs are implemented, the Federal Addendum increases transparency to stakeholders.

FUNDING: No funding is required for this agenda item

RECOMMENDATION: Receive Report on LCAP Federal Addendum

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: June 4, 2025
SUBJECT: **Receive District's Budget Overview for Parents for the 2025-2026 School Year**

BACKGROUND: California Education Code (EC) Section 52064.1 requires each school district, County Office of Education (COE), and charter school (LEA) to develop the Local Control Funding Formula (LCFF) Budget Overview for Parents in conjunction with the LCAP by July 1 of each year. The District Budget Overview for Parents requires LEA Governing Board approval, and is submitted in conjunction with the District's First Interim Budget Report, which also requires Governing Board approval.

RATIONALE: The purpose of the Budget Overview for Parents is to provide fiscal transparency to parents and all other stakeholders. The Budget Overview for Parents is required to contain the following information: The total projected General Fund revenue for the current school year as of the date of the First Interim Report, with the funds broken out as follows:

- The LCFF revenue
- The LCFF supplemental and concentration grants
- All other state funds
- All local funds
- All federal funds
- Federal CARES funds

According to State Statute, *To the greatest extent practicable, the Budget Overview for Parents should use language that is understandable and accessible to parents and all other stakeholders.* This Agenda Item supports District Strategic 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: Receive District's Budget Overview for Parents for the 2025-2026 School Year.

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

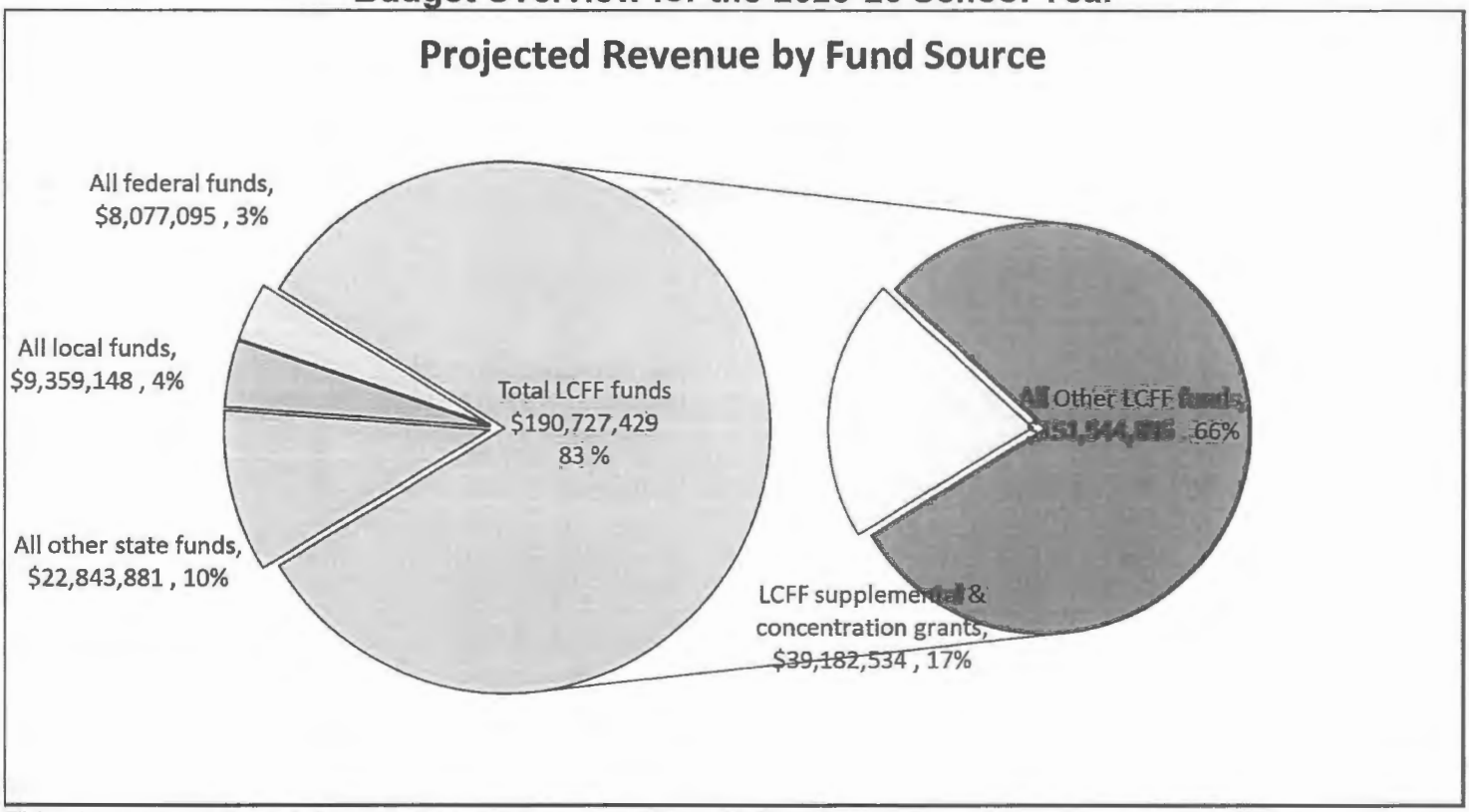
TRACY

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Tracy Unified School District
CDS Code: 39754990000000
School Year: 2025-26
LEA contact information:
Dr. Michael Bunch
Director of Continuous Improvement, State and Federal Programs
mbunch@tusd.net
209 830-3210

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2025-26 School Year

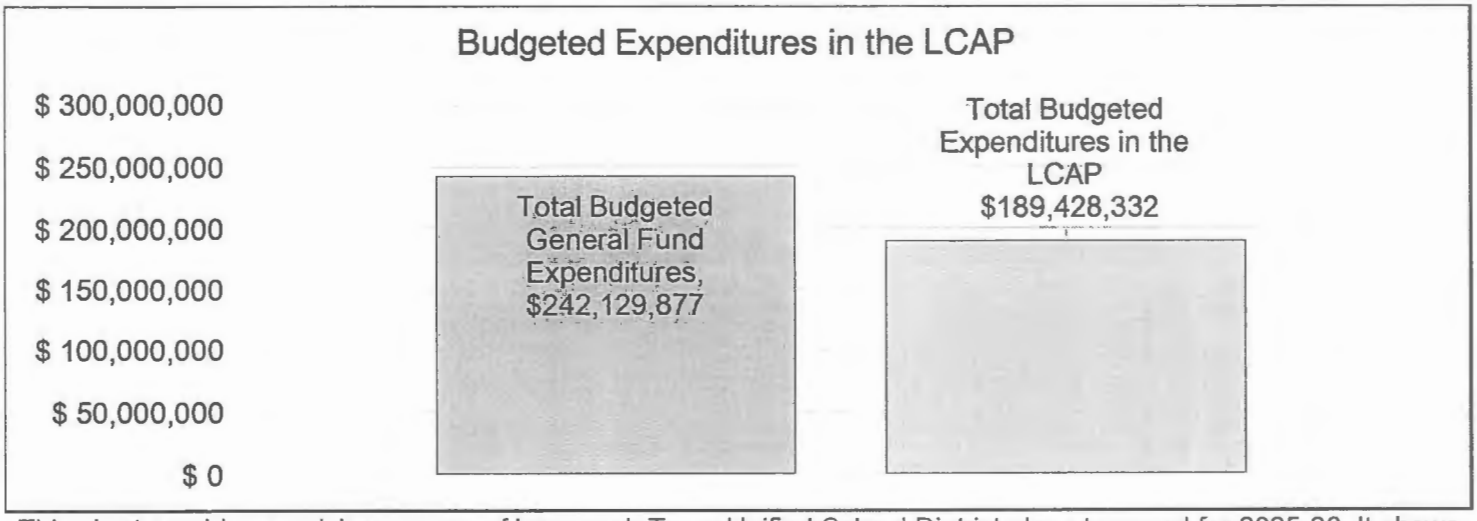


This chart shows the total general purpose revenue Tracy Unified School District expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Tracy Unified School District is $231,007,553, of which $190,727,429.00 is Local Control Funding Formula (LCFF), $22,843,881.00 is other state funds, $9,359,148.00 is local funds, and $8,077,095.00 is federal funds. Of the $190,727,429.00 in LCFF Funds, $39,182,534.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Tracy Unified School District plans to spend for 2025-26. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Tracy Unified School District plans to spend $242,129,877.00 for the 2025-26 school year. Of that amount, $189,428,332.00 is tied to actions/services in the LCAP and $52,701,545 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

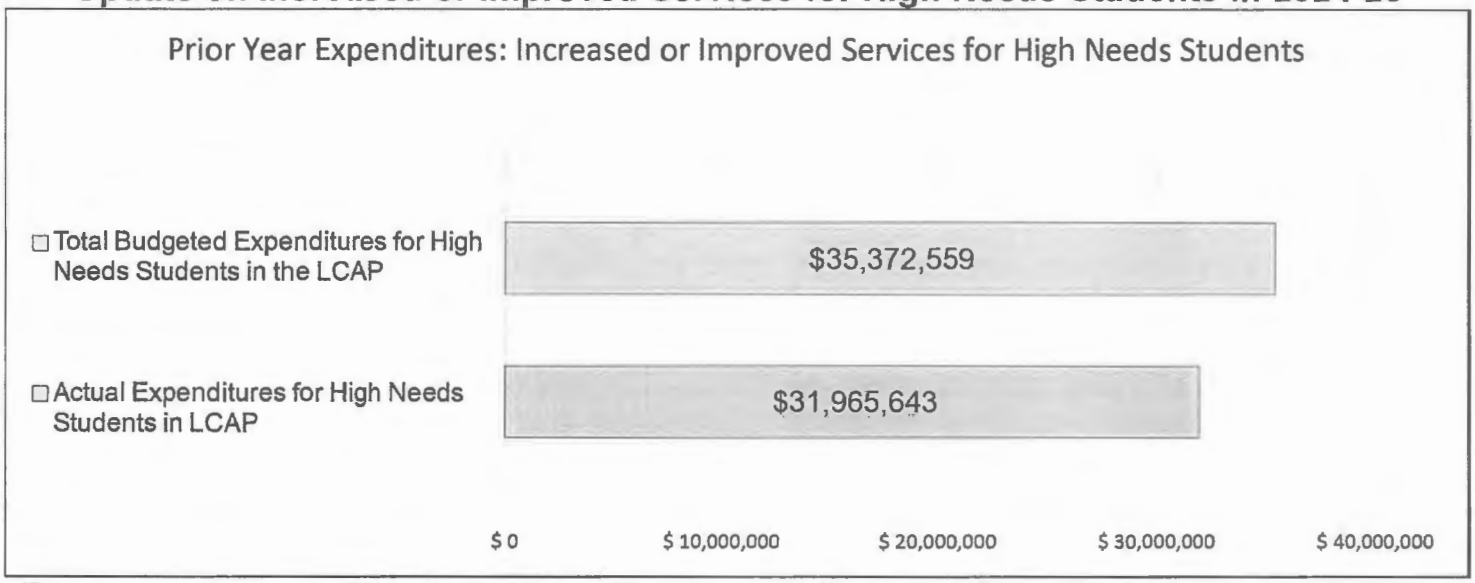
Expenditures not included in the LCAP include: health services, Human Resource services, and other administrative services--including maintenance, facilities, security, and transportation.

Increased or Improved Services for High Needs Students in the LCAP for the 2025-26 School Year

In 2025-26, Tracy Unified School District is projecting it will receive $39,182,534.00 based on the enrollment of foster youth, English learner, and low-income students. Tracy Unified School District must describe how it intends to increase or improve services for high needs students in the LCAP. Tracy Unified School District plans to spend $44,986,897.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2024-25



This chart compares what Tracy Unified School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Tracy Unified School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2024-25, Tracy Unified School District's LCAP budgeted $35,372,559.00 for planned actions to increase or improve services for high needs students. Tracy Unified School District actually spent $31,965,643.00 for actions to increase or improve services for high needs students in 2024-25.

The difference between the budgeted and actual expenditures of $3,406,916 had the following impact on Tracy Unified School District's ability to increase or improve services for high needs students:

The District did not complete the new textbook adoption process. This was due to a delay at the state level to release new curriculum options. The District was unable to provide supplemental training, materials, and professional development options to support implementation of newly adopted curriculum.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: June 6, 2025
SUBJECT: **Approve Entertainment, Assembly, Service, Business and Food Vendors**

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

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

Board Meeting Date	Board Approval Required Vendor Name	Insurance Expiration
6/24/2025	**CPR with Heart** - Provides CPR training, Elizabeth hughes, 916.248.3400, cprwithelizabeth@yahoo.com CONTRACT REQUIRED PRIOR TO OCCURRENCE	9/11/2025

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

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

FUNDING: Per attached summary of requisitions.

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

PREPARED BY: Cerina V Reyes, Facility Use Coordinator.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: June 23, 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 West High School /Tracy Unified School District:

1. Youth on Course - $1,000.00 (Ck #45522). This donation is for the Girl's Golf Program.

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. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 10, 2025
SUBJECT: **Approve Accounts Payable Warrants (April & May 2025)**

BACKGROUND: Each month the Financial Services Department submits summaries of warrants issued monthly to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (April & May 2025).

Prepared by: Lori Nelson, Director of Financial Services.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 10, 2025
SUBJECT: **Approve Payroll Reports (April & May 2025)**

BACKGROUND: Financial Services Department submits summaries of payroll warrants issued each month to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #7-Develop Powerful Educational Leaders.

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (April & May 2025).

Prepared by: Lori Nelson, Director of Financial Services.

Pay Date 04/10/2025 **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	507,207.32	Teachers' Salaries
	1200	843.90	Cert Pupil Support Salaries
	1300	840.00	
	1900	8,196.14	Other Certificated Salaries
	1999	0.00	1000 Salary Payroll Errors
	2100	35,438.78	Instructional Aides' Salaries
	2200	154,490.09	Classified Support Salaries
	2300	499.93	
	2400	20,573.62	Clerical & Office Salaries
	2900	7,492.01	Other Classified Salaries
	Total Labor	**735,581.79**	

Fund 01	SACS Object	Amount	
	3101	63,125.28	STRS On 1000 Salaries
	3102	28.54	STRS On 2000 Salaries
	3201	86.61-	PERS On 1000 Salaries
	3202	9,177.49	PERS On 2000 Salaries
	3301	9,859.99	
	3302	13,966.20	
	3501	258.70	State Unemploy On 1000 Salary
	3502	109.03	State Unemploy On 2000 Salary
	3601	8,612.77	Worker'S Comp Ins On 1000 Sal
	3602	3,639.34	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**108,690.73**	

Fund 09	SACS Object	Amount	
	1100	0.00	Teachers' Salaries
	Total Labor	**0.00**	

Fund 09	SACS Object	Amount	
	3101	9.15	STRS On 1000 Salaries
	Total Contributions	**9.15**	

Fund 11	SACS Object	Amount	
	1100	7,676.19	Teachers' Salaries
	1200	843.90	Cert Pupil Support Salaries
	2100	2,998.11	Instructional Aides' Salaries
	2400	858.48	Clerical & Office Salaries
	Total Labor	**12,376.68**	

Fund 11	SACS Object	Amount	
	3101	1,565.68	STRS On 1000 Salaries
	3202	810.99	PERS On 2000 Salaries
	3301	123.54	
	3302	295.03	
	3501	4.25	State Unemploy On 1000 Salary
	3502	1.93	State Unemploy On 2000 Salary
	3601	141.91	Worker'S Comp Ins On 1000 Sal
	3602	64.24	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**3,007.57**	

Fund	12	SACS Object	Amount	
		1100	157.66	Teachers' Salaries
		2100	7,691.38	Instructional Aides' Salaries
		2400	0.00	Clerical & Office Salaries
		Total Labor	**7,849.04**	

Fund	12	SACS Object	Amount	
		3102	139.35	STRS On 2000 Salaries
		3202	612.20	PERS On 2000 Salaries
		3301	12.06	
		3302	374.19	
		3501	0.08	State Unemploy On 1000 Salary
		3502	3.85	State Unemploy On 2000 Salary
		3601	2.63	Worker'S Comp Ins On 1000 Sal
		3602	128.11	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**1,272.47**	

Fund	13	SACS Object	Amount	
		2200	18,275.93	Classified Support Salaries
		Total Labor	**18,275.93**	

Fund	13	SACS Object	Amount	
		3202	1,640.03	PERS On 2000 Salaries
		3302	974.57	
		3502	9.16	State Unemploy On 2000 Salary
		3602	304.38	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**2,928.14**	

ERP for California

Pay Date 04/30/2025 **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	5,923,011.54	Teachers' Salaries
	1200	747,435.12	Cert Pupil Support Salaries
	1300	723,925.39	Cert Suprvsrs' & Admins' Sal
	1900	211,709.47	Other Certificated Salaries
	2100	817,316.68	Instructional Aides' Salaries
	2200	1,282,942.03	Classified Support Salaries
	2300	287,922.60	Class Suprvsrs' & Admins' Sal
	2400	642,865.68	Clerical & Office Salaries
	2900	67,490.14	Other Classified Salaries
	Total Labor	**10,704,618.65**	

Fund 01	SACS Object	Amount	
	3101	1,393,307.21	STRS On 1000 Salaries
	3102	13,847.48	STRS On 2000 Salaries
	3201	82,210.61	PERS On 1000 Salaries
	3202	800,671.12	PERS On 2000 Salaries
	3301	124,058.88	
	3302	225,142.13	
	3401	697,239.72	
	3402	370,590.59	
	3501	3,803.02	State Unemploy On 1000 Salary
	3502	1,548.20	State Unemploy On 2000 Salary
	3601	126,686.69	Worker'S Comp Ins On 1000 Sal
	3602	51,609.35	Worker'S Comp Ins On 2000 Sal
	3701	65,439.09	
	3702	30,290.13	
	3901	164.36	
	Total Contributions	**3,986,608.58**	

Fund 09	SACS Object	Amount	
	1100	226,400.68	Teachers' Salaries
	1200	12,270.00	Cert Pupil Support Salaries
	1300	11,682.51	Cert Suprvsrs' & Admins' Sal
	2400	15,980.84	Clerical & Office Salaries
	Total Labor	**266,334.03**	

Fund 09	SACS Object	Amount	
	3101	47,807.45	STRS On 1000 Salaries
	3202	4,322.81	PERS On 2000 Salaries
	3301	3,441.26	
	3302	1,202.91	
	3401	18,294.94	
	3402	2,279.40	
	3501	125.14	State Unemploy On 1000 Salary
	3502	7.99	State Unemploy On 2000 Salary
	3601	4,169.87	Worker'S Comp Ins On 1000 Sal
	3602	266.18	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**81,917.95**	

Fund 11	SACS Object	Amount	
	1100	30,640.61	Teachers' Salaries
	1200	9,775.16	Cert Pupil Support Salaries
	1300	13,582.16	Cert Suprvsrs' & Admins' Sal
	2100	7,767.65	Instructional Aides' Salaries
	2400	8,499.68	Clerical & Office Salaries
	Total Labor	**70,265.26**	

Fund 11	SACS Object	Amount	
	3101	10,313.60	STRS On 1000 Salaries
	3202	4,400.31	PERS On 2000 Salaries
	3301	744.63	
	3302	1,204.31	
	3401	3,919.54	
	3402	1,704.70	
	3501	27.00	State Unemploy On 1000 Salary
	3502	8.14	State Unemploy On 2000 Salary
	3601	899.38	Worker'S Comp Ins On 1000 Sal
	3602	270.95	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**23,492.56**	

Fund 12	SACS Object	Amount	
	2100	55,543.76	Instructional Aides' Salaries
	2300	6,346.88	Class Suprvsrs' & Admins' Sal
	2400	4,912.51	Clerical & Office Salaries
	Total Labor	**66,803.15**	

Fund 12	SACS Object	Amount	
	3102	624.00	STRS On 2000 Salaries
	3202	14,045.10	PERS On 2000 Salaries
	3302	4,446.88	
	3402	3,282.80	
	3502	33.39	State Unemploy On 2000 Salary
	3602	1,112.72	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**23,544.89**	

Fund 13	SACS Object	Amount	
	2200	224,872.21	Classified Support Salaries
	2300	51,811.09	Class Suprvsrs' & Admins' Sal
	2400	22,161.45	Clerical & Office Salaries
	Total Labor	**298,844.75**	

Fund 13	SACS Object	Amount	
	3202	72,823.86	PERS On 2000 Salaries
	3302	21,524.82	
	3402	22,275.63	
	3502	149.50	State Unemploy On 2000 Salary
	3602	4,977.62	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**121,751.43**	

Pay Date 05/09/2025 **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	787,201.79	Teachers' Salaries
		1200	1,125.18	Cert Pupil Support Salaries
		1300	1,657.00	
		1900	4,243.07	Other Certificated Salaries
		1999	0.00	1000 Salary Payroll Errors
		2100	72,195.96	Instructional Aides' Salaries
		2200	244,429.42	Classified Support Salaries
		2400	24,897.17	Clerical & Office Salaries
		2900	12,747.47	Other Classified Salaries
		Total Labor	**1,148,497.06**	

Fund	01	SACS Object	Amount	
		3101	105,137.91	STRS On 1000 Salaries
		3202	11,242.50	PERS On 2000 Salaries
		3301	14,485.18	
		3302	21,898.37	
		3501	397.43	State Unemploy On 1000 Salary
		3502	176.17	State Unemploy On 2000 Salary
		3601	13,228.76	Worker'S Comp Ins On 1000 Sal
		3602	5,900.85	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**172,467.17**	

Fund	09	SACS Object	Amount	
		1100	0.00	Teachers' Salaries
		Total Labor	**0.00**	

Fund	09	SACS Object	Amount	
		3101	218.35	STRS On 1000 Salaries
		Total Contributions	**218.35**	

Fund	11	SACS Object	Amount	
		1100	14,323.39	Teachers' Salaries
		1200	1,125.18	Cert Pupil Support Salaries
		2100	544.74	Instructional Aides' Salaries
		2400	604.76	Clerical & Office Salaries
		Total Labor	**16,598.07**	

Fund	11	SACS Object	Amount	
		3101	2,804.21	STRS On 1000 Salaries
		3202	147.35	PERS On 2000 Salaries
		3301	224.00	
		3302	87.94	
		3501	7.72	State Unemploy On 1000 Salary
		3502	0.57	State Unemploy On 2000 Salary
		3601	257.32	Worker'S Comp Ins On 1000 Sal
		3602	19.15	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**3,548.26**	

Fund	12	SACS Object	Amount	
		1100	460.85	Teachers' Salaries
		2100	11,265.49	Instructional Aides' Salaries
		Total Labor	**11,726.34**	

Fund	12	SACS Object	Amount	
		3202	1,125.40	PERS On 2000 Salaries
		3301	35.25	
		3302	625.37	
		3501	0.23	State Unemploy On 1000 Salary
		3502	5.62	State Unemploy On 2000 Salary
		3601	7.68	Worker'S Comp Ins On 1000 Sal
		3602	187.63	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**1,987.18**	

Fund	13	SACS Object	Amount	
		2200	20,760.44	Classified Support Salaries
		Total Labor	**20,760.44**	

Fund	13	SACS Object	Amount	
		3202	1,779.07	PERS On 2000 Salaries
		3302	1,081.60	
		3502	10.40	State Unemploy On 2000 Salary
		3602	345.78	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**3,216.85**	

ERP for California

Pay Date 05/30/2025 **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	5,914,814.60	Teachers' Salaries
	1200	749,941.50	Cert Pupil Support Salaries
	1300	723,365.60	Cert Suprvsrs' & Admins' Sal
	1900	200,606.83	Other Certificated Salaries
	2100	814,737.75	Instructional Aides' Salaries
	2200	1,285,097.51	Classified Support Salaries
	2300	287,122.60	Class Suprvsrs' & Admins' Sal
	2400	650,968.05	Clerical & Office Salaries
	2900	69,632.73	Other Classified Salaries
	Total Labor	**10,696,287.17**	

Fund 01	SACS Object	Amount	
	3101	1,394,993.20	STRS On 1000 Salaries
	3102	13,847.48	STRS On 2000 Salaries
	3201	83,383.15	PERS On 1000 Salaries
	3202	802,369.27	PERS On 2000 Salaries
	3301	124,083.18	
	3302	225,958.83	
	3401	696,021.43	
	3402	377,157.80	
	3501	3,794.39	State Unemploy On 1000 Salary
	3502	1,552.97	State Unemploy On 2000 Salary
	3601	126,397.68	Worker'S Comp Ins On 1000 Sal
	3602	51,759.62	Worker'S Comp Ins On 2000 Sal
	3701	64,363.45	
	3702	29,115.10	
	3901	164.36	
	Total Contributions	**3,994,961.91**	

Fund 09	SACS Object	Amount	
	1100	217,668.35	Teachers' Salaries
	1200	12,270.00	Cert Pupil Support Salaries
	1300	11,682.51	Cert Suprvsrs' & Admins' Sal
	2400	15,980.84	Clerical & Office Salaries
	Total Labor	**257,601.70**	

Fund 09	SACS Object	Amount	
	3101	46,000.56	STRS On 1000 Salaries
	3202	4,322.81	PERS On 2000 Salaries
	3301	3,314.64	
	3302	1,202.91	
	3401	18,295.09	
	3402	2,279.40	
	3501	120.78	State Unemploy On 1000 Salary
	3502	7.99	State Unemploy On 2000 Salary
	3601	4,024.44	Worker'S Comp Ins On 1000 Sal
	3602	266.18	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**79,834.80**	

Fund 11	SACS Object	Amount	
	1100	30,640.61	Teachers' Salaries
	1200	9,775.16	Cert Pupil Support Salaries
	1300	13,582.16	Cert Suprvsrs' & Admins' Sal
	2100	7,767.65	Instructional Aides' Salaries
	2400	8,499.68	Clerical & Office Salaries
	Total Labor	**70,265.26**	

Fund 11

SACS Object	Amount	
3101	10,313.60	STRS On 1000 Salaries
3202	4,400.31	PERS On 2000 Salaries
3301	744.63	
3302	1,204.31	
3401	3,919.60	
3402	1,704.70	
3501	27.00	State Unemploy On 1000 Salary
3502	8.14	State Unemploy On 2000 Salary
3601	899.38	Worker'S Comp Ins On 1000 Sal
3602	270.95	Worker'S Comp Ins On 2000 Sal
Total Contributions	**23,492.62**	

Fund 12

SACS Object	Amount	
2100	56,222.60	Instructional Aides' Salaries
2300	6,346.88	Class Suprvsrs' & Admins' Sal
2400	6,872.80	Clerical & Office Salaries
Total Labor	**69,442.28**	

Fund 12

SACS Object	Amount	
3102	624.00	STRS On 2000 Salaries
3202	14,759.00	PERS On 2000 Salaries
3302	4,648.79	
3402	3,635.55	
3502	34.72	State Unemploy On 2000 Salary
3602	1,156.65	Worker'S Comp Ins On 2000 Sal
Total Contributions	**24,858.71**	

Fund 13

SACS Object	Amount	
2200	217,345.53	Classified Support Salaries
2300	51,811.09	Class Suprvsrs' & Admins' Sal
2400	12,720.91	Clerical & Office Salaries
Total Labor	**281,877.53**	

Fund 13

SACS Object	Amount	
3202	68,684.76	PERS On 2000 Salaries
3302	20,156.04	
3402	19,769.99	
3502	141.00	State Unemploy On 2000 Salary
3602	4,695.01	Worker'S Comp Ins On 2000 Sal
Total Contributions	**113,446.80**	

ERP for California

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 10, 2025
SUBJECT: **Approve Revolving Cash Fund Reports (April & May 2025)**

BACKGROUND: Each month the Financial Services Department submits summaries of revolving cash fund checks issued monthly to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (April & May 2025).

Prepared by: Lori Nelson, Director of Financial Services.

TUSD
REVOLVING CASH FUND
April 2025

Date	Num	Name	Memo	Paid Amou...
04/08/2(	10...	TOGO'S	PO25-00072 4/9/25 Pick up	
			01-0000-0-0000-7150-4300-8...	-157.14
TOTAL				-157.14
04/28/2(	10...	Victoria Pereira	01-0000-0-0000-7300-4300-8...	
TOTAL				0.00
04/02/2(	10...	Taqueria Las Coma...	WHS PO25-01447 Ag	
			01-7010-0-1110-1000-4300-7...	-432.73
TOTAL				-432.73
04/02/2(	10...	WEST SIDE PIONEE...	BES REQ25-02861 REQ25-0...	
			01-3010-0-1110-1000-5800-1...	-180.00
TOTAL				-180.00
04/02/2(	10...	WEST SIDE PIONEE...	VES PO25-02508, PO25-025...	
			01-3010-0-1110-1000-5800-4...	-180.00
TOTAL				-180.00
04/02/2(	10...	STOCKTON PORTS	PO25-02650 Steinh High Sc...	
			01-0709-0-3200-1000-4300-5...	-730.00
TOTAL				-730.00
04/04/2(	10...	DEPARTMENT OF P...	PO25-02788 Oscar Esparza,...	
			01-8150-0-0000-8110-5800-8...	-435.00
			01-8150-0-0000-8110-5800-8...	-435.00
TOTAL				-870.00
04/07/2(	10...	DEPARTMENT OF P...	PO25-02788 Jesus Guzman...	
			01-8150-0-0000-8110-5800-8...	-435.00
			01-8150-0-0000-8110-5800-8...	-435.00
TOTAL				-870.00
04/07/2(	10...	DEPARTMENT OF P...	PO25-02788 Richard Pereir...	
			01-8150-0-0000-8110-5800-8...	-435.00
			01-8150-0-0000-8110-5800-8...	-435.00
TOTAL				-870.00
04/07/2(	10...	Children's Museum ...	PO25-02733 South West Pa...	
			01-3010-0-1110-1000-5800-4...	-459.00
TOTAL				-459.00

TUSD
REVOLVING CASH FUND
April 2025

Date	Num	Name	Memo	Paid Amou...
04/08/2(	10...	TOGO'S	PO25-00072 4/9/25 Pick up	
			01-0000-0-0000-7150-4300-8...	-157.14
TOTAL				-157.14
04/17/2(	10...	Taqueria La Mexicana	PO25-00078 Stemline Dinne...	
			01-0000-0-0000-7150-4300-8...	-297.70
TOTAL				-297.70
04/24/2(	10...	The Brew Life Coffe...	MCK PO25-02894 Staff App...	
			01-0000-0-1110-1000-4300-2...	-455.00
TOTAL				-455.00
04/24/2(	10...	Taqueria Las Coma...	MCK PO25-02859 Staff Lunch	
			01-0000-0-1110-1000-4300-2...	-775.05
TOTAL				-775.05
04/24/2(	10...	CITY OF TRACY	MVMS PO25-01993 Promoti...	
			01-0000-0-1110-1000-5600-3...	-454.00
TOTAL				-454.00
04/28/2(	10...	Victoria Pereira	VOID: reimburse deduction...	
TOTAL				0.00
04/28/2(	10...	Speer BBQ	SUP PO25-02647 4/29/25 Ev...	
			01-0000-0-0000-7110-4300-8...	-1,019.72
TOTAL				-1,019.72
04/28/2(	10...	JENNIFER MESSEN...	WHS PO25-02595 INV0017	
			01-6770-0-1110-1000-5800-7...	-1,000.00
TOTAL				-1,000.00
04/28/2(	10...	KEVIN MESSENGER	WHS PO25-02594INV 0018	
			01-6770-0-1110-1000-5800-7...	-500.00
TOTAL				-500.00
04/30/2(	10...	Victoria Pereira	reimburse deduction in err...	
			01-0000-0-0000-7300-4300-8...	-49.00
TOTAL				-49.00

TUSD
REVOLVING CASH FUND
May 2025

Date	Num	Name	Memo	Paid Amount
05/12/2025	**10159**	**TOGO'S**	**SUP PO25-00072 5/13/25 event**	
			01-0000-0-0000-7150-4300-810-1001	-190.10
TOTAL				-190.10
05/19/2025		**Taqueria La Mexicana**	**SUP PO25-00078 5/22/25 Event**	
			01-0000-0-0000-7150-4300-800-1101	-211.10
TOTAL				-211.10
05/09/2025	**10158**	**Speer BBQ**	**SUP PO25-02647 Volunteer Luncheon**	
			01-0000-0-0000-7110-4300-800-1101	-735.02
TOTAL				-735.02
05/12/2025	**10159**	**TOGO'S**	**SUP PO25-00072 5/13/25 event**	
			01-0000-0-0000-7150-4300-810-1001	-190.10
TOTAL				-190.10

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 23, 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
June 23, 2025

A.

Vendor:	GPRS
Sites:	West High School
Item:	Proposal
Services:	Ground penetrating radar for the West High Ag Project
Cost:	$1,225.00
Project Funding:	Fund 25

B.

Vendor:	HMC Architects
Sites:	Tracy High School
Item:	Proposal
Services:	Architectural and Engineering Services for storefront system in the administration building.
Cost:	$23,000.00
Project Funding:	Fund14

C.

Vendor:	PPG Paints
Sites:	Tracy High School
Item:	Proposal
Services:	Supply Paint for the Administration Building at Tracy High
Cost:	$9,452.82
Project Funding:	Fund 14

D.

Vendor:	Colbi
Sites:	Facilities
Item:	Proposal
Services:	Capital Facility & Bond Program Accounting & Management Software for 8 years
Cost:	$280,000.00
Project Funding:	Bond

E.

Vendor:	HB Restoration, Inc.
Sites:	Tracy High School
Item:	Contract
Services:	Paint Tracy High Admin Building
Cost:	$37,345.00
Project Funding:	Fund 14

F.

Vendor:	Bovee Environment
Sites:	Tracy High School
Item:	Proposal
Services:	Lead testing for the THS Painting Project
Cost:	$775.00
Project Funding:	Fund 25

G.

Vendor:	Assad Insurance Agency, Inc.
Sites:	Tracy Unified School District
Item:	Property & Liability Insurance Renewal for 25.26 Fiscal Year
Services:	Property and liability insurance includes premises and vehicles, real property and contents, crime/employee dishonesty, electronic data processing, equipment breakdown, excess liability, cyber liability, claims administration, NorCal Relief claims administration, safety inspections and real property appraisals.
Cost:	$1,697,888.00
Project Funding:	General Fund/Risk Management

H.

Vendor:	Department of Justice
Sites:	Tracy Unified School District
Item:	Routine Purchase Order for 25.26 School Year
Services:	Fingerprinting services required for personnel, parent volunteers and coaches.
Cost:	$40,000.00
Project Funding:	General Fund

I.

Vendor:	Sameday Backflow Service
Sites:	Tracy Unified School District
Item:	Routine Purchase Order
Services:	Annual backflow testing
Cost:	$7,275.00
Project Funding:	General Fund

J.

Vendor:	SyTech Solutions
Sites:	Tracy Unified School District
Item:	Quote
Services:	SyTech will provide scanning and indexing of an estimated sixty-five boxes of personnel files.
Cost:	$17,479.60
Project Funding:	General Fund

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 12, 2025
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2025/26 School Year**

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

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

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

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

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

2025/2026 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
209 Tracy High Wrestling Booster Club	*Approved*	*Current*
Freiler Staff Parent Association	*Recommended for approval*	*Current*
George Kelly PTO	*Recommended for approval*	*Current*
Hirsch PTO	*Recommended for approval*	*Current*
Homefield Advantage Athletic Booster Club	*Recommended for approval*	*Current*
Kimball High PTSA	*Recommended for approval*	*Current*
Kimball High Quaterback and Cheer Booster Club	*Recommended for approval*	*Current*
Neylan Theatre Booster Club	*Recommended for approval*	*Current*
North School Parent Club	*Recommended for approval*	*Current*
Poet PTSA	*Recommended for approval*	*Current*
South/West Park Parent Club	*Recommended for approval*	*Current*
Tracy Bulldog Band Booster	*Recommended for approval*	*Current*
Tracy High Cheer Booster Club	*Recommended for approval*	*Current*
Tracy High Dance Booster Club	*Recommended for approval*	*Current*
Tracy High Football Booster Club	*Recommended for approval*	*Current*
Tracy High Softball Booster Club	*Recommended for approval*	*Current*
Tracy High Volleyball Booster Club	*Recommended for approval*	*Current*
West High Music Booster Club	*Recommended for approval*	*Current*
West High Theatre Booster Club	*Recommended for approval*	*Current*

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 4, 2025
SUBJECT: **Approve Literacy Day at Central School with Author Lisa Caprelli Endorf on September 19, 2025**

BACKGROUND: Central Elementary School will host author Lisa Caprelli Endorf on Friday, September 19, 2025, for a schoolwide Literacy Day. Ms. Caprelli, author of the *Unicorn Jazz* series, will lead three engaging, assembly-style sessions for students. Each session will incorporate storytelling, social-emotional learning, music, and interactive content aligned with promoting literacy and the joy of reading.

RATIONALE: This literacy-focused event supports Central School's efforts to build a strong reading culture and aligns with TUSD Strategic Goal #1 (Student Achievement). Lisa Caprelli's visit will inspire students to read and write, while offering social-emotional connections through her literature. The event includes 100 books for distribution to students and classrooms, along with music, art, and SEL-based enrichment materials. These resources will continue to support instruction and engagement beyond the event itself.

FUNDING: The total cost of $4,675 will be funded using Central Elementary's Title I allocation. This supports literacy development for all students, particularly those at risk of not meeting grade-level standards in reading.

RECOMMENDATION: Approve Literacy Day at Central School with Author Lisa Caprelli Endorf on September 19, 2025.

Prepared by: April Jacobs, Central School Principal.

Docusign Envelope ID: A7C9A94F-032D-4E7D-9597-C98A09ACEFA9



AUTHOR VISIT -

Literacy Day!

Invoice #0411 April 24, 2025

For: Central Elementary School
Tracy Unified School District
% April Jacobs, Principal ajacobs@tusd.net

Payable to: Happy & Fun Lifestyle, LLC
TAX ID 83-4399494
EIN DUNS 041891975
c/o Lisa Caprelli Endorf, Author
7 Moonstone Way
Mission Viejo, CA 92692
lisa@lisacaprelli.com
Tel: 949-677-8288

Description - Click here		Cost	Total
Author Visit Sessions - Assembly Style for **Friday, September 19, 2025**			2,900
100 Books for book signing opportunity and meet & greet: **Library / Teacher Hardcover books - Author will choose and send a variety from Unicorn Jazz series such as:** Unicorn Jazz Hardcover Bee-ing Happy Hardcover The Thing I Do Hardcover Baby I Love You - Finger puppet book Flying Taco (This new book may be out in time for this visit!)		Each $17 (Retails for $24)	$1,700
Beyond the Books: SEL Activities, Music sheets, coloring pages for ALL books *QR code and verbiage for your promotion - given to school on your unique Unicorn Jazz blog. ***Sample of school blog:** UnicornJazz.com/WestCovina		Complimentary	Free
Use of Unicorn Jazz™ Art for school promos: Included	Shipping and Handling		$75
Thank you! **UnicornJazz.com/Author-Visits**			**$ 4,675**

More available upon request.

DS
AJ

Docusign Envelope ID: A7C9A94F-032D-4E7D-9597-C98A09ACEFA9

Author Appearance Agreement

Author: Lisa Caprelli

Host School: **Central Elementary School, Tracy, CA**

Contact Person: **April Jacobs, Principal** ajacobs@tusd.net

This is an agreement between author, Lisa Caprelli and **Central Elementary School for:**

Author visit and books as previously outlined in Page 1 of this agreement

Date of Appearance: Friday, September 19, 2025 DS AJ

Total: $4,675 Please make check payable to Happy and Fun Lifestyle, % Lisa Caprelli Endorf

Time: 3 sessions TBD - assembly style grouping grades

Equipment Needs: Computer; LCD Projector & Screen (I bring my own thumb drive to transfer my content); Microphone (handheld or wireless/lavalier)

Option: Author book order forms will be sent to the school in advance for students/parents to order select books for author to autograph on the day of the book signing opportunity.

Lisa Caprelli will coordinate advance planning and itinerary with the school to create a one-of-a-kind, entertaining, educational experience for teachers and students.

Author is approved vendor of Tracy Unified School Districts. Publisher: **Happy and Fun Lifestyle, LLC c/o Lisa Caprelli Endorf,** 7 Moonstone Way, Mission Viejo, CA 92692

Date: 4/25/2025 Signed: DocuSigned by: April Jacobs DFC984F1DE31495... (Educator for school)

Lisa Caprelli

Date: 04/22/2025 Signed: _____
Author

Email: lisa@lisacaprelli.com (949) 677-8288 text or cell

Retain one copy for your records and scan/email the other one to lisa@lisacaprelli.com unless DocuSign is utilized on behalf of the parties. UnicornJazz.com/Author-Visits

Please communicate other needs as necessary.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 30, 2025
SUBJECT: **Approve the Consolidated Application For Funding (Con App) for the Tracy Unified School District for 2025-2026**

BACKGROUND: Each year, the District is required to submit to the State Department of Education, a Consolidated Application for Funding of Categorical Aid Programs. These programs include both Federal and State-funded programs. Federally funded programs include Title I (Economically Disadvantaged Students), Title II (Professional Development), Title III (English Language Learners). The Consolidated Application indicates the District's desire to participate in these programs, abide by their guidelines, and establish site eligibility for Title I participation. Individual School Plans for Student Achievement (SPSAs) containing specific goals, programs, and budgets are submitted to the School Board each year as an additional part of this approval process. SPSAs were approved at the June 10, 2025 Board Meeting.

RATIONALE: State law requires local Governing Board approval of the Consolidated Application For Funding 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 careers; 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: There is no cost to the District. However, *approval of this Con App guarantees that State and Federal Funds continue to be granted to the District.*

RECOMMENDATION: Approve the Consolidated Application for Funding (Con App) for the Tracy Unified School District for 2025-2026.

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

2025–26 Application for Funding

CDE Program Contact:
Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	No

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

Warning
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 23, 2025
SUBJECT: **Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Central 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 several artists who will work with Kindergarten through fifth grade for eight-week 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 also 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.

FUNDING: These contracts are to be paid with Prop 28 Funding. The Central School contract will not exceed $10,912.00 to be paid from Prop 28 funds.

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

Prepared by: April Jacobs, Principal, Central 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 Artist in Schools Residency, 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: 8 week sessions for 22 classrooms, with one artist-providing art lessons for students at Central 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 47 ( ) [ ] **HOURS** [x] **DAYS**, under the terms of this agreement at the following location Central School.

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

   a. District shall pay $10912.00 per [ ] **HOUR** [ ] **DAY** [x] **FLAT RATE**, not to exceed a total of $10912.00. 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** [ ] **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 27, 2025, and shall terminate on April 20, 2026.

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

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

7. Contractor shall contact the District's designee, April Jacobs, at (209) 830-3303 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

   b. Contractor **[ ] WILL [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:

Warren Sun

Contractor Signature Title

IRS Identification Number

Division Director of Operations

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

SAN JOAQUIN COUNTY
OFFICE OF EDUCATION

Artists-in-Schools

Quote 8/27

Thank you for your artist-in-schools residency request. Please reply with your approval of this quote within 7 days to secure your dates and we will issue you your MOU.
Your dates may be released after the 7 day period.

Contact Sandra Wendell, swendell@sjcoe.net, (209)468-4973

Your School Name: Central School
Your Name: April Jacobs
Your School District :Tracy Unified
Your Title: Principal
Email: ajacobs@tusd.net
A number where your Artist(s) can reach you? 209-830-3303
Start Date:8/27/2025
Fee: $10,912.00
Artist(s)
Rajni Sehgal
209-666-0200
thisisrajni@yahoo.com

Residency Dates
Group A 4 classes:
Aug : 27
Sept: 3, 10, 17, 24 Oct: 1, 15
Group B 4 classes:
Oct: 22, 29
Nov: 5, 12, 19 Dec: 3, 10, 17
Group C 4 classes:
March: 5, 19, 26 April: 2, 9, 16, 23, 30
Group D 4 classes:
March: 27
April: 10, 17, 24 May: 1, 8, 15, 22
Group E 3 classes:
Oct: 30 Nov: 6, 13, 20 Dec: 4, 11, 18 Jan: 7
Group F 3 classes:
April: 1, 8, 15, 22, 29 May: 6, 13, 20

Number of Classrooms 22
Grade Levels
KG 1st 2nd 3rd 4th 5th
Number of Weeks 8 weeks

62

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: **Ratify Agreement for Special Contract Services with Operation Scholars and Prevention Services Department for 2025 Summer School Program**

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

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

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

RECOMMENDATION: Ratify Agreement for Special Contract Services with Operation Scholars and Prevention Services Department for 2025 Summer School program.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

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

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 90 ( ) [X] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location see above.

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

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

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

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

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

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

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

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

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

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 the Boys and Girls Club at WHS for the 2025-2026 School Year**

BACKGROUND: West High School began the partnership with the Boys and Girls Club Program on campus in 2022-2023 School Year. Having a Boys & Girls Club on a high school campus. It enriches and empowers our youth through programs and activities. To ensure each student reaches their full potential as healthy, productive adults. To engage young people in activities to learn powerful life skills and introduce them to new experiences.

RATIONALE: The Boys and Girls Program at West High School will provide students, an alternative program to acclimate positively to all students on campus. It offers a safe, supervised environment after school, reducing risky behavior. Provides students with academic support like tutoring and college prep. Students can develop leadership, life skills, and build strong peer relationships. The club also connects teens with resources such as food, mental health support, and career training. Overall, it helps students succeed both in and out of the classroom. The goal of the program is to support students in their 9th grade year and to stay in a Comprehensive High School setting and transition to a fully integrated master schedule over time. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or 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: There is no cost to TUSD.

RECOMMENDATION: Approve the Boys and Girls Club at WHS for the 2025-2026 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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: To Enrich and Empower our youth through programs and activities. To ensure each student to reach their full potential as healthy, productive adults. To engage young people in activities to learn powerful life skills and introduce them to new experiences.

   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 2025-2026 School year ( ) [ ] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location Merrill F. West High School.

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

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

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

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

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

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

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Kelly Phil CEO

Contractor Signature Title

68-0028682

IRS Identification Number

CEO

Title

753 W. Lowell Ave

Address

Tracy, CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

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 21, 2025
SUBJECT: **Approve the CARE Program MOU at WHS for the 2025-2026 School Year**

BACKGROUND: During the 2023-2024 school year, West High School began the CARE Program facilitated by the San Joaquin County Office of Education. This program supports identified 9th grade students with an alternative program to assist in positively acclimating to High School. The program is aimed at 8th grade students that socially promote, have attendance challenges, or need extra support bridging to high school. Presently, 28% of 9th grade students are credit deficient (134 students), and .008% of 9th grade students have earned no credits at all (4 students). This program will address the needs of students who have been socially promoted to 9th grade and ensures that they have a successful transition to high school so that they earn all their credits in their freshman year and break the cycle of academic failure.

Community Active Response to Education (CARE) is A joint educational program between the San Joaquin County Office of Education and local School Districts. Students are dually enrolled with the School District and SJCOE. Students learn in a community classroom on a traditional school campus with the goal of supporting students who were not successful academically in prior school years. Most of the instruction in core academic courses will occur in one classroom with the CARE teacher, and students will push out to take their PE elective.

RATIONALE: The approved CARE Program at West High School will provide up to 22 selected students, an alternative program to acclimate positively to 9th grade. The goal of the program is to support students in their 9th grade year and to stay in a Comprehensive High School setting and transition to a fully integrated master schedule over time.

CARE Program Description:

- The program is for 22 (max) 9th graders and will be facilitated by the county.

- Students would be enrolled in a full 6-period day to include one County teacher to support core content subjects, and an elective or PE provided by TUSD teachers.
- Teachers use school adopted curriculum
- Student progress tracking all 4 years
- Eligible for summer school all 4 years of high school
- Staff from both CARE and high school will support students
- Individual support and instruction
- Tutoring opportunities
- Increased parent-teacher communication
- Teacher gets to know the student's learning gaps
- Parents can discuss core instruction with 1 teacher
- Field trips and activities
- Built in SEL curriculum

This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or 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: The CARE Program will be funded by San Joaquin County of Education and will be of no cost to TUSD.

RECOMMENDATION: Approve the CARE Program MOU at WHS for the 2025-2026 School Year.

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

MEMORANDUM OF UNDERSTANDING BETWEEN SAN JOAQUIN COUNTY OFFICE OF EDUCATION AND TRACY UNIFIED SCHOOL DISTRICT
JULY 1, 2025 THROUGH JUNE 30, 2026

PARTIES

This Memorandum of Understanding (MOU) is entered into between the San Joaquin County Office of Education hereinafter referred to as SJCOE and Tracy Unified School District, hereinafter referred to as DISTRICT.

PURPOSE

Whereas, SJCOE and DISTRICT have worked together to meet the needs of children in San Joaquin County, and;

Whereas, SJCOE and DISTRICT desire to jointly operate a community school pursuant to the California Education Code, section 1981 authorizing the establishment of county community schools, therefore;

Be it resolved that the SJCOE and DISTRICT shall operate a community school in Tracy, California (Merrill F. West High School Campus), under the authority of the San Joaquin County Board of Education consistent with all provisions of California law applicable to community schools and SJCOE's applicable Board Policies and Administrative Rules and Regulations (ARRs), except as otherwise specified herein.

OPERATIONAL AGREEMENT

SJCOE agrees to do the following:

- Operate the CARE Intervention/Diversion Program (CARE Program) as a community school for students referred by the DISTRICT and approved by San Joaquin County Probation as eligible for services under Section 654 of the Welfare and Institutions Code, served by SJCOE with SJCOE entitled to and claiming the Average Daily Attendance (ADA)

and California Basic Educational Data System (CBEDS) information as well as enrolling students with SJCOE Statewide Student Identifier (SSID) numbers.
- Assure access for all qualified and eligible students to the community school consistent with all provisions of the California Education Code and the California Code of Regulations related to community schools, and SJCOE Board Policies and ARRs.
- Hire and supervise an appropriately credentialed teacher.

The DISTRICT hereby agrees to do the following:

- Provide facilities necessary to house the CARE Program within the DISTRICT in order to serve identified students. DISTRICT shall have the right to restrict or deny use of its facilities to students who disrupt DISTRICT operations.
- Provide all educational supplies including textbooks, consumable supplies, technology, and printing as provided to other site teachers.
- Provide professional development consistent with the DISTRICT professional development plan.
- Provide classroom furniture for students and teacher.
- Provide maintenance, custodial services, and utilities.
- Provide home to school transportation for CARE students, as provided to other students.
- Provide CARE students access to lunch with peers, physical education classes, electives, and extra curricular activities according to the school site student handbook.
- Provide to the Superintendent all attendance and other information necessary to complete the state reports.
- Administer discipline, when applicable, and use eligibility criteria for sports and school activities for CARE students according to the DISTRICT's written policies and guidelines used for all other students.
- Provide, when applicable, special education services following any Individual Education Plan (IEP), conduct annual reviews, psychological assessment, and reevaluation.
- Provide, when applicable, services and accommodations under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

JOINT RESPONSIBILITIES

The CARE teacher, a SJCOE administrator, and a DISTRICT administrator will:

1) Agree on initial selection of students for CARE based on a review of attendance, academic and behavioral data;

2) Determine the appropriateness of placement in the CARE program for students with disabilities and provide services according to the pre-existing MOU with the DISTRICT.

FISCAL

SJCOE shall receive Local Control Funding Formula (LCFF) based on ADA for students enrolled in the CARE Program (CARE ADA). In the event ADA drops below 14 and does not cover the cost of the salary and benefits of the teacher, the DISTRICT will be billed at the rate of $1/14^{th}$ of the budgeted program cost for each student under 14, not to exceed the total cost of the teacher's salary and benefits.

TERM

This MOU is entered into and effective from July 1, 2025 through June 30, 2026. Notice must be given by DISTRICT in writing to discontinue the CARE Program for the following school year to SJCOE by February 15.

For the 2026- 2027 school year, this would require notification by February 15, 2026. SJCOE reserves the right to discontinue the CARE program with 30 days prior notice to the DISTRICT if CARE ADA is less than 13 for any individual class. If SJCOE wishes to otherwise discontinue the CARE Program for the following school year, it will provide notice to DISTRICT by February 15 of the current year.

MODIFICATION

This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by both parties. Should changes in legislation or the State budget occur that necessitate revision of this MOU, the DISTRICT and SJCOE shall meet to revise accordingly.

INDEMNIFICATION

DISTRICT agrees to defend, indemnify, and hold harmless SJCOE (including its directors, agents, officers, and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of DISTRICT, its director, agents, officers, or employees arising from DISTRICT's duties and obligations described in this agreement or imposed by law.

SJCOE agrees to defend, indemnify, and hold harmless DISTRICT (including its directors, agents, officers, and employees), from any claim, action, or proceeding arising from any

actual or alleged acts or omissions of SJCOE, its director, agents, officers, or employees arising from SJCOE's duties and obligations described in this agreement or imposed by law.

INDEPENDENT AGENTS

This MOU is by and between two independent agents, SJCOE and DISTRICT, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. SJCOE and DISTRICT shall be expected to independently comply with all relevant laws, including, but not limited to, those regarding fingerprinting, criminal background checks, and tuberculosis screening.

IN WITNESS WHEREOF, the parties hereto execute this Memorandum of Understanding:

SIGNATURES

Melanie Greene — 02/20/2025

Melanie Greene
Assistant Superintendent
San Joaquin County Office of Education

Date

Warren Sun — 02/20/2025

Warren Sun
Division Director
San Joaquin County Office of Education

Date

Robert A. Pecot — 02/20/2025

Dr. Rob Pecot
Superintendent
Tracy Unified School District

Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 23, 2025
SUBJECT: **Approve Agreement for Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Central School during the 2025-2026 School Year**

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connecting families, schools, and communities 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 children achieve their greatest academic potential.

RATIONALE: The focus of PIQE is to encourage and support low-income, ethically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at Central School will support site efforts to empower families to support their elementary student's math education through engaging lessons that equip them with essential skills, strategies, and resources. It emphasizes the urgent need for family involvement in math education and its critical role in student success. This supports District Strategic Goal #3: Apply fiscal, operational, and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The site will pay for PIQE using site funds allocated to resource 0710. The cost of services shall not exceed $12,500.00.

RECOMMENDATION: Approve Agreement for Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Central School during the 2025-2026 school year.

Prepared by: April Jacobs, Central School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Parent Institute for a 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: In Fall, parents will have an eight week Family Math Together Program (FMT) at Central School for the 2025-2026 school year. I

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 Central School.

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

   a. District shall pay $12,500 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $12,500. 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 4, 2025, and shall terminate on October 30, 2025.

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

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

7. Contractor shall contact the District's designee, April Jacobs, at (209) 830-3303 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

   b. Contractor **[ ] WILL [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

SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: April Jacobs, School Principal

From: Gabriela Rios, Executive Director

Date: May 7, 2024

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and **Central Elementary School** agree as follows:

RECITALS

Scope of Services: PIQE will provide its **Family Math Together Program (FMT)** for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents/guardians by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question-and-Answer dialogue session with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to equip families with the knowledge and skills to actively support their students' math education in elementary school and beyond.

A. Time of Class: Morning ____ Evening 5:30-7:00 pm

B. Type of Class: Virtual (V) _____, Hybrid (H) _____, In-Person (P) ✓ ___

Session Dates:

Sept. 4, 2025-Oct. 30, 2025

C. Compensation: a flat fee of **$12,500.00** for a class of up to 50 parents. Any additional class will be $3000.00 for up to 30 parents at the same school and the same program. The minimum number of parents to open a class in any language is 15.

D. Cancellation: A class that does not have the minimum number of parents needed to keep the class open might be cancelled by mutual agreement on or before class #3; no classes

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can be cancelled on or after class #4 in case this happens, the school would have to pay the cost of the agreed class referred in the compensation described above.

Location: **TBD** Central Library

School funding: _____

In addition, where the PIQE program is provided in person, the school will make childcare arrangements to have it available to families as well as provide refreshments to the parents.

Copyright Protections: PIQE owns all products and all content in the program(s), including without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("content"). The content is protected by copyright laws of the United States and other countries and may not be used, copied, distributed, displayed, modified, reproduced, published, posted or reverse engineered in whole or in part without the prior written permission of PIQE. ***Initials:*** CJ

I accept these services at **Central Elementary School** under the terms and conditions noted.

April Jacobs 5-28-25

April Jacobs, School Principal — Date

Parent Institute Representative: _____

Gabriela Rios, Executive Director, PIQE

Parent Institute for Quality Education
22 West 35th St., Suite 201, National City, CA 91950
Telephone: 619.420.4499
www.piqe.org

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TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 30, 2025
SUBJECT: **Approve Agreement for Contract Services with San Joaquin County Office of Education for the Artist-in-Schools Program at George Kelly School for the 2025-2026 School Year**

BACKGROUND: The Artist-in-Schools Program is provided by the San Joaquin County Office of Education. The program will provide several artists who will work with students Kindergarten through 6th grade for four sessions for each class. Students will learn basic art concepts and carry out various art projects.

RATIONALE: Bringing an Artist in Residence to George Kelly School provides students with meaningful access to the arts, enriching their learning through hands-on creative experiences. This program offers opportunities that may otherwise be unavailable normally, fostering creativity, self-expression, and cultural awareness. The artist collaborates with teachers and students to enhance the curriculum and inspire a love for the arts in an engaging environment. This supports Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: These contracts are to be paid with Prop 28 Funding. Proposition 28: The Arts and Music in Schools Funding Guarantee and Accountability Act is a measure that mandates the $7,504.00, establishment of ongoing support for arts instruction in schools. The contract will not exceed $7,504.00.

RECOMMENDATION: Approve Agreement for Contract Services with San Joaquin County Office of Education for the Artist-in-Schools Program at George Kelly School for the 2025-2026 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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: The Artist in Residence program is a 4 week program that brings professional artists into the school to engage K -6 students in hands-on, creative learning experiences.

   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 $7,504.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of $7,504.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on September 2, 2025, and shall terminate on May 26, 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:

Warren Jr
Contractor Signature — Title

IRS Identification Number

Contract Manager
Title

S.J.C.O.E.
Address

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

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

MEMORANDUM OF UNDERSTANDING
(George Kelly School/Kaitlyn, Andrea, Amy, Peyton)

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

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for **George Kelly School** to:
1) Appoint staff liaison to arrange the artist's schedule and provide information regarding the 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, **Kaitlyn Tarango, Andrea Gehmlich, Amy Beltran, Peyton Hawkins** 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: **September 2, 2025, and will continue on the following dates. See quote.**

Number of classes: **28 Classrooms, 4-week sessions.**

Staff Contact at site: **Brittani Ryan, bryan@tusd.net**

Artist Contact: **See quote for artist 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, **George Kelly School** will pay SJCOE the sum of **$7,504.00.**

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.

B. R

George Kelly School
535 Mabel Josephine Dr, Tracy, CA 95377

5/20/25
Date

SANDRA WENDELL, COORDINATOR **Date**
ARTISTS-IN-SCHOOLS

CONTRACTING OFFICER **Date**
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

SAN JOAQUIN COUNTY
OFFICE OF EDUCATION

Artists-in-Schools Quote 9/2

Thank you for your artist-in-schools residency request. Please reply with your approval of this quote within 7 days to secure your dates and we will issue you your MOU.
Your dates may be released after the 7 day period.

Contact Sandra Wendell, swendell@sjcoe.net, (209)468-4973

Your School Name: George Kelly School
Your Name: Brittani Ryan
Your School District: Tracy Unified
Your Title: Principal
Email: bryan@tusd.net
A number where your Artist(s) can reach you?: Not sure yet
Start Date: 9/2/25

Fees: $7,504.00

Grade Levels: KG 1st 2nd 3rd 4th 5th 6th
Number of Classrooms: 28
Number of Weeks: 4 weeks
Artist(s):
Kaitlyn Tarango
209-9185383
Kmutchler2000@gmail.com
Andrea Gehmlich
985-518-8515
andrea.gehmlich@gmail.com
Amy Beltran
209-665-1145
agame345@icloud.com
Peyton Hawkins
760-484-4966
pey.hawkins14@gmail.com

Residency Dates:
Group A Peyton, 4 classes:
Feb: 3, 10, 17, 24
Group B Andrea, 4 classes:
Jan: 8, 15, 22, 29
Group C Amy, 5 classes:
May: 6, 13, 20, 27
Group D Peyton, 5 classes:
April: 7, 14, 21, 28
Group E Kaitlyn, 5 classes:
Sept: 2, 11, 25
Oct: 2
Group F Kaitlyn, 5 classes:
May: 5, 12, 19, 26

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 30, 2025
SUBJECT: **Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to Provide Professional Development to Support STEM Implementation**

BACKGROUND: The 2024-2025 TUSD LCAP states that providing STEM opportunities for each student is a key initiative to meet the overarching LCAP Goals. The STEM Division of the San Joaquin County Office of Education (SJCOE) has been working with TUSD's STEM Department to identify areas of need to support and accelerate STEM learning in TUSD. Effective STEM implementation necessitates expert content support from SJCOE in a variety of areas that address the needs of site administrators, teacher-leaders, teachers, and students:

- Support the revision and field test of NGSS aligned district assessments for grades K-12
- Provide NGSS professional development for PK-12 teachers and Instructional Leadership Teams
- Provide computer science professional learning to directly support the teaching of STEM.
- Provide lesson study facilitation and training to help sustain and improve instructional quality.

RATIONALE: To support achieving TUSD's STEM goals:

- The development of district science assessments that are aligned to the scope and sequence for each grade/science course is essential and will provide useful data to determine the extent to which students are learning science standards.
- Knowledgeable Instructional Leadership Team members are critical to supporting STEM instruction at each school site.
- Knowledgeable teachers who understand computer science standards and how to effectively teach them is necessary to build student understanding of computer science.
- Increasing the number of teachers and ILT members who have participated in lesson study will increase instructional capacity at each site.

This request 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, Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for the SJCOE STEM support services is not to exceed $50,000 and will be paid by LCFF.

RECOMMENDATION: Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to Provide Professional Development to Support STEM Implementation.

Prepared by: Dean Reese, Director of PreK-12 STEM and Local Assessment.

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

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

MEMORANDUM OF UNDERSTANDING
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
and
TRACY UNIFIED SCHOOL DISTRICT

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

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

I. SCOPE OF WORK
- SJCOE STEM Programs will provide the following services:
  - Computer Science Professional Learning (STEM Lessons/Unit Support) taking place at school sites in Tracy aimed at a technology from STEM Units and the NGSS Concepts:
    - Modeling and Scratch
    - Data and Microbit
    - Systems and Minecraft
    - Computational Thinking with Desmos and Excel
  - Buyback day workshops for computer science and NGSS for elementary and secondary teachers
  - Professional learning support for NGSS assessment implementation for elementary and secondary teachers
  - K-5 Science Committee planning and facilitation
  - 6-12 Science Committee planning and facilitation
  - SJCOE STEM hosted 5th-grade and 8th-grade science teacher workshops to support hands-on learning implementation
  - Instructional Leadership Team (ILT) support
  - STEM mini-lesson study support for grades 5 and 8 teachers as a follow-up to the teacher workshops

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Specific Days and Times:

Date	Duration	Location	Subject	Who	PD Days	Cost
4, 1-hour workshops during the year	1–hr sessions	In-person	Computer Science for PK-12th Grades	Steve or 1 additional provider	In-person after school	not to exceed $3,550
July 29, 2025	1 half day	Tracy	Computer Science workshops for buy-back day	1 PD provider	1, K-5 and 1, 6-12 sessions (½ day)	not to exceed $1,300
July 29, 2025	1 half day	Tracy	Using District Common Formative Assessment for STEM PLC workshops for buy-back day	1 PD provider	1, K-5 and 1, 6-12 sessions (½ day)	not to exceed $1,300
9/3/25, 10/29/25, 1/21/26, 3/19/26	4 full days	Tracy	Grades K-5 Science Committee:	1 provider	NGSS District common assessments	not to exceed $8,000
9/2/25, 11/5/25, 1/28/26, 3/24/26	4 full days	Tracy	Grades 6-12 Science Committee	1 provider	NGSS District common assessments	not to exceed $8,000
September, November, January & March (TBD)	4, ½ days	Tracy	5th Grade Science	1 provider	HMH Science Implementation	not to exceed $5,200
September, November, January & March (TBD)	4, ½ days	Tracy	8th Grade Science	1 provider	Amplify Science Implementation	not to exceed $5,200
8/20, 8/27, 9/17, 10/15, 11/19, 1/14, 2/11, 3/4, 4/8	7, half days	Tracy	ILT team support	1 provider	NGSS/STEM pedagogy and lesson study facilitation training	not to exceed $3,150
TBD	11 sessions	Tracy	Mini-Lesson Study or Coaching Day	1-2 providers	Mini-Lesson Study or Coaching Support	not to exceed $14,300
Professional Learning Subtotal						**$50,000**

Professional Learning Costs:

Computer Science Professional Learning:

- (4) after-school sessions for PK-12 for technical assistance in computer science and math professional learning focusing on AI, data science, and building learning communities. (4) 1 hour sessions = $887.50 x 4 = **$3,550**

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- July 29, ½ day computer science workshops and technical support for up to 2 PD providers with prep = **$1,300**

NGSS/STEM Professional Learning and Development:

- July 29, 2025: science common assessments buy-back day session for K-12 teachers. ½ day with prep = $1,300 x 1 provider = **$1,300**
- K-5 scope and sequence and assessment work. 4 full days with prep = 4 days x $2,000 x 1 provider = **$8,000**
- 6-12 scope and sequence and assessment work. 4 full days with prep = 4 days x $2,000 x 1 provider = **$8,000**
- 5th grade lesson implementation to inform instruction strategies = 4, ½ days x $1,300 x 1 provider = **$5,200**
- 8th grade lesson implementation to inform instruction strategies = 4, ½ days x $1,300 x 1 provider = **$5,200**
- Instructional Leadership Team support for NGSS/STEM pedagogy and lesson study facilitation. 1 provider **= $225 x 2 hours x 7 sessions = $3,150**
- 11 sessions of STEM mini-lesson study facilitation for 1-2 providers. $1,300 x 14 sessions = **$14,300**

Total = $50,000

II. TERMS OF AGREEMENT

- This agreement will be in effect from May 27, 2025 – July 1, 2026.

III. COMPENSATION

- Professional learning costs (which include preparation, travel, and materials).
  - TUSD will pay SJCOE in the total amount of **$50,000.00** within thirty (30) days of receipt of the invoice from SJCOE.

IV. CHANGES TO THE MEMORANDUM

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

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

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

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TUSD's performance under this agreement. Similarly, SJCOE agrees to indemnify and hold harmless TUSD's Superintendent, Board of Education, officers, agents and employees against any and all claims, which may result from SJCOE's performance under this agreement.

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

Are you, any of your employees a sub-contractor of CalSTRS or CalPERS retiree? ☐Yes ☐No
If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐Yes ☐No

VI. SIGNATURES OF AUTHORIZED REPRESENTATIVES

SAN JOAQUIN COUNTY OFFICE OF
OF EDUCATION

Katie Wipfli

Katie Wipfli, Div. Director of STEM Programs

05/27/2025
Date

Warren Sun

Warren Sun, Div. Director of Operations

05/28/2025
Date

TRACY UNIFIED SCHOOL DISTRICT

Tania Salinas

Tania Salinas, Associate Supt. of Business Services

05/29/2025
Date

BS

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education's STEM Division, 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: Support the revision and field test of NGSS aligned district assessments for grades K-12 provide NGSS professional development for PK-12 teachers and Instructional Leadership Teams, provide computer science professional learning to to directly support the teaching of STEM, and provide lesson study facilitation and training.

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

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

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

   a. District shall pay $_____ per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $50,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District [ ] **SHALL** [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $0.00 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 July 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, Dean Reese, at (209) 830.3275 x1502 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature Title	Tracy Unified School District
	5/30/2025
IRS Identification Number	Date
	01-0709-0-1110-2140-5800-800-2034
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 3, 2025
SUBJECT: **Approve Purchase of Materials to Provide Enhanced STEM Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-school Programs ELOP Grant**

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

RATIONALE: This agenda item ensures TUSD Boys and Girls Club students from grades 6-8 are provided with enriching STEM experiences in after-school programs through a disguised learning approach.

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

FUNDING: The cost for the purchasing of materials is not to exceed $100,000 and will be paid out of ELOP Grant Funds. A separate board agenda will follow for each individual purchase of over $5,000.

RECOMMENDATION: Approve Purchase of Materials to Provide Enhanced STEM Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-school Programs ELOP Grant.

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: June 3, 2025
SUBJECT: **Approve Agreement for Special Contract Services with The Boys and Girls Club of Tracy Provided by College Bound Tracy USD, a Customized College and Career Readiness Program for Middle and High School Students and Parents, for the 2025–2026 School Year**

BACKGROUND: Research has documented the importance of involving parents in the educational program; however, some parents are more comfortable navigating the educational system than others. Guidance from the California Department of Education identified parent involvement as a priority focus area for the development and implementation of the Local Control and Accountability Plan (LCAP). In recent years, all school sites have been encouraged to offer parent education opportunities and having done so; it appears that many of the same parents remain involved while others are not. Concerned Parents Alliance takes a comprehensive, family-centered approach that provides practical, real-world solutions. They help parents and families regain control of their home environments while ensuring their children achieve educational success. Students and parents are engaged in this program and there is a desire to continue to provide this support to current participants at the middle and high schools for the 2025-2026 school year.

RATIONALE: The Concerned Parents Alliance hosts monthly family academy meetings focused on college and career readiness. These meetings welcome up to 125 scholars, including grandfathered 8th-12th graders, along with 30 younger siblings and their parents, guardians, caregivers, mentors, or other responsible adults for the 25-26 school year. Concerned Parents Alliance provides a customized curriculum specifically designed for each College Bound meeting, tailored to meet the needs of scholars, parents, and families at various stages of their educational journey. The College Bound curriculum is developed exclusively for College Bound Academy programs and focuses on educational topics that directly impact the success of each household.
This program will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue; Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost shall not exceed $230,000.00 for up to 125 scholars, 30 younger siblings, and their parents/guardians. This contract will be paid out of the ELO/ELO-P grant.

RECOMMENDATION: Approve Agreement for Special Contract Services with The Boys and Girls Club of Tracy Provided by College Bound Tracy USD, a Customized College and Career Readiness Program for Middle and High School Students and Parents, for the 2025–2026 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: In partnership with Concerned Parents Alliance, provide monthly college and career readiness workshops. The monthly workshops will be open up to 125 8th-12 graders, along with 30 younger siblings plus their families. See attached proposal for further details.

   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 Ten (10) months Sept. 2025 – May 2026 ( ) **[ ] HOURS [ ] DAYS**, under the terms of this agreement at the following location Tracy Unified School District.

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

   a. District shall pay $114,500 in two payments, July 1st 2025 and the second December 1st 2025, upon receipt of invoice per **[ ] HOUR [ ] DAY [XX] FLAT RATE**, not to exceed a total of $230,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on July 1, 2025, and shall terminate on 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, Michael Bunch at (209) 830-3210 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

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

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

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

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

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

AGREED:

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







College Bound Tracy Unified School District (CBTUSD)

A College and Career Readiness Partnership Between

Concerned Parents Alliance, Incorporated

and

Boys and Girls Clubs of Tracy and Tracy Unified School District

2025 - 2026 Academic Year

June 11, 2025

Background/Rationale

Closing the achievement gap requires closing the parent and family engagement gap first. Our nation faces an educational crisis that demands collective action to create meaningful change. The partnership with Tracy Unified School District and the Boys and Girls Club of Tracy moves us closer to reaching our goal.

Concerned Parents Alliance/College Bound Academy Programs takes a comprehensive, family-centered approach that provides practical, real-world solutions. We help parents and families regain control of their home environments while ensuring their children achieve educational success.

CPA/College Bound Academy Programs meets parents and responsible adults where they are in their journey, helping them understand a fundamental truth: children need our presence more than our presents.

Program Audience

Primary Potential Participants:

305 TUSD grandfathered 8th – 12th grade scholars, younger siblings, along with family members (parents, guardians, or responsible adults)

300 TUSD 6th – 8th grade scholars, via their parents, guardians, and/or responsible adults from the four TUSD K-8th and two middle schools, for quarterly meetings.

300 9th – 12th grade scholar athletes and their parents, guardians, and/or responsible adults, along with their families (parents, guardians, or responsible adults), via quarterly special edition meetings.

Estimated total scholars, siblings and parents/responsible adults served: **780***

***This number does not include duplicate scholars participating in the college tour, senior boot camp, or the college application grant components.**

CPA/COLLEGE BOUND ACADEMY PROGRAMS
2025–2026 CBTUSD Program Details
COLLEGE AND CAREER READINESS FAMILY ACADEMY SERIES

Monthly College and Career Readiness Family Academy

The **CPA/College Bound Academy Programs team** hosts monthly family academy meetings focused on college and career readiness. These meetings welcome up to 125 scholars, including grandfathered 8th- to 12th graders, along with 30 younger siblings **and** their parents, guardians, caregivers, mentors, or other responsible adults who must attend alongside their scholars.

Please Note: We will grandfather in the existing enrolled 8th-grade scholars, but we will no longer accept any new 7th and 8th-grade scholars. This component can serve up to 305 scholars, parents and siblings.

Special Edition College Bound Meetings:

- Parents and responsible adults of 6th- to 8th-grade scholars recruited from the four K-8th and two middle schools within the district. This component can serve up to 300 parents and families

- Parents and responsible adults of scholar athletes. This component can serve up to 300 parents and families.

The special edition meetings will not only educate these specialized families but also provide an opportunity for a continuous pipeline into the College Bound Tracy Academy program.

CPA will also work with TUSD and the Boys and Girls Club to meet with the athletic and extracurricular directors to extend personal and formal invitations to potential families.

Program Details

Parents and responsible adults engage in this program to become empowered advocates capable of effectively navigating the educational system, regaining control of household dynamics, and ensuring post-secondary success for both their children and themselves. The program provides comprehensive exposure to:

Academic Excellence and College Preparation Strategies

- Focused guidance on earning strong grades, understanding college requirements, navigating the educational system, and researching post-secondary pathways to prepare participants for various educational opportunities:
    - Four-year college/university (priority focus)
    - Two-year community college
    - Military officer programs
    - Career and technical education programs, including entrepreneurship

Case Management

- Individualized check-ins throughout the month with trained staff to monitor scholar progress, address barriers, and connect families with necessary resources and support services.

College Application Grant Funds for Senior Scholars

- Financial support to cover application fees for at least two colleges per graduating senior, eliminating cost barriers and ensuring multiple post-secondary opportunities.

College Bound Senior Boot Camp for the Class of 2027

- A comprehensive summer boot camp designed for rising seniors (Class of 2027) and their parents, featuring two to three weeks of virtual and/or in-person sessions to prepare families for the upcoming college application and financial aid process.

College Bound Pact Program for CB Alumni

- Upon graduation, CB establishes the College Bound Pact program, connecting incoming first-year college students and their parents through a supportive network. Participants commit to beginning their college journey together and, when applicable, graduating together. CB maintains ongoing relationships with alums by providing scholarship opportunities and creating a safe space for resource sharing, meaningful dialogue, and assistance when needed.

Community Service Opportunities

- Structured volunteer activities that enable participants to serve their communities while developing leadership skills and meeting college application service requirements.

Financial Literacy and Life Skills Training

- Practical education in money management, budgeting, credit, and essential life skills needed for successful independent living during and after college. It also includes scholarship research and understanding the FAFSA process.

Inclusive Community Building

- Activities and initiatives are designed to create welcoming, diverse environments where all participants feel valued, respected, and empowered to contribute their unique perspectives and talents.

Leadership Development

- Skills-based training and experiential learning opportunities that cultivate leadership qualities, decision-making abilities, and confidence to guide others in academic and community settings.

"Parenopoly" Series

- "Parenopoly" is a parent and family engagement series coined and created by CPA Co-Founder Dr. Darlene V. Willis.. This interactive approach ensures that parents have knowledge and understand the school district's policies, procedures, and practices. It is integrated throughout the monthly College Bound Academy meetings.

Rising Scholars Component

- A potential future pipeline that enables each parent or responsible adult to participate fully in the program with their 9th- through 12th-grade scholar, without concern for younger siblings. This component serves children ages 3 (potty-trained) through 5th grade. It allows the CPA team to work with younger scholars by exposing them to post-secondary opportunities and building their self-esteem. At the same time, parents focus on their high school scholars.

School Attendance and Chronic Absenteeism Prevention Strategies

- The focus is on introducing and highlighting the critical connection between consistent school attendance and academic success, while providing practical strategies to overcome barriers that lead to chronic absenteeism.

Self-Esteem-Building

- Intentional programs and exercises that help scholars develop confidence, recognize their strengths, and cultivate a positive self-image are essential for both academic and personal success. College Bound has affirmation pledges that contribute toward this goal.

Spring Break College Tour

- Customized visits to college campuses during spring break, providing firsthand exposure to higher education environments, meet key stakeholders and help scholars envision their post-secondary futures.

Surrogate Advocate Program

- Recognizing that parents may not always be able to attend the monthly meeting, the Boys and Girls Club staff will serve as surrogate advocates, attending meetings on behalf of parents who are unable to participate, thereby ensuring every student maintains consistent adult support.

Registration and Communication

- CPA provides a user-friendly online registration through a dedicated CPA/College Bound Academy Programs portal.
- The registration includes questions about Boys and Girls Clubs of Tracy membership and provides application links when needed.
- CPA maintains all program applications and rosters while sending personalized reminders via messages, emails, and text communications to participating families.
- The Boys and Girls Club of Tracy will need to provide paper applications or an online registration link for their membership application.

CBTUSD Tentative Academy Meetings and Activities:

June – Dr. Willis invited to the Boys and Girls Club to promote CBTUSD during summer school

July – CBTUSD Preparation meetings

August – College Bound Recruiting & Boys & Girls Clubs Mentor Training

The Month of September: One-on-one meetings with all enrolled scholars and their families

In-Person CBTUSD Meeting Dates	**Time: 9:00 am – 12 Noon**
September 9th – New Family Orientation*	February 21st
October 18th	March 9th – 13th –College Tour
November 15th	March 21st
December 6th	April 18th
January 17th – Community Service Day	May 16th – Finale Program

*6:00 pm – 7:00 pm

Special Edition Quarterly College Bound Meeting Dates

6th – 8th grade parent/responsible adult meetings

College Bound will collaborate with TUSD and the Boys and Girls Club to determine the best dates for quarterly parent meetings, specifically designed for 6th– to 8th–grade scholars and their parents. Potential topics include social-emotional, navigating the middle school process, and financial aid literacy.

9th – 12th grade scholar athletes and parent/responsible adult meetings

College Bound will collaborate with TUSD and the Boys and Girls Club to establish optimal quarterly meeting dates for parent sessions specifically designed for 9th–12th grade scholar athletes and their families. These targeted sessions will address essential topics, including academic-athletic balance, college recruitment and scholarships, and future planning.

TUSD District Requirements

Facility and Equipment Provision:

- Meeting facilities arranged in a circle style with two microphones
- LCD projector, screen, HDMI cord and Internet access
- Four classrooms plus one open space room for the rising scholars' component
- Computer labs or computers, as requested
- Four tables positioned at the back of the room
- Monthly facility access with doors open for staff by 8:15 AM

Support Services:

- Translator and appropriate listening devices for meeting participants as needed
- Access to the educational records of CBTUSD scholars (upon parental authorization)

Administrative Participation:

- District administrator and rotation of high school representatives to attend each CB meeting
- Collaborative dialogue sessions with TUSD principals, counselors, athletic directors, and stakeholders (August 2025 and January 2026)
- Send nomination letters for potential 9th – 12th CB scholars and families
- Host a Superintendent-led town hall, featuring school data and an exchange of dialogue with executive cabinet members during an identified College Bound meeting.
- Attend the College Bound Finale

Boys and Girls Club of Tracy Requirements

Student Identification and Marketing:

- Identify and market to TUSD scholars (grades 6-12) who can benefit from CBTUSD Academy and CB Parent Special Edition Series
- Encourage TUSD scholars enrolled in the B&G Club to register for the CBTUSD program
- Strongly encourage parents/responsible adults to commit to monthly and quarterly meetings.

Mentorship and Support:

- Provide mentors to serve as responsible adults for up to three registered scholars during each CBTUSD meeting.
- Collaborate with the CPA administration to identify scholars requiring mentor representation.
- Provide referrals from club members who are enrolled in CBTUSD and share information, especially if scholars are struggling academically.

Program Administration:

- Provide the link to the CB application for each Boys and Girls student and their families.
- Identify scholar-athletes and their families at all three high schools
- Identify parents of 6th – 8th grade scholars to participate in the special edition CB meetings
- Send nomination letters for potential CB scholars and families for the CBTUSD Academy

CBTUSD DATA COLLECTION

CPA will ensure the following data is collected and presented throughout the year.

- **PRE-ASSESSMENT SURVEY – CPA/College Bound Academy Programs** staff will provide a pre-assessment survey to every CBTUSD scholar and their families in the Fall of 2025.

  Data Collection Includes:
  - Demographic Information
  - Educational Background and Current Status
  - College and Career Readiness Knowledge
  - Parent Engagement and Advocacy Skills
  - Student Goals and Aspirations
  - Family Dynamics and Support Systems
  - Technology and Resource Access

- **POST ASSESSMENT SURVEY – CPA/College Bound Academy Programs** staff will provide a post-assessment survey to every CBTUSD scholar and their families in the Spring of 2025.

  Data Collection Includes:
  - Knowledge and Understanding Growth
  - Skills Development and Application
  - Student Academic and Personal Outcomes
  - Program Specific Impacts
  - Family Dynamics and Relationships
  - Future Planning and Sustainability
  - Program Satisfaction and Feedback

  TUSD Requirements: TUSD will provide transcripts for each registered scholar in August 2025 and January 2026 via CPA. This requires families to complete the Authorization to Release Form, signed by the CBTUSD parent or guardian, through the College Bound Academy registration form.

Class of 2025 Data Highlights:

Total Number of Seniors: 14

- Seniors attending a 4-year University in Fall 2025: **12**

  Schools:
  - Alabama State University
  - Cebu Doctors University (Philippines)
  - California Northstate University
  - CSU Fullerton
  - CSU Los Angeles
  - CSU Sacramento
  - CSU Stanislaus
  - Point Loma Nazarene University
  - UC Berkeley
  - UC Los Angeles
  - UC Merced
  - UC San Diego

- Seniors attending a 2-year Community College in Fall 2025: **2***

  Schools:
  - Modesto Community College
  - San Joaquin Delta College

*Still fulfilled A-G College Requirements

College Bound Class of 2029 Information

Class of 2025 PowerPoint with College Details:

https://docs.google.com/presentation/d/1l8tBiw3a5gfEEZ2Q4Nnyj-s6JO9ORzecuungbnLwHjQ/edit?slide=id.g35e19806f04_0_364#slide=id.g35e19806f04_0_364

College Bound Curriculum/Lesson Plans

CPA provides a customized curriculum specifically designed for each College Bound meeting, tailored to meet the needs of scholars, parents, and families at various stages of their educational journey. This curriculum is developed exclusively for College Bound Academy programs and focuses on educational topics that directly impact the success of each household. Examples include time management and study habits, A-G requirements, understanding the educational pathways, entrepreneurship, financial aid and scholarships, building self-esteem, understanding academic policies and procedures, regaining household control, addressing bullying and social media challenges, mindfulness and mental wellness, and/or analyzing current events.

Comprehensive Marketing Plan

All CPA programs and services include a shared marketing plan designed to integrate seamlessly with existing efforts rather than adding additional burdens to staff workloads. TUSD and the Boys and Girls Clubs of Tracy must incorporate this information into their established marketing channels at school and club sites. CPA requires participation in quarterly meetings with key internal and external stakeholders, as well as opportunities to present at TUSD and Boys and Girls Clubs of Tracy leadership meetings. Additionally, CPA must be listed as part of TUSD and Boys and Girls Clubs of Tracy's College and Career Readiness programs and included in applicable social media communications.

CPA depends on TUSD and Tracy Boys and Girls Clubs staff to nominate participants and promote the College Bound TUSD program during key family-oriented events and activities. Recruitment efforts will begin in June 2025, and upon request, CPA will provide representation at significant events and activities whenever possible

Required Attendance and Parent/Family Engagement

CBTUSD meets only once monthly, making it essential for scholars and their families to prioritize program attendance. While we understand that life circumstances can create challenges, consistent attendance at CB meetings is a fundamental expectation of the program. All scholars must be accompanied by a parent, guardian, or responsible adult at each monthly meeting. Our goal is 100% attendance from every scholar and their family, though parents retain ultimate decision-making authority regarding participation.

CPA requests that TUSD and Boys and Girls Clubs of Tracy communicate with athletic and extracurricular directors to excuse CB scholars from activities during designated meeting dates and times. Additionally, CPA will collaborate with parents and responsible adults to reinforce this communication with activity personnel, ensuring they understand that scholars will not be available for activities that conflict with CB meeting dates.

University/College Partnerships

CPA maintains memoranda of understanding with multiple institutions of higher education, including the University of California campuses, select California State University schools, and private institutions. We are committed to continuously expanding partnerships with organizations and agencies that prioritize educational excellence and student success.

CPA Staff Members

CPA employs a diverse team of professional staff members with proven success across educational, corporate, and non-profit sectors. We exclusively accept assignments that align with our established competencies and where we can ensure exceptional performance through demonstrated experience and specialized expertise. CPA is a family-centered organization that values education and meaningful family engagement in the educational process.

Outcome-Based Programs and Services

Engaged Parents, Guardians, Caregivers and Responsible Adults Will:

- Recognize that family engagement is essential for comprehensive educational success
- Understand the importance of a scholar's social, physical, and emotional wellness and cultural appreciation
- Become familiar with educational statistics impacting their children
- Gain financial empowerment and learn strategies for funding their child's educational journey
- Recognize their direct impact on their child's academic success, high school graduation, and college readiness
- Understand the importance of school attendance, A-G requirements, high school graduation, and post-secondary preparation with a four-year college/university as the priority

Engaged Scholars Will Understand:

- The importance of self-belief, cultural appreciation, and social-emotional learning
- Personal responsibility for their educational journey
- Their power to create positive peer pressure that prioritizes education
- How they control their high school graduation and college attendance opportunities
- How A-G requirements provide diverse college and career options
- How academic excellence creates scholarship opportunities
- How to always have a backup plan

Program Cost and Billing Details (Listed alphabetically)
$229,000

College Application Grant Funds for Seniors

Participants: Up to 25 12th grade senior scholars

Cost/Contribution: $5,000

College Bound Senior Boot Camp

Participants: Up to 25 Rising 12th grade seniors (Class of 2027)

Cost/Contribution: $5,000

College Bound Tracy Academy

Participants: Up to 305

120 9th – 12th grade scholars

10 grandfathered 8th graders

25 younger siblings

150 parents/responsible adults

Cost: $200,000

Customized College Tour

Participants: Up to 50 8th – 12th grade scholars

Cost/Contribution: $10,000

Quarterly Special Edition College Bound Meetings

Participants: Up to 300 parents/responsible adults of 6th – 8th grade scholars

Cost: $4,500 ($1,500 per meeting)

Participants: Up to 300 9th – 12th grade scholar athletes and their parents/responsible adults

Cost: $4,500 ($1,500 per meeting)

CPA will bill the Boys and Girls Clubs of Tracy for $114,500 on June 30, 2025, and December 1, 2025. Payment should be disbursed to the CPA within 15 days of receipt of the invoice.

All checks should be made payable to Concerned Parents Alliance and mailed within 15 days of the invoice to: PO Box 720092, San Diego, CA 92172-0092.

All questions should be directed to Dr. Darlene V. Willis, Co-Founder/Executive Director by either calling 619-823-7103 or emailing drwillis63@gmail.com

The information contained in this document is copyright and for exclusive use for the CPA/College Bound Academy Programs, Tracy Unified School District, and the Boys and Girls Clubs of Tracy partnership only. None of this information can be used, in whole or part, without the written permission of Concerned Parents Alliance.

Signatures of Agreement

_____	_____	_____
Darlene V. Willis, Ph.D.	*TUSD Representative*	*Kelly Wilson*
Co-Founder/Executive Director	*Title*	*Chief Executive Officer*
Concerned Parents Alliance, Inc.	*Tracy Unified School District*	*Boys & Girls Clubs of Tracy*

Date: _____

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt. of Ed Services
DATE: June 3, 2025
SUBJECT: **Approve the Annual District Title III Plan for the 2025-2026 School Year**

BACKGROUND: With the adoption of Every Student Succeeds Act, the District Title III Plan is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of Every Student Succeeds Act (ESSA) as they relate to the education of designated English Language Learners and Immigrant Students.

The purpose of the Title III Language Instruction for English Learners and Immigrant Students Plan is to ensure that all English Learners attain English Language Proficiency (ELP), develop high levels of academic attainment in English, and meet the same challenging State academic standards as all other students. An LEA must use Title III funds to supplement State language instruction educational programs, designed to assist English Learners' achievement goals. The state educational agency, LEAs, and schools are accountable for increasing the English proficiency and core academic content knowledge of English Learner students. Each year the district is required to complete the Annual Title III Local Plan outlining how the district will provide effective professional development specific to English Learners, implement effective programs beyond the core curriculum, ensure English Proficiency and academic achievement, and promote parent and family engagement in the education of English Learners.

RATIONALE: In combination with the LCAP and the Consolidated Application, and with the approval of this Title III Plan, Tracy Unified School District will have met the Title III Plan requirements of ESSA of the Federal Local Education Agency Plan Requirements. The Title III Plan must be approved by the Local Governing Board. The Annual District Title III Plan is included here under separate cover for review. This Agenda Item supports District Goals #1: Prepare each student for college and careers and ensure each student meets grade-level standards with a focus on narrowing the achievement gap between each student group using accelerated learning and tiered support. Goal #2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: There is no cost to this Agenda Item. However, all actions included in, and related to the Title III Plan will be paid for out of District Title III Funds.

RECOMMENDATION: Approve the Annual District Title III Plan for the 2025-2026 School Year.

Prepared by: Jose Jimenez, English Language Program Coordinator.

Annual Title III Local Plan Update Template

All English learners will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.

LEA Name: Tracy Unified School DistrictCDS Code: 39754990000000 Fiscal Year: 2025-2026

Plan to Provide Services for English Learner (EL) Students

Please summarize information from district-operated programs and provide descriptions of how the LEA is meeting or plans to meet each requirement.

How will the LEA:

Provide effective professional development.

Tracy Unified School District (TUSD) is dedicated to providing high-quality educational opportunities for all students, including English Learners (ELs). Our commitment is to ensure that every English Learner receives the support they need to develop strong English language skills, succeed academically, and prepare for college, career, and civic life in a diverse, global society.

This year, TUSD is focusing on enhancing teaching strategies for English Language Development (ELD) teachers, particularly through Interactive Read Aloud and the ongoing development of Text Reconstruction and Deconstruction techniques. These methods help students build vocabulary and comprehension by breaking down texts and reconstructing meaning in a supportive environment. Teachers are also being trained in a variety of effective instructional strategies, such as "Which One Does Not Belong?" Power Tasks, Student-Created Success Criteria, Choice Boards, Notice & Wonder "This Reminds Me Of," Identify & Interpret, Crosscutting Concept Question Starters, Academic Language Supports, Reading for Understanding (Text Reconstruction/Deconstruction), and Science & Number Talks. These strategies are designed to make learning more interactive, foster critical thinking, and support language development for all students.

The English Learner program coordinator, in partnership with our STEM department and Instructional Leadership Teams, is leading efforts to share these strategies with teachers across the district. TUSD is also working closely with the San Joaquin County Office of Education to support our ELD Steering Committee. This committee is developing Text Reconstruction/Deconstruction lesson plans for grades 3-12, integrating both Integrated and Designated ELD instruction, and ensuring that all grade levels benefit from effective language development strategies.

Once new lesson plans and instructional units are completed, teachers and administrators will receive all necessary materials, in-depth training, and dedicated planning time. This ensures that educators are fully prepared to implement these high-impact strategies in their classrooms. The EL program coordinator provides ongoing training on using Microsoft-based technology and web resources to support newcomers and English Learners. Teachers are also trained to administer the Interim and Practice ELPAC assessments, which measure student progress in speaking, listening, reading, and writing. Teachers use assessment data to tailor instruction and support student growth in all language domains.

Administrators and teacher leaders are offered sessions on using Artificial Intelligence and Microsoft tools for EL instruction, creating a collaborative space to share insights and stay updated on new educational technologies. Para-educators receive targeted training on California ELD standards and intervention strategies, including specialized training on instructional materials designed to support English Learners.

Our English Learner Program Coordinator and Long-Term English Learner (LTEL) Counselor have participated in professional development provided by the English Learner Roadmap Power in Collaboration Across California (EPiCC) initiative. These valuable training sessions, offered both in-person and virtually, ensure that our staff stays current on best practices and new developments for supporting English learners and LTEL students. By engaging with EPiCC partners, our team is better equipped to meet the needs of our diverse student population.

TUSD has implemented the ELLevation platform to improve monitoring, reclassification, and reporting for English Learners. This tool allows staff to efficiently track student progress and ensure accurate data for instructional planning. Educators, coaches, and

administrators have opportunities to attend the San Joaquin County Office of Education ELD Standards Institute, deepening their understanding of ELD standards and effective classroom strategies. The annual California Association of Bilingual Education (CABE) conference also offers valuable learning for teachers, para-educators, parent liaisons, and administrators, focusing on biliteracy, dual-language programs, and proven methods for supporting EL achievement.

Implement effective programs and activities

Tracy Unified School District (TUSD) remains committed to supporting English Learner (EL) students and their families by strategically utilizing Title III funds to finance a partial District EL Program Coordinator. This position is designed to provide additional services to EL students and parents, including support for site English Learner Advisory Committee (ELAC) meetings. The EL Program Coordinator is available, at the request of site administrators, to collaborate with the Long-Term English Learner (LTEL) Counselor in offering parent education nights. These sessions help families understand effective strategies for supporting their children's academic language development, the criteria for reclassification, ways to practice ELPAC task types, and how to interpret EL data relevant to their schools.

The EL Program Coordinator coaches, partners with teacher coaches, and county partners to provide guidance to teachers, para-educators, and site administrators, particularly at schools with higher EL populations. By acting as a liaison between Tracy Unified and the San Joaquin County Office of Education, the coordinator enhances programs for both newcomers and Long-Term English Learners. At the beginning of each school year, the EL Coordinator meets with every site administrator to review Federal Program Monitoring (FPM) criteria and the TUSD EL Task list. These meetings allow principals and the coordinator to discuss ELAC, Designated ELD times and instructional models, ELD classroom walkthroughs, and any concerns or professional development needs specific to English learners at their site.

The EL Coordinator also oversees the continued implementation of the ELLevation platform, now in its second year in TUSD. Ongoing training is provided for administrators, EL coordinators, and teachers to ensure effective use of this digital tool for monitoring and supporting EL students. Additionally, the EL Coordinator is responsible for planning, developing, and managing the district's summer school EL academy for all newcomers. This academy has recently expanded to serve students

from first grade through high school, whereas previously it was limited to only middle and high school students.

TUSD also continues to fund a Long-Term English Learner Counselor who provides supplemental support and resources to EL students and their families. This support includes monthly language and academic goal setting, data discussions, and collaboration with teachers and site counselors to address the specific needs of LTEL students. The LTEL Counselor assists families with resources related to language proficiency, A-G requirements, and high school graduation. In addition to supporting current LTEL students, the LTEL Counselor and EL Program Coordinator offer workshops for students and parents to raise awareness about language development for Long-Term English Learners. The LTEL Counselor also works proactively with students and families identified as "at risk" of becoming LTELs, aiming to prevent students from remaining in EL status for an extended period.

Furthermore, the LTEL Counselor meets individually with all fifth-grade English Learner students and their parents or guardians to discuss EL status, the ELPAC assessment, and services available at the middle school level. The counselor also presents at Preschool Family meetings to educate families about the English Learner identification process, the Initial ELPAC test, and the range of EL services offered by the district.

Our English Learner Program Coordinator and Long-Term English Learner (LTEL) Counselor are preparing to guide school sites through LTEL needs assessments. By collaborating closely with site administrators, we aim to proactively prevent students from becoming LTELs at the elementary level. Additionally, we will focus on strategies to support, reclassify, and provide targeted services for current LTEL students in our secondary schools. This collaborative approach will help us better serve our English learner population across all grade levels.

Through these coordinated efforts, Tracy Unified School District ensures that English Learners and their families receive comprehensive support, guidance, and resources at every stage of their educational journey, helping all students reach their full academic and language potential.

Ensure English proficiency and academic achievement

Tracy Unified School District (TUSD) is committed to ensuring that English Learner (EL) students achieve both English proficiency and academic success. Each school site is responsible for monitoring and supporting the progress of EL students in acquiring English language skills. To do this, all students participate in common Summative Grade Level Unit Assessments in English Language Arts, which provide a consistent measure of academic achievement across the district. In addition, every school conducts diagnostic assessments three times per year to closely track the progress of English Learners. Site administrators and teachers have access to the ELLevation platform which contains assessment data and all monitoring forms for English learners.

TUSD also relies on the California Summative English Language Proficiency Assessments for California (ELPAC) scores, along with local assessment data, to evaluate students' eligibility for reclassification and to monitor their progress over time. The district analyzes data reports that show the performance of all students, with special attention to English Learners through disaggregated reports. Site teams regularly review grade-level standards assessment data, including results from the ELA SBAC, Fastbridge aReading, and ELPAC, to ensure that instruction meets the needs of EL students.

Teachers and administrators work together to analyze this data during grade-level meetings, department discussions, and Professional Learning Communities (PLCs), often scheduled during the district's early release days. These collaborative sessions focus on student progress toward grade-level standards, school goals for academic achievement, and strategies to address any achievement gaps that may exist.

All student data is entered into the district's Student Information System (SIS) and the ELLevation platform. Site EL coordinators and teachers use these digital tools to complete district monitoring forms for both English Learner and Reclassified Fluent English Proficient (RFEP) students. Students who achieve a score of 4 on the Summative ELPAC assessment are eligible for reclassification if they meet all state and district criteria, which include demonstrating proficiency in English, academic achievement, and teacher evaluation. The reclassification process is thorough and involves a site EL coordinator, language arts teacher, and a parent consult. The site EL coordinator reviews all relevant data and determines whether the student is ready to be reclassified as Fluent English Proficient.

Site administrators and EL coordinators are responsible for implementing the Tracy Unified School District EL Master Plan. This plan outlines specific tasks and timelines for EL program placement, reclassification, ongoing monitoring, and accountability. To ensure consistency and effectiveness, the English Learner Program Coordinator meets monthly with site EL coordinators to review student identification, assessment, monitoring, and reclassification processes throughout the school year.

By maintaining these rigorous processes and collaborative practices, TUSD ensures that English Learners are supported in their journey toward English proficiency and academic achievement, preparing them for future success in school and beyond.

Promote parent, family, and community engagement in the education of English learners

TUSD uses Title III funds to offer EL parents the opportunity to participate in the California Association of Bilingual Education (CABE) annual conference and workshops. Additionally, based on the district's needs assessment and parent request, TUSD provides the following parent nights at school site and meetings at the district for EL parents on the following topics:

- ELPAC information and student present levels
- EL Reclassification process
- Mental Health Family Workshops
- Graduation credit requirements.

Other Authorized Activities

LEAs receiving or planning to receive Title III EL funding may include authorized activities.*

*Please see the California Department of Education Title III Authorized Cost web page (https://www.cde.ca.gov/sp/el/t3/authorizedcosts.asp) for a list of authorized EL activities.

Describe all authorized activities chosen by LEA relating to: Supplementary services as part of the language instruction program for English learners.

While the district provides tutoring for all students, Title III funds will be specifically used to provide additional tutoring before and after school for English learners based on site needs and at the request of the site administrator. Title III Immigrant funds will continue to support the purchase of newcomers' materials and software licenses for programs that will enhance content-based vocabulary, grammar, writing skills, and oral fluency in the English language.

Plan to Provide Services for Immigrant Students

Please complete the table below if the LEA is receiving or planning to receive Title III immigrant funding.*

*Please see the California Department of Education Title III Authorized Cost web page (https://www.cde.ca.gov/sp/el/t3/authorizedcosts.asp) for a list of authorized immigrant activities.

Describe all authorized activities chosen by LEA relating to: Enhanced instructional opportunities for immigrant children and youth.

Tracy Unified School District (TUSD) is committed to supporting newcomer immigrant English Learner students by using Title III funds to provide a Summer English Learner Academy. This academy is designed to give additional support in language acquisition, helping students improve both their social and academic English skills so they can integrate more effectively into the school environment. The program focuses on accelerating English language proficiency while encouraging students to maintain their cultural identity, ensuring they acquire the skills and knowledge necessary for success in academic courses taught in English.

To further enhance English language learning for newcomer immigrant students, TUSD newcomer classrooms have adopted the Vista Learning Get Ready! program. Get Ready! is a comprehensive, standards-based curriculum developed specifically for middle and high school newcomer and beginning-level English learners. The program engages students with age-appropriate, motivating lessons and activities in language arts. It introduces students to essential vocabulary, reading, listening, speaking, writing, and grammar skills, and provides a rich digital learning environment with interactive activities, embedded audio and video, and a variety of assessments. Teachers are supported with detailed instructional routines, differentiated activities, and tools for

tracking student progress, making it easier to meet the diverse needs of newcomer English learners.

In addition to academic support, TUSD recognizes the importance of cultural integration for immigrant students. At the request of site administrators, Immigrant funding can be used to provide cultural field trips, giving students opportunities to experience and engage with the broader community. These field trips are designed to enhance English learning by exposing students to real-world language use and cultural experiences, helping them build confidence and a sense of belonging in their new environment.

TUSD's approach ensures that all English Learners receive explicit instruction in listening, speaking, reading, and writing in English until they are reclassified as Fluent English Proficient (RFEP). For families who prefer a bilingual approach, TUSD also offers a Spanish bilingual program for English Learners in Kindergarten through fifth grade, allowing students to access the core curriculum in their primary language while developing English proficiency. The district's Master Plan for Services to English Learners provides staff and the community with up-to-date information on legal requirements, instructional models, and program goals, ensuring that every English Learner receives the support needed for academic achievement, cultural understanding, and preparation for future success.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 16, 2025
SUBJECT: **Approve Purchase of Lego Spike Prime Kits to Provide Enhanced STEM Education to TUSD Students Through the TUSD Boys and Girls Club After-School ELOP Grant**

BACKGROUND: The expanded Learning Opportunities Program (ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities – California Ed. Code (EX) Section 46120. The implementation of STEM in TUSD Boys and Girls Club of Tracy ensures every student has a STEM learning trajectory that progresses through elementary, middle, and high school. Moreover, it increases the number of underrepresented students engaged in STEM learning. Lego Spike Prime kits are hands-on educational sets that combine colorful LEGO building elements, intelligent hardware, and an intuitive drag-and-drop coding language based on Scratch. They are specifically designed to engage students in playful, project-based learning, encouraging them to think critically, solve complex problems, and develop essential 21st-century skills.

RATIONALE: TUSD is a STEM District. The TUSD STEM Vision is as stated: Empowering every student for success in tomorrow's world. The TUSD STEM Mission is as stated: Engaging STEM experiences connect each student to the real world and prepare them for college and career success through collaboration, critical thinking, and problem solving. In the 2024-2025 school year TUSD has identified 5 Key Initiatives. One of the Key Initiatives is to provide STEM opportunities for each student.

This contract ensures that all TUSD Boys and Girls Club students are provided with enriching STEM experiences in after-school programs through a disguised learning approach.

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

FUNDING: The cost for the purchasing of materials and associated training is not to exceed $42,380.70 and will be paid out of ELOP Grant Funds.

RECOMMENDATION: Approve Purchase of Lego Spike Prime Kits to Provide Enhanced STEM Education to TUSD Students Through the TUSD Boys and Girls Club After-School ELOP Grant.

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, Assoc. Supt. of Ed Services
DATE: June 23rd, 2025
SUBJECT: **Approval of Revisions to the TUSD Reclassification Criteria**

BACKGROUND: The California State Board of Education unanimously approved the California English Learner Roadmap State Board of Education Policy: Educational Programs and Services for English Learners (EL Roadmap Policy) on July 12, 2017. This policy is intended to provide guidance to local educational agencies (LEAs) on welcoming, understanding, and educating the diverse population of students who are English learners attending California public schools. The *California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs, and Practices for English Learners* (*CA EL Roadmap*) builds on the EL Roadmap Policy and provides further guidance on educating English learners. The *CA EL Roadmap* supports LEAs as they implement the EL Roadmap Policy. TUSD has revised our reclassification criteria to align with our neighboring districts in San Joaquin County and with the California EL Roadmap and complies with Federal Program Monitoring (FPM) requirements to receive Title III funds and providing services to English Learners.

RATIONALE: All LEA are required to have an EL Master Plan and to periodically perform revisions on the whole plan or parts of the plan to ensure it is updated to the most recent changes in education code and legislature and best practices. This year we have revised the language in our TUSD Reclassification Criteria with the help of our DELAC parents, EL Task Force, consisting of administrators and teachers. The changes in language proposed in our revision are for the criteria of teacher evaluation. We also made changes in the criteria of local assessments.

- *Teacher Evaluation*
    - Elementary (K-2): Achievement of "3" or above in stands met in English language arts.
    - Elementary (3-5): Achievement of "2" or above in standards met in English language arts.
    - Secondary (6-12): A 2.0 GPA or better and no "F" in ELA courses. Student grades will be determined by in class work and assessments, NOT homework.

- *Local Assessments*
    - Fastbridge aReading: This assessment starting 2025-2026 school year will only be given to 3rd – 12th graders.
    - ELA Unit Assessment: Will now be from Kinder - 2nd as a result of Fastbridge not being assessed in these lower grades.

FUNDING: There is no cost to this Agenda Item.

RECOMMENDATION: Approval of Revisions to the TUSD Reclassification Criteria.

Prepared by: Jose Jimenez, English Language Program Coordinator.

Tracy Unified School District

Reclassification Criteria

Required Criteria (California Education Code (EC) Section (313 (f))	LEA Criteria
English Language Proficiency Assessment for California (ELPAC) *Alternate ELPAC*	Overall Performance Level 4 *Overall Performance Level 3 (Alt ELPAC)*
Teacher Evaluation	Elementary (K-2): Achievement of "3" or above in standards met in English Language Arts Elementary (3-5): Achievement of "2" or above in standards met in English Language Arts Secondary (6-12): A 2.0 GPA or better and no "F" in ELA courses. Student grades will be determined by in class work and assessments, NOT homework. Or ***Meets criteria in ELPAC domains if student does not meet grade or standard criteria***
Parental Opinion and Consultation	Parent completion of Recommendation to reclassify form
California Assessment of Student Performance and Progress (CAASPP/SBAC/CAA) Or	Overall, ELA/Literacy Performance Level of **2** or 3 or 4 Or

aReading Assessment (Fastbridge Norms) Or ELA Unit Assessment	Grades (3-12) Overall Level 3 or 4 Level 3 (Low risk) 30 -84th percentile Level 4 (College Pathway) 85 – 99th percentile Grades (K-2) Score a 3 or higher on 70% of the standards assessed.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 3, 2025
SUBJECT: **Approve Master Contract (MC) for Point Quest Education, NPS for the 2025-2026 School Year**

BACKGROUND: Board approval is requested to contract with Non-public school (NPS) placement of Special Education students at Point Quest Education. The District's Special Education administration would like to contract with Point Quest Education for the 2025-2026 school year to provide placement pursuant to students and their IEP. 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 2025-2026 regular school year and related services will not exceed $550,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract (MC) for Point Quest Education 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: June 3, 2025
SUBJECT: **Approve Agreement for Contract Services Between 360 Degree Customer Inc. and Williams Middle School for the 2025-2026 School Year**

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

RATIONALE: 360 Customer is a company who is a leader in their field. They have diverse mental health specialists who represent our student population and a proven success record impacting student behaviors. Since our high suspension rate qualifies us for differentiated assistance support, we would like to continue to work with 360 Customer for the 25-26 school year. They will provide 1 behaviorist, 7.5 hours daily for the 2025-26 school year. There is no cap on the number of students they can service. They will provide services that include mentorship, behavior support, restorative practices, and work with small groups for conflict resolution and other social emotional needs as well as work with students who are failing academically. This aligns with Strategic Goal #2 of our SPSA to provide a safe and equitable learning environment for all students and staff through the development of a culture based on positive and supportive relationships.

FUNDING: 360 Customer will be paid up to $113,400.00, funded through LCAP funds goal 2 action 6.

RECOMMENDATION: Approve Agreement for Contract Services Between 360 Degree Customer Inc. and Williams Middle School for the 2024-25 School Year.

Prepared by: Jenny Hoffman, Principal Williams Middle School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide a Behaviorist Technician 7.5 hours per day to assist and support needs and student achievement in the classroom. The 360 Degree Customer Inc. Behaviorist Technicians will provide behavior support, restorative practices, positive development of academic skills, confidence, and tutoring services as needed.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 25-26 School Year ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location Williams Middle School.

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

   a. District shall pay $90.00 per [X] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $113,400. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

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

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

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

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Director	
Contractor Signature — Title	Tracy Unified School District
010822463	
IRS Identification Number	Date
Director	
Title	Account Number to be Charged
473 sepena dr 7	
Address	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, Assoc. Supt. of Ed Services
DATE: June 3, 2025
SUBJECT: **Approve Agreement for Contract Services Between Quest Science Center and Williams Middle School for the 2025-2026 School Year**

BACKGROUND: The mission of Quest Science Center in Livermore, CA, is to inspire and nurture everyday exploration for lifelong engagement with science and technology. The center is dedicated to connecting everyone to the value of science by fostering inclusivity and creating a welcoming experience. Quest Science Center is committed to ensuring that people of all ages and backgrounds feel a sense of belonging and excitement in the exploration of science. Through interactive exhibits, educational programs, and outreach initiatives, the center strives to make science accessible and enjoyable, encouraging a curiosity-driven approach to learning and discovery. By promoting inclusion and providing an engaging environment, Quest Science Center aims to contribute to a community where science is embedded and celebrated by all.

RATIONALE: The Tracy Unified School District is committed to meeting the educational needs for all students. High quality Science, Technology, Engineering, and Math (STEM) education is a foundational set of skills and knowledge that help students better understand the natural and human-made systems around them and will also equip TUSD students for success in the 21st Century. Equitable STEM education is an important value in TUSD, and it is critical that all students have equitable access to frequent STEM experiences throughout their PreK-12 journey. Exposure to Math, Science, Engineering, and Computer Science from an early age provides students with experiences that foster a STEM identity in our students. The projected outcome is to provide a dedicated space for hands-on, interactive science and technology experiences that complement TUSD's STEM curriculum. Through collaborating with Quest Science Center, we hope to foster a deeper connection between students, families, and our community with science. It will provide an opportunity for families to actively participate in STEM related activities.
FUNDING: The cost, not to exceed $2000, will be paid for through Title I funds.

RECOMMENDATION: Approve Agreement for Contract Services Between Quest Science Center and Williams Middle School for the 2025-2026 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties:
Quest Science Center will bring their Engineering exploration stations.
This includes all science materials where students and families can engage in and experience different hands-on science activities at Williams Middle School.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 3.5 ( ) [X] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location Williams Middle School.

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

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

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

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

4. The terms of the agreement shall commence on 8/4/2025, and shall terminate on 5/6/2025.

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

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

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Monya Lane — CEO

Contractor Signature — Title

Monya Lane

IRS Identification Number

82-4865787

Title

Quest Science Center

Address

P.O. Box 2129

Livermore, CA 94551

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 2, 2025
SUBJECT: **Approve Agreement for Contract Services Between 360 Degree Customer Inc. and Duncan Russell Community Day School for Behaviorist Services for the 2025-2026 School Year**

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

RATIONALE: Duncan Russell Community Day School has been approved as a school participant in the California Community Schools Partnership Program (CCSPP). The responses to needs assessment reveal there is a high interest in continued multi-tiered behavioral and mental health services. 360 Degree Customer Inc. is a company who are a leader in their field. They have bilingual and diverse mental health specialists who represent our student population and have proven success impacting student behaviors. They will provide one behaviorist technician, 180 days, 7.5 hours daily at Duncan Russell Community Day School for the 2025-2026 school year. They will provide services that include mentorship, career readiness transition support, behavior supports and positive development of social skills, restorative practices, grief and loss groups, addiction, and trauma counseling to assist students overcome behavior challenges. This aligns with Strategic Goals #2 of our SPSA's to provide a safe and equitable learning environment for all students and staff.

FUNDING: The cost, not to exceed $125,000.00, will be paid from the California Community Schools Partnership Program (CCSPP).

RECOMMENDATION: Approve Agreement for Contract Services Between 360 Degree Customer Inc. and Duncan Russell Community Day School for Behaviorist Services for the 2025-2026 School Year.

Prepared by: Mrs. Traci L Mitchell, Duncan Russell Community Day School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide one Behaviorist Technicial for 7.5 hours per day to assist and support needs and student achievement in the classroom. The 360 Degree Customer Inc. Behaviorist Technician will provide behavior support, restorative practices, positive development of academic skills, confidence, and tutoring services as needed.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 181 ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location DRCDS-Duncan Russell.

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 $ 125,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

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

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

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

   b. Contractor **[ ] WILL [ ] 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 4, 2025
SUBJECT: **Approve Purchase of Brainfuse License for Middle School and High School Students for OnDemand Tutoring Needs**

BACKGROUND: Tracy Unified School District's Title 1 Middle School and High School students would benefit with on-demand tutoring capabilities. Brainfuse's HelpNow program offers instant support across all subjects. It provides live, video-enabled tutoring, an innovative writing lab, test preparation and ESL/ELL assistance. Students can access help whenever they need it, while teachers can initiate support for small groups of students. The platform also features bilingual tutors, AI-driven translation, drawing tools and file sharing which allows for a highly personalized learning experience. HelpNow is designed to be easy to use and adaptable to various educational needs.

RATIONALE: TUSD's Student Advisory Committee recommended an online tool that can assist with their academic needs outside the classroom. HelpNow is a versatile tutoring platform, offering both instant, on-demand support and structured learning options. It covers everything from real-time homework help to specialized support in writing; ensuring that no student is left behind regardless of their level or background.

FUNDING: Learning Recovery Emergency Block Grant (LREBG).

RECOMMENDATION: Approve Purchase of Brainfuse License for Middle School and High School Students for OnDemand Tutoring Needs.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: provide 24/7 on demand tutoring for grades 6 to grade 12. HelpNow provides unscheduled, instant tutoring and homework help, features an innovative writing lab, high stakes assessment and test preparations, also provides ELL/ESL support and foreign language asistance.

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

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

   a. District shall pay $50,000 per **[ ] HOUR [ ] DAY [X] FLAT RATE**, not to exceed a total of $_____. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District **[ ] SHALL [X] SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $_____ 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 8/1/2025, and shall terminate on 8/1/2026.

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, Dr. Michael Bunch, at (20) 830.3210 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature — Title

05-0592563
IRS Identification Number

Director of Accounts
Title

271 Madison Ave.
Address

3rd Floor

New York, NY 10016

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 06.23.16

BRAINFUSE COST PROPOSAL

Tracy Unified School District

HELPNOW ON-DEMAND TUTORING

K-12 and Higher Education

1 Year Site License Pricing One-to-One Online Tutoring

Service	District Site License	Number of Years	Total
24/7 access to on-demand online tutoring services and writing lab	$50,000	1	**$50,000**
All other services and content not involving interaction with a tutor	$0 (no extra charge)		

PLEASE NOTE THE FOLLOWING REGARDING OUR PRICING:

- There are ***no*** additional fees associated with Brainfuse services.
- Purchase includes all rostering and tech setup for single sign-on, marketing, initial training, and ongoing professional development.
- Writing Lab submissions are 35 minutes.
- Brainfuse charges rates which are **all-inclusive** (includes taxes and any other associative costs).
- All upcoming services, upgrades and enhancements will be included ***at no*** charge.

Brainfuse, LLC
271 Madison Ave
New York, NY 10016
O: 866-272-4638
F: 303-957-5664
activity@brainfuse.com

brainfuse
online tutoring

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt. of Ed Services
DATE: June 4, 2025
RE: **Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School During the 20245-26 School Year**

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connection 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 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 Art Freiler 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. Additionally, PIQE offers a Family Literacy Program designed to support families in helping build their child's literacy skills, at home reading strategies, and developing a stronger understanding of the stages of reading development. This supports the 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 and District Strategic Goal #2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: The District shall pay a flat fee not to exceed that of $12,500 for the signature program in English and Spanish. The Family Literacy Program has a flat fee of $12,500 and will be funded with site Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School During the 2025-26 School Year.

Prepared by: Maureen Riley, Principal, Art Freiler School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide Parent Training courses in English and Spanish will provide families with a class on Social-Emotional Learning. Families in TK-8 wil be introduced to social-emotional learning and its impact on academic success. The five domains of social and emotional health are explained along with implementation strategies to help support SEL at home.

   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 2025-26 School Year ( ) [ ] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location Art Freiler 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 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $12,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on September 17, 2025, and shall terminate on November 12, 2025.

5. This agreement may be terminated at any time during the term by either party upon _____ 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, Maureen Riley, at (209) 830-3309 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

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

SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Maureen Riley, School Principal

From: Gabriela Rios, Executive Director

Date: April 30, 2025

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and **Art Freiler School** agree as follows:

RECITALS

Scope of Services: PIQE will provide its **Social Emotional Learning Program (SEL)** for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents by phone, provide a series of weekly training sessions, organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to introduce the importance of social emotional learning health and its impact on student's success in school and life.

A. Time of Class: **TBD** Morning ____ Evening _____

B. Type of Class: Virtual (V) _____, **Hybrid (H)** ___✓___, In-Person (P) ___

Hybrid – PIQE will offer online through the Zoom platform from Orientation through week six, Principal Dialogue and Graduation ceremony will be in person.

C. Virtual and Hybrid Services: For virtual services, PIQE will support families to get on to the Zoom platform and with online connectivity and navigation.

Session Dates: **Fall 2025-TBD Dates**

D. Compensation: a flat fee of **$12,500.00** for a class of up to 50 parents. Any additional class will be $3000.00 for up to 30 parents at the same school and the same program. The minimum number of parents to open a class in any language is 15.

Parent Institute for Quality Education
2405 E Plaza Blvd National City, CA 91950
Telephone: 619.420.4499
www.piqe.org

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E. Cancellation: A class that does not have the minimum number of parents needed to keep the class open might be cancelled by mutual agreement on or before class #3; no classes can be cancelled on or after class #4 in case this happens, the school would have to pay the cost of the agreed class referred in the compensation described above.

Location: **TBD**

School funding: _____

In addition, where the PIQE program is provided in person, the school will make childcare arrangements to have it available to families as well as provide refreshments to the parents.

Copyright Protections: PIQE owns all products and all content in the program(s), including without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("content"). The content is protected by copyright laws of the United States and other countries and may not be used, copied, distributed, displayed, modified, reproduced, published, posted or reverse engineered in whole or in part without the prior written permission of PIQE. ***Initials:*** _____

I accept these services at **Art Freiler School** under the terms and conditions noted.

Maureen Riley, School Principal — Date: 6/4/25

Parent Institute Representative: _____

Gabriela Rios, Executive Director, PIQE

Parent Institute for Quality Education
2405 E Plaza Blvd National City, CA 91950
Telephone: 619.420.4499
www.piqe.org

© PIQE 2022

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 4, 2025
SUBJECT: **Approve Agreement for Contract Services Between Houghton Mifflin Harcourt and Monte Vista Middle School for the 2025-2026 School Year**

BACKGROUND: Monte Vista Middle School has an abundance of students reading below grade level. Since our pilot of Read 180 as a stand-alone literacy program in 2017, our data has continued to show that it raises literacy rates for our students. Read 180 also creates a positive relationship between students and literature.

RATIONALE: Read 180 is a literacy intervention program supported by the State Board of Education. Students participating in this program enroll in this class as their elective. Students remain in the program until they reach the correct Lexile level for their grade level or meet goals specific to an IEP. Upon reaching their goal, students exit the program and select another elective. This aligns with District Strategic Goal #1: "Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports."

FUNDING: Title 1 District Funding will cover license fees, subscriptions, and texts at $28,289.67.

RECOMMENDATION: Approve Agreement for Special Contract Services between Houghton Mifflin Harcourt and Monte Vista Middle School for the 2025-2026 School Year.

Prepared by: Ms. Heather Reyburn, Monte Vista Middle School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Houghton Mifflin Harcourt (HMH) Education Company, 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 Read 180 services as follows:
   1) Renew literacy intervention program for 2025-2026 school year for students and teacher licenses: hosting services for 7/1/25 - 7/1/26.
   Renew Ed Student digital subscriptions (1 year) for 120 students at $109/license = $13,080.00
   2) Provide Read 180 teacher licenses and materials (Real Books) = $6,325
   3) Provide Read 180 student Real Book Workshop 1-3 and 4-6 for 100 students at $30/student (times 2 workshop bundles) = $6,000

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

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

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

   a. District shall pay $ 28,289.67 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $ 28,289.67. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 7/1/25, and shall terminate on 7/1/26.

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

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

Rev. 06.23.16

Proposal #009331480

Prepared For

Tracy Unified School District

Attention:
Heather Reyburn
hreybur@tusd.net

For the Purchase of:

Read 180 on Ed 1-Year Migration

Migrate Start 7/1/25 end 7/1/26

Prepared By
Karen MacDonald
karen.macdonald@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for Professional Services purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
http://www.hmhco.com/common/terms-conditions

	ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
		Stage B				
		Student Licenses				
1866600	9780358937265	Read 180 on Ed Student Digital Subscription 1 Year Includes: Read 180 on Ed Student License 1 Year Implementation Success	$109.00	120	$13,080.00	
		Total for Student Licenses	**$13,080.00**			
		Teacher Licenses				
1835546	9780358740643	Read 180 on Ed Teacher Digital Subscription 1 Year Includes: Read 180 on Ed Teacher License 1 Year Access to Teacher's Corner	$299.00			5
		Total for Teacher Licenses	**$0.00**			
		A la Carte Items Available for Purchase				
		Teacher Materials				
1840342	9780358767305	Read 180 Stage B ReaL Book Workshops 1-3 Teaching Guide Bundle Includes: Getting Started 1 + Workshops 1-3	$395.00	5	$1,975.00	
1840343	9780358767312	Read 180 Stage B ReaL Book Workshops 4-6 Teaching Guide Bundle Includes: Getting Started 2 + Workshops 4-6	$395.00	5	$1,975.00	
1843973	9780358794882	Read 180 ReaL Book Code Teaching Guide Bundle	$475.00	5	$2,375.00	
		Student Materials				
		Bundles				
1840249	9780358766377	Read 180 Stage B ReaL Book Workshops 1-3 Student Edition Bundle Includes: Read 180 Stage B ReaL Book Workshop 1-3 Student Edition Read 180 Stage B Getting Started Book 1 Student Edition	$30.00	100	$3,000.00	
1840273	9780358766612	Read 180 Stage B ReaL Book Workshops 4-6 Student Edition Bundle Includes: Read 180 Stage B ReaL Book Workshop 4-6 Student Edition Read 180 Stage B Getting Started Book 2 Student Edition	$30.00	100	$3,000.00	
		Total for A la Carte Items Available for Purchase	**$12,325.00**			
		Total for Stage B	**$25,405.00**			

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Heather Reyburn
hreybur@tusd.net

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

Date of Proposal: 5/12/2025

Proposal for
Tracy Unified School District

Expiration Date: 6/26/2025

	ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
		Professional Services - Read 180				
		Implementation Success Plan				
1833602	9780358732082	Getting Started: Introduction to Read 180 Live Online Grades 3-12 2 Hour This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.		1		
1852471	9780358841821	Read 180 Leader Success Live Online Grades 3-12 1-Hour During this one-hour live online session, leaders learn about the design and resources of their HMH program. To help leaders develop a plan to guide implementation and set up teachers for a successful start, HMH Coaches share tools and best teaching and student learning practices to observe in the classroom. Leaders also preview the Teacher Success Pathways and resources on HMH Ed for ongoing support.		1		
		Total for Professional Services - Read 180	**$ 0.00**			

Total Savings:	**$1,495.00**
Subtotal Purchase Amount:	**$25,405.00**
Shipping & Handling:	**$1,725.50**
Sales Tax:	**$1,159.17**
Total Cost of Proposal (PO Amount):	**$28,289.67**

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Heather Reyburn
hreybur@tusd.net

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

Total Cost of Proposal (PO Amount): $28,289.67

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
  - Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	**Sold to:**
Tracy USD	Tracy USD
1875 W Lowell Ave	1875 W Lowell Ave
Tracy, CA 95376-2291	Tracy, CA 95376-2291

- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 5/12/2025 **Proposal Expiration Date: 6/26/2025**



Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Heather Reyburn
hreybur@tusd.net

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 4, 2025
SUBJECT: **Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Monte Vista Middle School for 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 children to take a participatory role in their children's education. Providing PIQE at Monte Vista Middle 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 careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports."

FUNDING: The District shall pay $12,500 for an eight-week parent class of up to 50 parents. The cost of the program will be paid by District A-G Improvement Grant Funds.

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

Prepared by: Ms. Heather Reyburn, Principal, Monte Vista Middle School.

PIQE Parent Engagement Online Program
HIGH SCHOOL: FINAL DESTINATION – THE UNIVERSITY

In preparation for the Parent Engagement Program	**PIQE Best Practices Presentation** For Teacher and School Administrators Time requested: 60 minutes	PIQE staff will share with the individuals selected by the school administration, the most common and most effective practices used when engaging families online. 1. Create with school staff two or three objectives for their two presentations. Examples: a. Increase parents' awareness of student workload and expectations while distant learning is in effect b. Explain to families the platform that the school is using for distance learning. c. Ensure parents understand the school resources and services that can support their children's academic progress, etc. 2. Identify staff needs i.e. translation support, technical assistance with online platform, etc. 3. Help staff break presentation time into sections to allow Q & A.
	PARENT ENGAGEMENT	**PROGRAM**
Week No.	**PIQE TOPIC/DESCRIPTION**	**SPECIFIC OBJECTIVES**
Week 1: **Orientation Session** Presentation time will be evenly divided between PIQE and school staff.	The school Principal extends a welcome to parents and introduces PIQE staff members. PIQE coordinators will conduct the first part of the session having parents reflect on the challenges ahead and the tools they need to acquire in order to navigate the school system. The second part of the session is an opportunity for the school to present the learning expectations, features on their online	Upon completion of the class, parents will be able to: • Understand PIQE's mission and history. • Learn directly from their school, the learning expectations and logistics for the school year 2020-2021 • Have an Increased awareness of student workload and expectations while distant learning. • Have an increased sense of urgency about the most pressing issues their children will face during the current school year and the impact in their education. • Become motivated to enroll in PIQE's nine-week parent involvement program, to learn more about the education system, develop or improve digital literacy skills and have the tools to support their students both academically and emotionally.

	classroom platform, logistics for the school year 2020-2021, or address any pressing issues at the time of the session. Sessions are 75' minutes	
eWeek 2: **1st Class**	Understanding the High School System and Identifying the A-G Requirements	Upon completion of the class, parents will be able to: • Identify high school graduation requirements for the State of California and know the classes that are required for college admission. • Understand the importance of participating in their student's academic journey throughout high school to ensure that they are on-track for college. • Know the definition and the importance of Social-Emotional Learning (SEL) • Recognize ways to identify their own emotions and become self -awareness role models for their children (Self-awareness). • Understand the importance of having a personal email to navigate the digital world using search engines.
Week 3: **2nd Class**	The Role of the School Counselor and Determining Students' Academic Level	Upon completion of the class, parents will be able to: • Recognize the school counselor as an important ally in helping their children reach their educational goals. • Understand the criteria used by counselors to determine students' academic level. • Be familiar with California's standardized testing systems ELPAC and CAASPP. • Know the definition of self-management. • Know self-management techniques to successfully regulate one's emotions, thoughts, and behaviors in different situations (Self-management). • Identify different types of electronic equipment available to connect to the internet. • Set up a personal email account.

PIQE Parent Engagement Online Program
HIGH SCHOOL: FINAL DESTINATION – THE UNIVERSITY

Week 4: **3rd Class**	Recognizing the Importance of Grade Point Average (GPA) and its relation to Self Esteem	Upon completion of the class, parents will be able to: • Recognize GPA as an important factor for college admission and learn how to calculate their students' GPA. • Understand the importance of identifying the academic information found on their students' transcript. • Recognize the importance of social emotional development and self-esteem and its relation to student's academic achievement • Know the definition of Relationship Skills. • See home as a place where students learn how to do social engagement to be a productive member of a group (Relationship skills). • Know online security features to protect themselves and their family while using internet.
Week 5: **4th Class**	Meeting other Important Graduation Requirements and Discussing Higher Education Options	Upon completion of the class, parents will be able to: • Recognize activities to help nurture student's academic and personal interests and the benefits that students gain from extracurricular activities. • Know the definition of Social Awareness. • Learn elements of effective communication to empathize with others, including those from diverse backgrounds and cultures (Social awareness). • Identify the required college entrance exams and how to prepare for the tests. • Know the higher education systems in California • Be familiar with different forms of social media and how universities are observing students via these online platforms.
Week 6: **5th Class**	Identifying College Expenses and the Different Financial Aid Options	Upon completion of the class, parents will be able to: • Recognize community college as an option for attending a 4-year university. • Be familiar with the types of financial expenses for a college education. • Know the different types of financial aid available and their eligibility requirements. • Recognize the steps in completing the FAFSA application. • Identify steps a person must take to make a responsible decision both in-person and in virtual settings (Responsible Decision Making).

Week7 **Principal's Dialogue**	Principals, Vice Principals, and School Counselors respond to parents' questions, concerns, and suggestions. They also provide parents with access/referrals to school team members, online resources, and address any pressing issues at the time of the session.	This forum encourages parents to engage with the school, meet with their student's teacher and/or counselor regularly, and stay involved in their child's education. Upon completion of the class, parents will: • Know the academic information on a student's transcript. • Identify the challenges parents are facing while on distance learning. • Understand the importance of communicating with the school counselor using the school portal, to ensure that our students are taking college preparatory classes and meeting graduation requirements.
Week 8 **Graduation**	The course culminates with a graduation ceremony in which parents are awarded certificates of completion by the school Principal. Parent participants are also invited to share their experiences in PIQE's Online Parent Engagement program. Perfect attendance is recognized.	This last session cements the parent's responsibility to support their student and work with their school community. Family members attend the ceremony, so students can cheer for their parents as they model how graduating feels and it becomes a positive memory for parents and their children.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Parent Institute for Quality Education (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: Provide instructors and materials for an eight-week parenting class to increase parent involvement at MVMS and promote parents' understanding of the educational system so they can be important allies in helping their children reach educational goals.

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

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

   a. District shall pay $12,500 per **[ ] HOUR [ ] DAY [X] FLAT RATE**, not to exceed a total of $$12,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 9/16/25, and shall terminate on 11/18/25.

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

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

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature Title	Tracy Unified School District
IRS Identification Number	Date
Title	Account Number to be Charged
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 13, 2025
SUBJECT: **Approve Agreement for Contract Services Between SJCOE Artists-in-Residence and Duncan Russell Community Day School and George & Evelyn Stein High School for the 2025-2026 School Year**

BACKGROUND: George and Evelyn Stein High School and Duncan Russell Community Day School serve students who benefit from hands-on, engaging, and culturally relevant learning experiences. Many of our students thrive in nontraditional settings that incorporate movement, creativity, and visual expression. The Artists-in-Residence program offers an opportunity to expand access to high-quality arts education by bringing professional teaching artists into our classrooms to deliver California Standards-based instruction in visual arts and dance/movement. This program aligns with our mission to support the whole child and provide meaningful academic and social-emotional learning opportunities.

RATIONALE: The use of Prop 28 Arts Education funding to support the Artists in Schools program will enhance student engagement, promote creative expression, and improve school climate through consistent, structured arts programming. Resident artists will collaborate with staff to implement visual arts lessons that connect to core academic standards and encourage students to express themselves in healthy, constructive ways. For students who face academic or behavioral challenges, access to the arts can build confidence, improve focus, and support emotional regulation. This investment supports our commitment to a well-rounded education that meets student needs and aligns with DRCDS SPSA Goal #2: Safe and Supportive Learning Environment for All Students, and SHS SPSA Goal #3: Whole Student Success and Support While Removing Hurdles.

FUNDING: The total cost, not to exceed $1,280.00, will be covered using Prop 28 Arts and Music funds, with $640 allocated from Stein High School and $640 from Duncan Russell Community Day School.

RECOMMENDATION: Approve Agreement for Contract Services Between SJCOE Artists-in-Residence and Duncan Russell Community Day School and George & Evelyn Stein High School for the 2025-2026 School Year.

Prepared by: Mrs. Traci L Mitchell, George & Evelyn Stein High School, and Duncan Russell Community Day School Principal.

MEMORANDUM OF UNDERSTANDING
(Stein HS & Duncan Russell CDS/Ingrid)

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

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for **Stein HS & Duncan Russell CDS** 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,** 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: **October 15, 2025, and will continue on the following dates. See quote.**

Number of classes: **4 Classrooms, 4-week sessions.**

Staff Contact at site: **Traci Mitchell,** tramitchell *a* tusd.net, **209-830-3395**

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, **Stein HS & Duncan Russell CDS** will pay SJCOE the sum of **$1,280.00**

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.

Stein HS & Duncan Russell CDS
650 W 10th St, Tracy, CA 95376

SANDRA WENDELL, COORDINATOR Date
ARTISTS-IN-SCHOOLS

Date

CONTRACTING OFFICER Date
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 4, 2025
SUBJECT: **Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Art Freiler 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. Art Freiler 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 Art Freiler School for several years. For the 2025-26 School Year Art Freiler would like to partner with Boys and Girls Club to provide structured activities and mentoring during lunch recess to decrease behavior issues. The Boys and Girls Club at Art Freiler School provides after school services but these services during lunch recess provide something 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. Art Freiler 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: Additional Support for AT-Risk Students and Students Not Making Progress 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 $15,000 funded through Title I funds.

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

PREPARED BY: Maureen Riley, Principal, At Freiler 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 two mentors (YDP's) to provide lunch time activities that include organized sports, mentoring and tutoring.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location Art Freiler School.

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

   a. District shall pay $112 per [ ] **HOUR** [X] **DAY** [ ] **FLAT RATE**, not to exceed a total of $15,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

   c. District shall make payment on a [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 8-4-25, and shall terminate on 5-29-26.

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, Maureen Riley, at (209) 830-3309 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 4, 2025
SUBJECT: **Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Tracy High School during the 2025-2026 School Year**

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connecting families, school, 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 Tracy High School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: The District shall pay $12,500 for the eight-week parent class, not to exceed $12,500. The cost of the program will be paid by A-G Improvement Grant Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Tracy High School during the 2025-2026 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: PIQE will provide its Signature Family Engagement in Education K-12 Program (FE) for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents/guardians by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques to empower parents to address the educational needs of their school-aged children

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of eight (8) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location Zoom/Tracy High School.

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

   a. District shall pay $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 $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 27, 2025, and shall terminate on October 15, 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, Jon Waggle, at (209) 830-3360 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:

Gabriela Rios (PICT)
Contractor Signature Title

33-0259359
IRS Identification Number

Executive Director
Title

3644 Mitchell Rd. Ste. H
Address

Ceres CA 95307

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: June 2, 2025
SUBJECT: **Approve Agreement for Contract Services Between Xello and Duncan Russell Community Day School for Professional Development the 2025-2026 School Year**

BACKGROUND: Students at Duncan Russell Community Day School require significant support in developing social-emotional, coping, and life skills. They benefit from a school environment that offers engaging, relatable activities. Based on the needs assessment, staff and educational partners identified life-skills instruction and post-high school planning as key areas for improvement. To meet these needs, teachers and staff require access to relevant curriculum and resources for career exploration, college and career readiness, and life-skill development. Additionally, professional development is needed to ensure staff can effectively implement and utilize online learning platforms that support these goals.

RATIONALE: Duncan Russell staff use a dedicated Study Hall period to implement Xello, an online platform that supports Tier 1 intervention through engaging, interest-based modules in life skills and career readiness. Xello helps students build essential skills such as time management, decision-making, and goal setting, all aligned with industry-relevant outcomes. To ensure effective implementation, staff need ongoing professional development in using the platform. This supports SPSA Goal #1 (college and career readiness) and LCAP Goal #4, Action 4.1 (social-emotional and life skills curriculum).

FUNDING: The cost, not to exceed $4,500.00, will be paid by Equity Multiplier Funds.

RECOMMENDATION: Approve Agreement for Contract Services Between Xello and Duncan Russell Community Day School for Professional Development for the 2025-2026 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide a one day on-site training (professional development) to staff at Duncan Russell Community Day School.

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

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

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

   a. District shall pay $ 4,500.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $ 4,500.00. 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 $ N/A for the term of this agreement.

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

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

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

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

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

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

Xello Quote

Proposal for **Duncan-Russell Community Day School**

Prepared By:
Jessica Myshrall
Customer Success Manager
+1 (800) 965-8541 Ext.160
jessicamyshrall@xello.world

ORDER / QUOTE

REF-074880

QUOTE FOR:

ATTN: **Accounts Payable**
Duncan-Russell Community Day School
650 West 10th Street
Pittsburg, CA 94565

REQUESTED BY:

Traci Mitchell
Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376

SUBSCRIPTION PERIOD:

Start Date: **Jul 1, 2025**
End Date: **Aug 31, 2025**
Duration: **2 months ***

PRODUCT	QTY	ANNUAL RATE	PRICE	SUBTOTAL
On-site Training ^ 1. Duncan-Russell Community Day School	1	**$4,500.00** Per Day	$4,500.00	$4,500.00

*** Prorated based on a 12-month subscription**

NOTES:

GRAND TOTAL:
$4,500.00
USD

Xello Terms of Use Agreement
W8 Form
Billing + Renewals FAQ's

jessicamyshrall@xello.world

Phone: +1 (800) 965-8541 Ext.160

1867 Yonge Street • Suite 502 • Toronto, ON M4S 1Y5 • Canada

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 4, 2025
SUBJECT: **Approve Agreement for Contract Services Between Valley Community Counseling and Art Freiler 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 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 Valley Community Counseling to provide school-based mental health counseling to Art Freiler 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 Valley Community Counseling services will not exceed $13,440.00. Services will be paid for using Art Freiler School Title 1 funds.

RECOMMENDATION: Approve Agreement for Contract Services Between Art Freiler School, and Valley Community Counseling for the 2024-25 School Year.

Prepared by: Maureen Riley, Principal, Art Freiler School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide school based mental health services for the 2025-26 School Year at Art Freiler Elementary (6 hours day X1 day/week). A monthly Mental Health Referral Log and Student Log will need to be submitted with each monthly invoice. Student caseload data will need to be entered into Aeries for documentation purposes. Provider must be Licensed Marraige Family Therapist (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 28 ( ) **[ ] HOURS [X] DAYS**, under the terms of this agreement at the following location Art Freiler School.

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

   a. District shall pay $$80.00 per **[X] HOUR [ ] DAY [ ] FLAT RATE**, not to exceed a total of $13,440.00. 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 $_____ 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 18th, 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, Maureen Riley, at (209) 830-3370 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature 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 2, 2025
SUBJECT: **Approve Agreement for Subscription Contract Services Between Xello College and Career Software Program and George & Evelyn Stein High School for the 2025-2026 School Year**

BACKGROUND: George and Evelyn Stein High School serves students who are 16, credit deficient, and off track to graduate. Stein qualifies for Equity Multiplier Funds, with LCAP Goal 3 focused on increasing college and career readiness by 1%. According to the 2023 California Dashboard, only 0.9% of students are college/career ready, with zero prepared students among 46 English Learners, 16 Students with Disabilities, and 85 Hispanic students. The needs assessment highlights a clear gap in real-world experiences, post-graduation planning, and transition support. Teachers and staff will require curriculum and resources for career exploration, portfolio development, and employment and post-secondary opportunities.

RATIONALE: Stein staff will continue to use a dedicated Vision/Advisory period to implement the Xello career readiness platform. Xello supports Tier 1 instruction and helps students complete their required graduation portfolio through interactive modules focused on career planning, life skills, student portfolio and industry-aligned content. The platform engages students through interest-based learning and prepares them for postsecondary success. This aligns with SPSA Goal #1: Prepare all pupils for college and careers, and LCAP Goal #3, Action 3.2: CTE curriculum and life skills resources.

FUNDING: The cost, not to exceed $3,750.00, will be paid by Title 1 Funds.

RECOMMENDATION: Approve Agreement for Subscription Contract Services Between Xello College and Career Software Program and George and Evelyn Stein High School for the 2025-2026 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Xello, 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: Online access to college/career readiness/employuability, life skills platform, data integration, implementation services and custome web training.

   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 Stein High School.

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

   a. District shall pay $3,750.00 per **[ ] HOUR [ ] DAY [X] FLAT RATE**, not to exceed a total of $3,750.00. 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 August 1, 2025, and shall terminate on July 31, 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, Dr. Zachary Boswell, at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

   b. Contractor **[ ] WILL [ ] 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

ORDER SUMMARY

REF-070843

QUOTE FOR:

ATTN: **Accounts Payable**
George and Evelyn Stein High School
650 W. 10Th St.
Tracy, CA 95376

REQUESTED BY:

Traci Mitchell
Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376

SUBSCRIPTION PERIOD:

Start Date: **Aug 1, 2025**
End Date: **Jul 31, 2026**
Duration: **12 months**

PRODUCT	QTY	ANNUAL RATE	PRICE	SUBTOTAL
Xello for High School	1	**$3,000.00** Per School	$3,000.00	$3,000.00
Data Integration Services Data integration services – SSO, automated account provisioning, and rostering.	1	**$300.00** Per School	$300.00	$300.00
Custom Web Training Training must occur within the contract period	1	**$450.00** Per Session	$450.00	$450.00

NOTES:

GRAND TOTAL:

$3,750.00
USD

Xello Terms of Use Agreement
W8 Form
Billing + Renewals FAQ's

APPROVAL STATUS:

This order has been approved

NEXT STEPS:

- **IMPORTANT:** Please email the Purchase Order to Jessica Myshrall at jessicamyshrall@xello.world.
- Your order will be processed and an invoice sent to:
  - tramitchell@tusd.net

jessicamyshrall@xello.world

Phone: +1 (800) 965-8541 Ext.160

1867 Yonge Street • Suite 502 • Toronto, ON M4S 1Y5 • Canada

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 2, 2025
SUBJECT: **Approve Agreement for Contract Services Between Xello and George and Evelyn Stein High School for Professional Development for the 2025-2026 School Year**

BACKGROUND: George and Evelyn Stein High School serves students aged 16+ who are credit deficient and not on track to graduate. Under LCAP Goal 3, Stein aims to increase its college/career readiness rate by 6%. According to the 2023 California Dashboard, only 0.9% of students are college/career prepared. Among English Learners (46), Students with Disabilities (16), and Hispanic students (85), none met the preparedness benchmark. The needs assessment highlights a lack of real-world experiences and post-secondary planning support. To address this, staff will need curriculum, resources, and structured activities that support college and career readiness, portfolio development, and connections to post-graduation opportunities.

RATIONALE: Stein's Vision/Advisory period will integrate Xello, a career readiness platform, to guide students in developing individualized portfolios. As a continuation high school, Stein offers personalized support to meet both academic and personal needs. Xello provides engaging tools and professional development for staff. This supports SPSA Goal #1 (college and career preparation) and LCAP Goal #3, Action 3.1 (academic and life skills Professional Development for staff).

FUNDING: The cost, not to exceed $4,500.00, will be paid by Equity Multiplier Funds.

RECOMMENDATION: Approve Agreement for Contract Services Between Xello and George and Evelyn Stein High School for Professional Development for the 2025-2026 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide a one day on-site training (professional development) to staff at George & Evelyn Stein High School.

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

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

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

   a. District shall pay $4,500.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $4,500.00. 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 $N/A for the term of this agreement.

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

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

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

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

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

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

ORDER / QUOTE

REF-074879

QUOTE FOR:

ATTN: **Accounts Payable**
George and Evelyn Stein High School
650 W. 10Th St.
Tracy, CA 95376

REQUESTED BY:

Traci Mitchell
Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376

SUBSCRIPTION PERIOD:

Start Date: **Jul 1, 2025**
End Date: **Aug 31, 2025**
Duration: **2 months ***

PRODUCT	QTY	ANNUAL RATE	PRICE	SUBTOTAL
On-site Training ^ 1. George and Evelyn Stein High School	1	**$4,500.00** Per Day	$4,500.00	$4,500.00

*** Prorated based on a 12-month subscription**

NOTES:

GRAND TOTAL:
$4,500.00
USD

Xello Terms of Use Agreement
W8 Form
Billing + Renewals FAQ's

jessicamyshrall@xello.world

Phone: +1 (800) 965-8541 Ext.160

1867 Yonge Street • Suite 502 • Toronto, ON M4S 1Y5 • Canada

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 13, 2025
SUBJECT: **Approve Agreement for Contract Services Between Homecourt Publishers and George & Evelyn Stein High School for the 2025-2026 School Year**

BACKGROUND: To support Stein High School's commitment to preparing students for success beyond graduation, all teachers will participate in a half-day, on-site professional development focused on Project Based Learning (PBL) through the PBL Project platform. This session will introduce instructional strategies that combine real-world application with foundational content, helping students make meaningful connections across subject areas.

RATIONALE: Teachers will engage in hands-on learning using tools from the PBL Project, including PBL Scenarios, STEM Challenges, Critical and Creative Thinking Exercises, and Deductive Reasoning Tasks. These activities are designed to promote higher-order thinking (Depth of Knowledge) while reinforcing essential content knowledge. The training will explore the underlying philosophy of these approaches and focus on how to effectively implement them in the classroom. In addition to the workshop, Stein teachers will receive full access to the PBL Project's online resources through the 2025–2026 school year. This investment supports instructional practices that encourage problem-solving, critical thinking, collaboration, and student engagement, in which all skills are necessary for post-secondary success.

FUNDING: The cost, not to exceed $2,600.00, will be paid from Title 1 funds $1,650 and Site Funds $920.

RECOMMENDATION: Approve Agreement for Contract Services Between Homecourt Publishers and George & Evelyn Stein High School for the 2025-2026 School Year.

Prepared by: Mrs. Traci L Mitchell, George & Evelyn Stein High School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Homecourt Publishers (Ben Bache), 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: On-Site Professional Development and full access to PBL Project resources for the all teachers at Stein. The professional development includes access to PBL Project for 2025-2026 school year. The PD is for a half-day professional development session.

   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 & 1 half day PD ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location Stein High School.

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

   a. District shall pay $ 2,600.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $ 2,600.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District [ ] **SHALL** [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $ -0- 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 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, Dr. Zachary Boswell, at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

   b. Contractor **[ ] WILL [ ] 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

Homecourt Publishers

2435 East North St., #245
Greenville, SC 29615-1442
(864) 877-5123

DATE	P.O. Number
4/15/25	TBD

BILL TO:
Stein High School Attn: Traci Mitchell 650 w. 10th street Tracy, CA 95376

SHIP TO:
Same as "Bill To" Address

Professional Development Session
+ Full Access to "PBL Project" resources

DESCRIPTION	AMOUNT
Stein High School — On-Site Professional Development	**$2,600.00**
+ Full Access to the "PBL Project" Resources for ALL teachers at the school	*Includes all costs – PD, Materials, travel, etc.—associated with the training session*
INCLUDES access to the PBL Project: through the 2025-2026 school year ➢ PBL Scenarios ➢ Escape Rooms/Forensic Scenes ➢ STEM Challenges ➢ Deductive Reasoning Tasks ➢ Critical/Creative Thinking Exercises ➢ PD & Expert Center ➢ Analogies ➢ "Gifted Portal" and MUCH MORE	**Included:** *Access to the PBL Project site*
Half-Day Professional Development This Professional Development will cover multiple strategies—*including PBLs and a wide variety of Critical/Creative Thinking Exercises*—that focus on integrating Depth of Knowledge 3-4 skills (forming abstract connections and using content in the real-world) with DOK 1-2 instruction (facts and key concepts). The great advantage of the on-site option is that participants will do several hands-on strategies as listed above, which is an effective way to review the "philosophy" of the strategies, as well as proper classroom implementation.	
All Travel Costs included with this price	**Included:** *All travel costs*
****This price includes all materials, fees, taxes, and other applicable expenses associated with the **training.***	**TOTAL: $2,600.00**

Thank you for your order! ***Please feel free to contact us if you have any questions or comments.***
Telephone & Fax: (864) 877-5123 *e-mail:* benbache@homecourtpublishers.com

Please send payment to: Homecourt Publishers
2435 East North St., #245
Greenville, SC 29615-1442

Homecourt Publishers

What's the Problem? The PBL Project

Ben Bache, Owner & Content Manager
ben@pblproject.com
www.pblproject.com

2435 East North St., #245
Greenville, SC 29615-1442
(864) 877-5123

4/15/25

PROFESSIONAL DEVELOPMENT SCOPE OF WORK

Abstract:

Our PD is a great introduction to the PBL Project resources (www.pblproject.com) and will touch on a number of strategies within the site—PBL Scenarios, Critical/Creative Thinking Exercises, STEM Challenges, Deductive Reasoning Tasks, and more—that focus on integrating Depth of Knowledge 3-4 skills (forming abstract connections and using content in the real-world) with DOK 1-2 instruction (facts and key concepts). We will cover the "philosophy" of these types of strategies, and also focus on successful classroom implementation.

The great advantage of the on-site option is that participants will do several hands-on exercises, including a full PBL Scenario, STEM Challenge, Escape Room/Forensic Scene, and several Critical/Creative Exercises.

Title: *The PBL Project and "Depth of Knowledge 3-4" Strategies*

Sample Agenda

(this agenda and will be changed to fit your schedule):

8:00 AM to 8:30 AM — **Introduction and DOK Review**

8:30 AM to 10:00 AM — **PBL Scenarios & STEM Challenge**

10:00 AM to 11:30 AM — **Critical / Creative Thinking Exercises**

This includes a variety of strategies, such as:

- SCAMPER
- Forced Choice
- "Quirky Situations"
- Rebus Puzzles
- Deductive Reasoning Tasks

... and more!

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 2, 2025
SUBJECT: **Approve the Partnership Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Child Care Services on the Stein/Duncan Russell Campus**

BACKGROUND: Historically, the Tracy Unified School District has offered the Student Teen Educational Parenting Support (STEPS) Program, in which teen parents could continue to pursue a high school education while supporting a child. In addition to providing educational support and parenting education, the STEPS Program also provided an infant and toddler childcare program to these teen parents. This allowed the teen parents to be able to focus on earning a high school diploma without having to worry about the excessive costs of safe and adequate infant and toddler childcare. Since the elimination of the STEPS Program, due to budget cuts, the need for safe and adequate childcare remains. CAPC currently has Infant and Toddler Childcare Programs on two TUSD school campuses – North and McKinley and would like to continue the expanded partnership on the Stein/Duncan Russell campus, and while the district does currently sponsor two Grant and State-funded preschools, these programs have age criteria and requirements – student must be four or five years old to participate. The CAPC Childcare Program will keep one slot available for use only by a TUSD teen parent giving them priority, while enrolling children from the community. This partnership agreement meets both District and Community needs by providing childcare to our teen parents so they can successfully graduate with a high school diploma, as well as servicing the community need for adequate infant and toddler-aged childcare at little or no cost.

RATIONALE: The CAPC Infant and Toddler Program will run a full-day childcare and preschool program for children from age 0 to 36 months, filling a need in our District and Community. It will allow TUSD teen parents to earn a high school diploma, thus increasing our District graduation rate. Most of the children enrolled from the Community will eventually attend Tracy Unified schools, and this will give more children the opportunity to participate in early childhood education programs at an earlier age, thus preparing them for a much more successful education experience. This partnership agreement meets District Goals # 1: Prepare all students for college and careers

and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups, using accelerated learning and tiered supports.

FUNDING: There will be no cost to the District. State Grant Funds obtained by CAPC fund the program.

RECOMMENDATION: Approve the Partnership Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Childcare Services on the Stein/Duncan Russell Campus.

Prepared by: Mrs. Traci L Mitchell, Stein High School, and Duncan Russell Community Day School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Child Abuse Prevention Council, 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: The CAPC Infant and Toddler Program will operate a full-day childcare program from 7:30am - 4:30pm for children from ages 6 weeks to 36 months. The program is licensed to serve 6 infants and 8 toddlers. CAPC will keep one slot available for use only by a TUSD Teen parent, giving them priority, while also enrolling children from the community. CAPC agrees to reimburse overtime costs for janitorial services on days custodial staff are not contracted to work.

   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 235 ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location Stein High School.

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

   a. District shall pay $ -0- per [ ] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $ -0-. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on July 1,2025, and shall terminate on 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, Dr. Zachary Boswell, at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 17, 2025
SUBJECT: **Approve Agreement with Pioneer Days at the Historic Lammersville Schoolhouse and the Tracy Museum and TUSD, for Pioneer School Field Trips 2025-2026 School Year**

BACKGROUND: The Tracy Unified School District has is sending school sites to learn about Pioneer school at the historic Schoolhouse and its museum. In the past school sites were required to fundraise, and Title 1 schools were given a discount by the West Side Pioneer Association of Tracy. Now that all sites are Title 1, it is no longer financially feasible for all sites to be given the discount. Due to the popularity of the program, and the potential for some schools not to participate if fundraising efforts fall short, Tracy Unified will be using district funds to support the event to ensure that all students are able to participate. Our costs will allow West Side Pioneer Association of Tracy to continue to hire their staff members to run the program in partnership with our classroom teachers.

RATIONALE: The Pioneer School and Museum visit is a valuable learning experience for students. Tracy Unified School District wants to ensure that all students, regardless of family income, are able to participate in this event.

FUNDING: Funding for this contract includes up to $350 per classroom schoolhouse visit, and up to $50 per classroom museum visit, not exceed $16,000 total for the year.

RECOMMENDATION: Approve Agreement with Pioneer Days at the Historic Lammersville Schoolhouse and the Tracy Museum and TUSD, for Pioneer School Field Trips 2025-2026 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Pioneer Days at the Historic Lammersville Schoolhouse and the Tracy Museum, 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: Pioneer Days at the Historic Lammersville Schoolhouse and the Tracy Museum.

Funding for this contract includes up to $350 per classroom schoolhouse visit, and up to $50 per classroom museum visit, not exceed $16,000 total for the 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 n/a ( ) [ ] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location 1141 Adam St, Tracy -Schoolhouse. Museum: 1141 Adam Street, Tracy.

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

   a. District shall pay $ 350 per classroom / $50 per museum per [ ] **HOUR** [ ] **DAY** [x] **FLAT RATE**, not to exceed a total of $ 16,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District [ ] **SHALL** [x] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $ 16,000 for the term of this agreement.

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

4. The terms of the agreement shall commence on July 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, 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 [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 Education Services
DATE: June 11, 2025
SUBJECT: **Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant**

BACKGROUND: Tracy Unified School District (TUSD) has received grant funding since 2004 to provide school readiness programs that help young children grow up healthy and be successful in school and in life. The Building Literacy Together grant began in July 2010 and continued or expanded some of the services provided through the PLAY School Readiness Program from April 2006 to June 2010. Building Literacy Together program components include high-quality parent education and involvement opportunities, child and adult literacy activities, and articulation between early childhood and elementary school programs.

RATIONALE: Approving the contract for Building Literacy Together will allow the District to continue and expand the services offered to families of children ages zero to five. Building Literacy Together helps prepare children and families for the transition into elementary school and builds children's school readiness skills by supporting adult/child literacy, offering community-based parent education programs, and promoting articulation between preschool and elementary school staff. Funding will allow TUSD to staff a Parent Liaison for the School Readiness Preschool Programs. This aligns with District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers. The contract between TUSD and Building Literacy Together is attached here as a separate cover in addition to the Building Literacy Together Scope of Work, Budget Request Form and Budget Narrative.

FUNDING: There is no cost to the District. The District will receive grant money from First 5 San Joaquin to provide the Building Literacy Together project in the amount of approximately $102,933. for the period July 1, 2025, to June 30, 2026.

RECOMMENDATION: Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 9, 2025
SUBJECT: **Receive Update on Quarterly Williams Complaint Report for the Quarter Ending July 15, 2025**

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

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

FUNDING: No cost.

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

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

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

District: Tracy Unified School District

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

Quarterly Report Submission Date: (*check one*)

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

Date for information to be reported publicly at governing board meeting: June 23, 2025

Please check the box that applies:

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

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

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

Dr. Robert Pecot
Print Name of District Superintendent

Signature of District Superintendent

6/6/25
Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 4, 2025
SUBJECT: **Approve Agreement for Contract Services Between 360 Degree Customer Inc. and Art Freiler School for the 2025-26 School Year**

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

RATIONALE: 360 Customer is a company who is a leader in their field. They have diverse mental health specialists who represent our student population and proven success impacting student behaviors. Since our high suspension rate qualifies us for differentiated assistance support, we would like to continue to work with the 360 Customer for the 2025-26 school year. They will provide 1 behaviorist, 7 hours daily for the 2025-26 school year. There is no cap on the number of students they can service. They will provide services that include mentorship, behavior support, restorative practices, and work with small groups for conflict resolution and other social and emotional needs as well as work with students who are failing academically. This aligns with Strategic Goals #1: Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #2 - to provide a safe and equitable learning environment for all students and staff.

FUNDING: The cost, not to exceed $114,000.00, funded through LCAP funds goal 2 action 6.

RECOMMENDATION: Approve Agreement for Contract Services between 360 Customer Inc. and Art Freiler School for the 2025-26 School Year.

Prepared by: Maureen Riley, Principal, Art Freiler 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 Customer, Inc., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide one full-time specialist from 8-4-25 to May 29, 2025. The staff will push into classrooms for behavior services to students throughout the day, hold group discussions, provide services during lunch/recess and provide other behavioral services, as needed.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location Art Freiler School.

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

   a. District shall pay $90 per [X] **HOUR** [x] **DAY** [ ] **FLAT RATE**, not to exceed a total of $114,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on August 4th, 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, Maureen Riley, at (209) 830-3309 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, Assoc. Supt. of Educational Services
DATE: June 3, 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 23, 2025
SUMMARY OF SERVICES

Vendor: Generation Genius
Sites: Williams Middle School
Services: Site License
Cost: $2,725.00
Funding Source: Title 1

Vendor: HMH-Read 180
Sites: Williams Middle School
Services: Site License for Unlimited Students
Cost: $1,395.00
Funding Source: General Fund

Vendor: Smartpass
Sites: Williams Middle School
Services: Site License
Cost: $3,000.00
Funding Source: Site 0709 Targeted Funds

Vendor: Tynker.com
Sites: Williams Middle School
Services: Site License for 50 Seats
Cost: $1,000.00
Funding Source: Title 1

Vendor: Typing.com
Sites: Williams Middle School
Services: Site License for 60 Seats
Cost: $270.00
Funding Source: Title 1

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 Boys and Girls Club of Tracy and Wanda Hirsch Elementary School for the 2025-2026 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. The Boys and Girls Club has been operating after school services at Hirsch Elementary School for several years. Hirsch Elementary School staff would like to continue to partner with the Boys and Girls Club at Hirsch Elementary School to continue to provide after school services and provide services during lunch recess, this would include structured activities and organized sports.

RATIONALE: Students need a safe place to go and positive activities to engage in, as part of their academic success. Hirsch 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 $10,260.00, funded through Title I funds.

RECOMMENDATION: Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Hirsch Elementary School for the 2025-2026 School Year.

PREPARED BY: Elisavet Barajas, Principal, Hirsch 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 2 staff members providing structured activities during lunch recess (11:30 - 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 Hirsch Elementary.

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

   a. District shall pay $10,260.00 per [ ] **HOUR** [ ] **DAY** [x] **FLAT RATE**, not to exceed a total of $10,260.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District [ ] **SHALL** [x] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $0 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, Elisavet Barajas, at (209) 830-3312 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:

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, Associate Superintendent of Educational Services
DATE: June 6, 2025
SUBJECT: **Approve Agreement for Contract Services with the Boys & Girls Club of Tracy to Provide Services at North School for the 2025-2026 School Year**

BACKGROUND: The Boys & Girls Club of Tracy has been providing after-school services in the community at school sites for over 20 years. The North side of Tracy is identified as an area of need. For the last 17 years, the Boys & Girls Club of Tracy has been operating an after-school program at North School. Due to the success of the program, North School staff wishes to continue to work with the Boys & Girls Club of Tracy at North School as they can provide after school services and structured lunch time services the regular school program cannot. During past school years, the Boys and Girls Club provided two B&G Club staff members to mentor and work with students through a variety of structured activities during lunch. Students partook in these activities. and an increase of positive and collaborative behavior was seen due to said activities. North School would like to continue these services.

RATIONALE: Students, families, and staff have made it clear that providing after school programs and activities at North School is of great value. We must first provide a safe environment where students can learn, so they can discover and develop their full potential. The Boys & Girls Club of Tracy provides after school programs and structured lunch activities, such as organized sports, giving the students a positive experience. The North School partnership with the Boys & Girls Club of Tracy provides vital opportunities and services for students. This supports District Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap and District Goal #2: Provide a safe and equitable learning environment.

FUNDING: The program will be paid with site Title I funds not to exceed a total of $10,000.00.

RECOMMENDATION: Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Services at North School for the 2025-2026 School Year.

Prepared by: Susan Hawkins, Principal, North 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/structured activities, tutoring, support and mentoring in the area of healthy life style programming, character and citizenship. In addition to the B&G Club after school program, the Boys and Girls Club will provide staff members who will provide and support structured activities during lunch recess five days per week. Lunch activities will take place at North during lunch. Supplies for these programs are also needed.

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

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

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

   a. District shall pay $10,000.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $10.000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on August 1 , 2025, and shall terminate on May 19, 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, Susan Hawkins, at (209) 830-3350 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Kelly Wilson Digitally signed by Kelly Wilson Date: 2025.06.06 11:06:41 -07'00' CEO

Contractor Signature Title

68-0028682

IRS Identification Number

CEO

Title

753 Lowell Avenue

Address

Tracy, CA 95376

Tracy Unified School District

Date

01-3010-0-1110-5800-340-3002

Account Number to be Charged

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 Ed Services
DATE: June 4, 2025
SUBJECT: **Approve Agreement for Special Contract Services With CPR With Heart to Provide CPR and First Aid Training to Classified Staff During the 2025-2026 School Year**

BACKGROUND: CPR With Heart is an approved partner of the American Heart Association, the leading resource for heart health and life saving measures in the event of a cardiac emergency. CPR and first aid training is required to be provided by the District for certain classifications of classified employees.

RATIONALE: Providing high quality CPR and first aid training to classified staff will ensure students and staff receive the care and aid required in the event of an emergency. This will also ensure the District remains compliant in providing this training to certain classifications of classified staff. This aligns with Tracy Unified Goal #2: Provide a Safe and Equitable Larning Environment for All Students and Staff.

FUNDING: The cost of training by CPR With Heart for the 2025-2026 school year will not exceed $10,000. This training cost will be paid by LCFF funds.

RECOMMENDATION: Approve Agreement for Special Contract Services With CPR With Heart to Provide CPR and First Aid Training to Classified Staff During the 2025-2026 School Year.

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

CPR With Heart

Estimate No:	52825
Date:	05/28/2025
For:	Tracy Unified School District

Estimate

916 45th Street
Sacramento, CA. 95819
916-248-3400
916-453-0663
Cprwithelizabeth@yahoo.com

Description	Quantity	Rate	Amount
Staff CPR-First Aid & AED Certification 2 year AHA Certification, Student manuals, PPE, First Aid supplies included. $100.00 per attendee up to 100 attendees	100	$100.00	$10,000.00

Subtotal	$10,000.00
TAX 0%	$0.00
Total	$10,000.00

Total **$10,000.00**

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 4, 2025
SUBJECT: **Approve Agreement for Contract Services between Valley Community Counseling and Central Elementary and North 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 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 Central Elementary and North 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 Valley Community Counseling services will not exceed $37,440.00. Services will be paid for using CCSPP Grant funds.

RECOMMENDATION: Approve Agreement for Contract Services between Valley Community Counseling and Central Elementary and North School 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:Central Elementary (1 day @ 6.5 hrs/week) and North School (1 days @ 6.5 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 468 ( ) [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 $37,440.00. 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 $0.00 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 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, 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 4, 2025
SUBJECT: **Approve Agreement for Contract Services with Operation Scholars for Two Behaviorists for the 2025-2026 School Year**

BACKGROUND: Operations Scholars is dedicated to creating a safe and supportive environment where youth can explore their identity, build character, and achieve their academic and personal aspirations. Through comprehensive social and emotional counseling, behavioral services, and assessments, the program supports diverse students in their journey toward success. Committed to fostering resilience, self-advocacy, and essential life skills, Operations Scholars empowers students to thrive academically and develop into confident, goal-driven leaders in an ever-evolving world.

RATIONALE: Students who have experienced trauma or exhibit negative and disruptive behaviors are considered high-risk and encounter daily challenges. Operation Scholars will implement Tier 2 whole-child approach interventions to provide support both in and outside the classroom, as well as during before- and after-school programs. This service is designed to help students develop skills in stress management, impulse control, behavioral regulation, respect for others, self-discipline, social awareness, and other key areas that influence behavior. The services of this program are 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.

FUNDING: Fees shall not exceed $137,060.00. Services will be paid with CYBHI Grant Funds.

RECOMMENDATION: Approve Agreement for Contract Services with Operation Scholars for Two Behaviorist for the 2025-2026 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 Operation Scholars, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Assign two Behaviorists to serve all TUSD schools. Each Behaviorist will maintain a caseload of students to support with behavioral concerns and will also be available to respond to behavior-related incidences that occur on campus before, during, and after school hours. Services will not be limited to a specific number of students, provided the caseload remains within the manageable capacity of each Behaviorist.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1780 ( ) [X] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location All TUSD Schools.

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

   a. District shall pay $77 per [X] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $137,060.00. 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 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, 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 Master Service Agreement with Valley Community Counseling for Licensed Marriage and Family Therapist for the 2025-2026 School Year**

BACKGROUND: Under the provisions of AB 114, school districts must now provide any mental health services necessary for students with disabilities to receive Free and Appropriate Public Education (FAPE) or benefit from the special education program. Valley Community Counseling will provide licensed marriage and family therapists to provide individual and group counseling, primarily at the high schools. Valley Community Counseling will also provide mental health services to parents as indicated through the IEP process and as necessary for Special Education students to receive a Free and Appropriate Public Education (FAPE) as required by AB114. Board Approval is necessary in order to stay in compliance with legal IEP timelines.

RATIONALE: School districts are now required to provide mental health evaluations and concurrent behavior analysis to children with IEPs. Tracy Unified School District (TUSD) is utilizing outside sources to provide training to current psychologists as well as consultation for higher levels of need that TUSD must service under the AB114 regulations. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

FUNDING: Expenses will not exceed $275,000.00 for the 2025-2026 school year. Funding for Mental Health expenses are budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Master Service Agreement with Valley Community Counseling for Licensed Marriage and Family Therapist for the 2025-2026 School Year.

Prepared by: Jason Davis, Director of Special Education.

Master Service Agreement

This Staffing Service Agreement ("Agreement") is entered into as of the 1st day of July 2025 (the "Effective Date"), by and between (the "Company Party" referred to as Valley Community Counseling), and Tracy Joint Unified School District (the "Client"). The Agreement supersedes all other agreements and or contracts in place between the Client and Company Party. Client acknowledges the representative who signs any contract with Valley Community Counseling on behalf of the Client has full signing authority and by doing so, this Agreement and each Staffing Confirmation Agreement (in the form attached hereto as Exhibit A) shall be binding.

1. Services and Staffing Confirmation (Exhibit A)

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

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

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

2. Associates

(a) Valley Community Counseling will refer qualified candidates without regard to race, sex, color, religion, national origin, marital status, veteran status, non-job-related medical condition, or any other statutorily protected category. The Client shall have the right of refusal regarding the Associate assigned by Valley Community Counseling, consistent with the other terms of this Agreement, but agrees that no refusal will be made on account of race, gender, color, religion, national

origin, marital status, veteran status, or any other statutorily protected category. The Client understands and agrees that any Associate assigned to the Client by Valley Community Counseling, pursuant to this Agreement, shall perform all Services as an independent contractor to the Client and not as an employee, agent, partner, or venture participant of the Client.

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

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

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

(e) The Client agrees to provide safe working conditions and will orient all Valley Community Counseling employees at the start of any work engagement to the policies of the district including safety, hazard and emergency. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, the Client will notify Valley Community Counseling immediately: (1) of any obligations in the government contract or subcontract relating to wages, and (2) if Valley Community Counseling is legally required to initiate E Verify verification procedures for any Associate. Valley Community Counseling reserves the right to re-assign any assigned Associate. The Client further agrees that it is fully responsible for, and that Valley Community Counseling will not be responsible for any injuries, claims, damages, or losses that may result from the Client's failure to comply with the foregoing.

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

3. Compensation and Payment Terms

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

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

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

(d) In the event the Client's school or school system is physically closed (i.e., physical closures due to inclement weather, public health emergencies), including days on which the school or school system is physically closed but continues operating or providing educational instruction virtually or through online services to students ("Remote Learning Days") or days on which the school or school system is otherwise closed to students ("Closure"), Client shall remain fully obligated to remit payment to Valley Community Counseling for the full amount (at the agreed upon bill rate) of the total typical hours worked and contracted for each applicable consultant for each day of the Client's Closure. Associates shall be ready, willing, and able to work his or her regularly scheduled hours during all Remote Learning Days via virtual instruction/meetings or online instruction/meetings.

Remittance address: Valley Community Counseling
6707 Embarcadero Drive
Stockton, CA 95219

4. Client Hiring of Associates and Conversion Fees

(a) If the Client, after evaluating the performance and potential of an Associate on the job, desires to employ the Associate directly, the Client agrees to abide by certain restrictions and to pay any applicable "Conversion Fee" as provided herein below. The Conversion Fee, if applicable, is payable if the Client hires an assigned Associate, regardless of the employment classification on either a full time, temporary (including temporary assignments through another agency) or consulting basis within twelve

(12) months after the last day of such Associate's assignment hereunder. The Client acknowledges that a Conversion Fee, if applicable, is also payable if the assigned Associate is hired by a subsidiary or other related company or business of the Client.

(b) The Client may elect to hire any Associate subject to payment of a fee equal to thirty-five percent (25%) of the Associate's annual total compensation, including bonuses (the "Conversion Fee"). The Client will pay the Conversion Fee to Valley Community Counseling within 30 days of billing. In order for an Associate to be hired as the Client's employee, the Client must have a zero balance on all outstanding invoices. The foregoing hiring restriction and Conversion Fee obligations shall survive until one (1) year after the last date of service by the subject Associate at the Client's facility. Valley Community Counseling agrees to waive its right to a Conversion Fee after an Associate has completed 2,700+ contracted hours with Client.

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

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

5. Direct Hire Fees

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

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

6. Right To Counsel: Coaching and Dismissals

In instances of unsatisfactory performance of duties by an Associate, the Client agrees to make a good faith effort to rectify the issue, including a notice, in writing, to Valley Community Counseling outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by Valley Community Counseling staff. Should the issue not be resolved within a reasonable amount of time, the Client may request that the Associate be removed from the assignment. Valley Community

Counseling will make every effort possible to comply with the Client's request as quickly as possible. Client agrees to honor the terms of this Agreement and pay invoices for hours performed by any Associate up to the time of dismissal from the Client's assignment.

7. Cancellations

Client must provide twenty (20) in-session school days (business working days) written notice of cancellation to Valley Community Counseling. A cancellation fee equal to the scheduled hours for any shift cancelled is payable to Valley Community Counseling for all cancellations made with notice less than twenty (20) in-session school days (i.e. Associate business working days). For assignments Valley Community Counseling must be granted at least forty (40) hours per week of work (unless the Client's full time business schedule is only thirty-five (35) hours per week, or (37.5) thirty- seven and a half hours per week). If an Associate's travel staffing assignment ends prematurely, the Client agrees to pay to 360 DEGREE presenting upon presentment of an invoice, all remaining housing costs for the Associate, including apartment and furniture leasing costs, until the expiration of the applicable lease(s).

8. Contract Termination

This Agreement remains in effect from July 1, 2025 to June 30, 2026 or until terminated by either Party. This Agreement shall be terminable by either Party upon thirty (30) days prior written notice. Termination of this Agreement will also result in the termination of each Staffing Confirmation Agreement between Valley Community Counseling and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination if Valley Community Counseling reasonably determines that the assigned Associate's professional license or code of ethics has been compromised.

9. Notices

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

Client:	Tracy Joint Unified School District 1875 W. LOWELL AVE. TRACY, CA 95376
Valley Community Counseling:	6707 Embarcadero Drive Stockton, CA 95219

10. Insurance, Indemnification and Limitation of Liability

(a) Valley Community Counseling shall maintain and provide to the Client, upon written request, proof of any assigned Associate's valid professional license, if applicable, and proof of Worker's Compensation Insurance (which will be maintained per statutory requirements). Additionally, Valley Community Counseling shall procure and maintain insurance and upon written

request, shall provide the Client with Certificates of such insurance covering the following risks:

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

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

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

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

11. Miscellaneous

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

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

(c) **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in

those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the Parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits.

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

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

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

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

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

Notwithstanding any provisions in this Agreement to the contrary, the parties hereto agree that (i) non-solicitation and no-hire obligations in this Agreement, if any, shall not apply within the State of Minnesota; and (b) conversion or permanent hire fees in this Agreement, if any, shall not apply within the State of New York.

[*Signature Pages Follow*]

Once signed by Valley Community Counseling, no further revisions or changes can be made or accepted.

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

"Valley Community Counseling"

By: _____ LMFT

Name, Title: STACIE CLARK, LMFT

"Tracy Joint Unified School District"

By: _____

Name, Title: _____

Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement - Exhibit A") is entered into on _____ by and between Valley Community Counseling and Tracy Unified School District collectively referred to herein as "the Parties." **The Parties agree to the below:**

Contractor Name:	Assignment Dates:
District Name and Address: Tracy Unified School District	Schedule:
District Telephone Number: 209-830-3270	Hours Per Week:
District Department Director Name: Jason Davis	Estimated Caseload:
Billing Address: 1875 W. Lowell Avenue	Approved Time Off:
Billing Telephone Number: 209-830-3270 x 1452	Bill Rate:
Billing Contact Info: Elena Camacho	Overtime/Holiday Rate:
Billing Email Address: ecamacho@tusd.net	*Mileage Reimbursement:
Timesheet Approver Email Address and Name: Jason Davis - mfedelin@tusd.net	First Day Details:

Supervision/Materials and Equipment: Client will provide appropriate supervision, materials and equipment to therapist.

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

Cancellation of Services: A minimum 20 working day written notice must be given to Valley Community Counseling directly for cancellation or early termination of contract.

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

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

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

The client acknowledges and agrees that this Staffing Confirmation Agreement contains the specific terms of the individual contractor's assignment for services in accordance with the terms of the Valley Community Counseling Master Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the Valley Community Counseling Master Services Agreement, the terms of the Valley Community Counseling Master Services Agreement shall prevail. Unless the Client provides written notice of any objection or correction needed within the earlier of (i) ten (10) business days. Upon receipt of this Staffing Confirmation Agreement from Valley Community Counseling, or (ii) five (5) business days prior to the start of such an assignment, this Exhibit A shall be deemed

accepted by the Client and be deemed a binding agreement in all respects.

Exhibit B

INDEMNIFICATION; LIMITATION OF LIABILITY.

(a) Associate enters into this Agreement as an independent contractor and not as an employee of Client. Valley Community Counseling shall have no power or authority by this Agreement to bind Client 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 Valley Community Counseling are employees, agents, contractors or subcontractors of Valley Community Counseling and not of the Client. The Client shall not be obligated in any way to pay any wage claims or other claims made against Valley Community Counseling by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

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

(c) Associate [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, Valley Community Counseling 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 Valley Community Counseling and/or its employees.

(c) Valley Community Counseling agrees to hold harmless and to indemnify Client for: Any injury to person or property sustained by Valley Community Counseling or by any person, firm or corporation employed directly or indirectly by Valley Community Counseling 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, to the extent arising out of the gross neglect, default or willful omission of Valley Community Counseling, or any person, firm or corporation directly or indirectly employed by Valley Community Counseling under this Agreement, and Valley Community Counseling 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 Client for any such claim or demand, and pay or satisfy any judgment that may be rendered against Client in any such action, suit or legal proceedings or the result thereof. Nothing here in provided shall be construed to require Valley Community Counseling to hold harmless or indemnify Client for liability or damages resulting from the negligence or willful act or omission of Client or its officers, agents or employees.

Limitation of Liability.

(a) In no event will either party to this Agreement be liable for incidental, consequential, punitive, indirect or special damages, including, without limitation, interruption or loss of business, profit or goodwill.

(b) As a condition for recovery of any liability, the parties must assert any claim under this Agreement within three (3) months after discovery or sixty (60) days after the termination or expiration of this Agreement, whichever is earlier.

(c) In no event shall Valley Community Counseling's liability to Client exceed (a) for Temporary Services, the fees received by Valley Community Counseling from Client during the preceding six (6) month period, or (b) for Direct Placement Services, the fees received from Client for the placement of the Candidate to whom any claim asserted by Client relates, whether arising from an alleged breach of this Agreement, an alleged tort or any other cause of action.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 5, 2025
SUBJECT: **Approve Master Contract for Non-Public School East Valley Education Center for the 2025-2026 School Year**

BACKGROUND: Board approval is requested to contract with Non-Public School East Valley Education Center. The District's Special Education administration would like to contract with Non-Public School East Valley Education 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 $175,000.00 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 East Valley Education 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: June 6, 2025
SUBJECT: **Approve Agreement for Contract Services Between 360 Degree Customer, Inc. and South/West Park Elementary School for the 2025-2026 School Year**

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

RATIONALE: The agency has behavior specialists who are bilingual and that represent our student population. The program has proven success impacting student behaviors. They will provide one tutor/behaviorist, 7 hours daily, for the 2025-2026 school year. 360 Degree Customer Inc. will place a behaviorist to provide behavior support, mentorship, restorative practices, counseling and tutoring for all students. They will assist in student success while overcoming academic challenges. This aligns with Strategic Goals #1 & #2 of our SPSA to prepare all students for college and career readiness and to provide a safe and equitable learning environment for all students and staff.

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

RECOMMENDATION: Approve Agreement for Contract for Services to be provide by 360 Degree Customer Inc. at South/West Park Elementary School.

Prepared by: Juan Lopez, South/West Park Elementary School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide a Behaviorist 7 hours per day to assist and support student needs and their achievement in the classroom. The 360 Degree Customer In. behaviorist will provide behavior support, restorative practices, positive development of academic skills, confidence. and tutoring services as needed.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location South/West Park Elementary.

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

   a. District shall pay $ 90.00 per [X] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $ 120,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on August 4 2025, and shall terminate on May 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, Juan Lopez, at (209) 830-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Director

Contractor Signature — Title

Tracy Unified School District

010822463

IRS Identification Number

Date

Director

Title

Account Number to be Charged

473 Sapena ct #7
Santa clara CA 95054

Address

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 6, 2025
SUBJECT: **Approve Agreement for Contract Services Between Quest Science Center and South/West Park Elementary School for the 2025-2026 School Year**

BACKGROUND: The mission of Quest Science Center in Livermore CA, is to inspire and nurture everyday exploration for lifelong engagement with science and technology. The center is dedicated to connecting everyone to the value of science by fostering inclusivity and creating a welcoming experience. Quest Science Center is committed to ensuring that people of all ages and backgrounds feel a sense of belonging and excitement in the exploration of science. Through interactive exhibits, educational programs, and outreach initiatives, the center strives to make science accessible and enjoyable, encouraging a curiosity-driven approach to learning and discovery. By promoting inclusion and providing an engaging environment. Quest Science Center aims to contribute to a community where science is embedded and celebrated by all.

RATIONALE: This is an extended learning opportunity that aligns with the district's focus on STEM education as well as SWP's goal to prepare all students to be well-rounded individuals with the knowledge and skills to pursue collage and career. The projected outcome is to provide a dedicated space for hands-on, interactive science technology experiences that complement the District's STEM curriculum. We hope that through the collaboration with Quest Science Center we foster a deeper connection between students, families, and our community with the world of science. It will provide a unique opportunity for families to actively participate in STEM related activities.

FUNDING: The cost, not to exceed $2,000.00, will be paid through our Title1 0710 funds.

RECOMMENDATION: Approve Agreement for Contract Services between Quest Science Center and South/West Park Elementary School for the 2025-2026 School Year.

Prepared by: Juan Lopez, South/West Park Elementary School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Quest Science Center will bring their Engineering. This includes all science materials where students and families can engage in and experience. Park Elementary. Scheduled for Friday October 17, 2025.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 3.5 ( ) [X] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location South/West Park El.

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

   a. District shall pay $2,000.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $2,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

   c. District shall make payment on a [ ] **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 October 17, 2025, and shall terminate on October 17, 2025.

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

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

7. Contractor shall contact the District's designee, Juan Lopez, at (209)830-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature Title	Tracy Unified School District
TAX ID# 82-4865787	
IRS Identification Number	Date
Quest Science Center	
Title	Account Number to be Charged
P.O.Box 2129	
Address	Department/Site Approval
Livermore, CA 94551	
	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: June 4, 2025
SUBJECT: **Approve Agreement for Contract Services between Digital4Good x I CANHELP and Kimball High School during the 2025-2026 School Year**

BACKGROUND: Digital4Good was co-founded by former Kimball High School teacher Matt Soeth. Digital4Good is a student-focused 501(c)(3) nonprofit, organization empowering kids and teens to be their own best advocates, standing up to online abuse, and making the digital world a better place for everyone.

RATIONALE: Many people are unaware of the dangers that come with social media and other online digital platforms. Digital4Good educates parents, teachers, and students in digital awareness, safety, and wellness, empowering them to combat cyberbullying, promote online safety, and make a positive impact on students. During the training, Kimball High School Jaguar Project and Peer Mentors will be trained by co-founder Kim Karr in digital citizenship. This training will be used in future Jaguar Project/ Peer Mentor Presentations to elementary and middle school students. Additionally, Digital4Good will train the KHS staff, parents, and student body to navigate the digital world in a safe and positive way, while promoting mental health and well-being. The rationale is to equip students, parents and staff with the knowledge, skills, and confidence needed to navigate the digital world responsibly, respectfully, and safely. This supports Goal #2 of our SPSA: Provide a safe and collective learning environment for all students and staff through the development of a school climate based on positive and supportive relationships.

FUNDING: The contract with Digital4Good x #ICANHELP will be paid with Kimball High School Title 1 Funding. The contract will not exceed $8,585.31 of Kimball High School Title 1 Funding for the 2025-2026 School Year

RECOMMENDATION: Approve Agreement for Contract Services between Digital4Good x ICANHELP and Kimball High School during the 2025-2026 School Year.

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

Digital4Good x #ICANHELP Program Contract

Organization	*Kimball High School*	***Main Contact***	*Amanda Bowman*
Program Date	*September 8-9, 2025*	***E-mail***	*abowman@tusd.net*
Site Address	*3200 Jaguar Run Tracy, CA 95377*	***Phone***	209-832-6600 ext. 4013
Program	*Digital Changemaker Package + School-wide presentation*	***Size of Audience***	
Specifics of presentation	*To be discussed with Kim*	***Social Media Handles or urls***	

Fees Package/Travel fee of **$8,585.31** is due on the Program Date. In the event the presentation is canceled 20 days or less prior to Program Date, 100% of the presentation fee will nevertheless be due to #ICANHELP. In the event the presentation is canceled 21-45 days prior to the Program Date, 50% of the presentation fee will nevertheless be due to #ICANHELP. Cancellations more than 45 days prior to the Program Date will receive a full refund or cancellation of any presentation fee due to #ICANHELP.

Audio/Visual Needs

Microphone, projector, screen and speakers. Speaker will need to connect his/her laptop to the projector and speakers. There is sound associated with the presentation.

Terms School has reviewed and agrees to the Presentation Terms attached hereto.

Other Pertinent Information:

- Speaker requests that 5-6 students be available to help set-up for the presentation, and before and after each presentation to help pass out stickers.
- Administrator must be present during the presentation. Staff is expected to sit with students and handle any disruption/discipline.
- Teachers will follow up with discussion questions (provided by Digital4Good x #ICANHELP) immediately after the presentation.
- Please see the attached checklist to help make the presentation run smoothly.

PRESENTATION TERMS

School acknowledges that it is voluntarily participating in the above presentation or event (the "**Presentation**") organized by the #ICANHELP Educate division of "**#ICANHELP Educate**". #ICANHELP Educate and School hereby enter into these Presentation Terms, including the #ICANHELP Presentation Agreement attached hereto (together, the "**Agreement**"), effective as of the date signed or accepted through electronic checkbox.

To the greatest extent possible, School acknowledges that participation in the Presentation introduces risks to participants that cannot be eliminated. These risks include personal harm and harm to property. School accepts and assumes full responsibility for any injury, illness (including COVID-19), disability, death, property damage, and any costs incurred while participating in the Presentation, including to any School personnel or students. School further acknowledges that School and its staff, administrators, and students are responsible for complying with all #ICANHELP Educate requirements and policies. School agrees that it and its representatives will not sue, or participate in suing, #ICANHELP Educate, and hereby releases, waives, and holds #ICANHELP Educate harmless from any and all claims and liabilities related to participation in the Presentation.

#ICANHELP EDUCATE MAKES NO WARRANTIES TO SCHOOL, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

Kim Karr 4/30/25

Kim Karr Date

Co-Founder & CEO Digital4Good x #ICANHELP

Amanda Bowman 06/04/25

Signed Date

District/School Designee

Please send signed contract to admin@icanhelp.net.

PRE-PRESENTATION CHECKLIST

Complete Paperwork/contract
Verify information on the #ICANHELP contract is correct, sign, and return to admin@icanhelp.net. Confirm with your district that the appropriate paperwork, PO request, etc. is completed and sent to admin@icanhelp.net to start processing payment.
Verify check will be ready to give to the speaker the day of the assembly, or mailed out ahead of time.

#ICANHELP Shirts
You must order and pay at least two weeks in advance of your assembly to guarantee on- time delivery.
https://stores.kustomimprints.com/ICANHELP
It is a great idea to order shirts for your Leaders on your campus to show support for the program. Order extra to sell the day of the presentation.

Contact the News
Reporters are always looking for good news about schools. Contact local newspapers and stations about the event. #ICANHELP can provide a customized press release for your event- just ask!

Invite Other Schools & Community Members
Email other schools in the area and invite administrators and activities directors to come and view the assembly. This is a great way to show off what your school is doing, and help spread the #ICANHELP message.

Secure the Venue
Make sure the gym/theater is reserved and all permits are in with the correct people. Clear the date with the athletic director and PE department. Communicate with the custodian about presentation times and needs. Make sure bleachers or chairs are out. The video screen, projector, sound & tech needs are available at set up.

Teacher Follow-up Questions and #IWILLHELP Cards
Print out or email the "Teacher Follow-up Questions" and "#IWILLHELP Cards" to all teachers at the school. Have them follow-up with students immediately after the presentation (or within a day or so).

Review and Implement Presentation Expectations and Protocol
1. Administration and classroom teachers will communicate presentation expectations and protocol prior to student/staff arriving at the presentation. For your convenience, we have attached a detailed #ICANHELP Presentation Protocol. It may be edited to communicate your unique circumstances, your expectations, along with ours, to insure a smooth and successful #ICANHELP presentation.

2. School staff and admin are responsible for getting students into the presentation, sitting with students, supervising, and handling any disruption or discipline issue that may arise. School staff will handle dismissal after the presentation.

3. Students will demonstrate respectful behavior during the #ICANHELP presentation by listening, participating and following instructions.

4. There must be at least one administrator present during the presentation.

Presentation Protocol for Schools: Please Announce to Your Students (prior to the presentation):

1. We have scheduled an #ICANHELP presentation on _____(day), _____(date) during _____ period. #ICANHELP will empower us to use our social media to make a positive digital impact in our school and community.

2. We will enter the gym/theater as a class through the main entrance, sit as a class in our designated seats and enjoy the program. We will do this quietly and quickly, or the presentation time could be jeopardized. _____ (name of school) students will demonstrate respectful behavior during the presentation by listening, participating, and following instructions.

3. We will sit in our assigned seats.

4. When anyone (adult or student) steps before the microphone to address the group we will immediately stop movement and talking. We will listen to the speaker.

5. There will be times for us to cheer and clap, and times for us to listen respectfully. Please respect the individuals making the presentation. Many hours of preparation have gone into this presentation... be polite! It is never appropriate to boo, whistle, yell, or put someone down.

6. At the end of the presentation, wait for dismissal instruction from the school staff. Exit slow and courteously.

7. We know you will enjoy the presentation and would like to provide this type of activity in the future. Your cooperation will ensure this. The consequences for infractions include: _____ (school consequences).

Teachers:

Supervising your students during this presentation is vital to the success of this event, which is a great opportunity to enhance our school culture and climate. Your assistance is appreciated.

#ICANHELP Presentation Follow Up Questions

1. What is one piece of information you can walk away with from this presentation?

2. If someone was to look at your text messages and/or social media, would they give you:
    a. Thumbs-up = All is Good
    b. Sideways thumb = Needs Improvement
    c. Thumbs-down = I need to go through and delete some things

3. Have you physically met or do you know everyone you follow? If not, how did you end up following them?

4. Have you ever posted a picture or tweeted something you were uncomfortable with because you wanted to fit in or felt pressured? Why/why not? Have you ever liked something that you probably shouldn't have?

5. Does texting or social media ever stress you out? In what way? Do you feel like you have to like or favorite your friends'/classmates' posts? Why? What happens if you don't respond right away to texts or posts?

6. Have you ever felt pressured to send someone a photo? What is a way you could respond to someone who is pressuring you to do this?

7. Does anyone else (besides your parents) have your account passwords? Would you ever consider giving passwords to a friend or boyfriend/girlfriend? What are some concerns you have with giving out your passwords?

8. Have you ever crumpled or un-crumpled someone? Has anyone ever crumpled or un-crumpled you? How did each feel?

9. If someone made a fake Instagram account about you or one of your friends, what would you do? Would you tell anyone? If so, who?

10. How will you use the ideas of #IWILLHELP on your campus and in your life? What are some obstacles that could get in your way? How will you overcome these?

Remind students that there is power in numbers. If they feel the #ICANHELP message is powerful and needed, encourage students to follow #ICANHELP online to help get the message out.

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 11, 2025
SUBJECT: **Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees**

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATION

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Morales-Villa, Mercedes Counselor	WMS	06/05/2025	Personal
Stagnaro, Michael Assistant Principal	WHS	06/30/2025	Accepted Position

BACKGROUND:

CERTIFICATED RESIGNATION

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Georgieva-Crisp, Zoia Teacher	JES	06/01/2025	Personal
Henry, Paige Teacher	THS	06/30/2025	Personal
Hughes, Melissa Teacher	VES	06/30/2025	Accepted Position

Johnson, Lane Teacher	SWP	06/30/2025	Personal
Jones, Kimberly Teacher	WHS	06/30/2025	Personal
Wagner, Richard Teacher	WMS	06/02/2025	Personal

BACKGROUND: **CLASSIFIED RETIREMENTS**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Carr-Sioxon, Dawn Registrar	TAS	5/31/2025	Retirement
Otto, Dawn Preschool Instructor	NES	7/29/25	Retirement

BACKGROUND: **CLASSIFIED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Boynton, Melanie Secretary to the Director of Student Services	Student Services	6/18/2025	Personal
Davi, Maureen School Supervision Assistant Para Educator I	VES	5/29/2025	Personal
Chong, Christine Para Educator II	MVMS	7/31/2025	Accepted Position
Hasten, Nicolle Health Technician/LVN	Health Services	6/13/2025	Personal

BACKGROUND: **COACH RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Andrews, Joshua Varsity Football Assistant	WHS	5/30/25	Personal

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

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 11, 2025
SUBJECT: **Approve Classified, Certificated, and/or Management Employment**

BACKGROUND:	**MANAGEMENT/CLASSIFIED CONFIDENTIAL**
De La Rosa, Ana	DEC/Special Education Speech Language Pathologist (New) LMP 8, Step H - $138,188.00 Fund: Special Education
Stagnaro, Michael	DEC/Continuous Improvement, State and Federal Fundings Coordinator, Continuous Improvement, State and Federal Fundings (New) LME 49, Step E, $167,481.00 Fund: 40% Targeted SES, 30% IASA – Title I BAS GRNTS LOW INC, 30% ELOP
Vento, Eloy	DEC/Facilities and Planning Director of Facilities and Planning (Replacement) LME 58, Step E - $191,661.75 Fund: General
Vu-Nguyen, Thien	DEC/STEM STEM Learning Accelerator Coordinator (Replacement) LME 49, Step A - $137,799.00 Fund: 70% Learning Recovery, 30% ELOP

BACKGROUND:	CERTIFICATED
Chunn, Arissa	Art Freiler Elementary School Kindergarten (Replacement) Class I, Step "A" 1 - $65,038.00 Fund: General
Dooley, Katherine	Kimball High School Biology (Replacement) Class I, Step "A" 1 - $65,038.00 Fund: General
Gonzalez, Leslie	Bohn Elementary School 1st Grade (New) Class I, Step "A" 1 - $65,038.00 Fund: General
Hughes, Melissa	DEC/Professional Learning & Curriculum Curriculum Specialist TOSA (Replacement) Class VI, Step "B" 24 - $126,035.00 Fund: Targeted SES
Mahiddin, Narges	George Kelly Elementary School Transitional Kindergarten (New) Class I, Step "A" 1 - $65,038.00 Fund: General
Pardoen, Jon	Tracy High School RSP 9-12 (New position) Class VI, Step 28 - $129,439.00 Fund: Special Education
Rodriguez, Karina	McKinley Elementary School 3rd Grade (Replacement) Class I, Step "A" 1 - $65,038.00 Fund: General
Savelson, Rose	Central Elementary School 1st Grade (New) Class I, Step "A" 1 - $65,038.00 Fund: General

BACKGROUND:	CLASSIFIED
Adepu, Navaneetha	Special Education Para Educator (New) Central School Range 27, Step C - $22.68 per hour Fund: Special Education

Carrillo Vilchis, Araceli	Para Educator I (New) Bohn School Range 24, Step C - $21.15 per hour Fund: 80% Title I 20% General
Chong, Christine	Para Educator II (Replacement) Villalovoz School Range 30, Step E - $26.67 per hour Fund: Arts, Music, Instructional Materials Discretionary Block Grant
Sainz, Eusebia	Utility Person III (Replacement) South/West Park School Range 38, Step A - $26.67 per hour Fund: 50% Home-to-School Transportation 50% General Fund

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

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 8, 2025
RE: **Approve Employment of 2025 Summer School Staff**

BACKGROUND: Applications for summer school were received from staff, and interviews were conducted for the 2025 summer school session. Assignments for the 2025 summer school session were made as shown on the attached pages. Additional staff will be added as needed and as selections are made.

This agenda item meets District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Goal 2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: Restricted and Unrestricted General Fund.

RECOMMENDATION: Approve Employment of 2025 Summer School Staff.

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

SUMMER SCHOOL EMPLOYMENT 2025

Last	First	Hours	Rate	Position	Site	Approximate Total Salary
Agapie	Susana	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Aguilar	Maria	5.5	$23.74	Food Service Worker I	Central	$3,786.53
Aguilar	Crystal	5	$24.90	Special Education Para Educator I	Villalovoz	$2,365.50
Alcaraz	Galeana	5	$19.27	EL Academy - Bilingual Para Educator I	North	$1,830.65
Alcazar	Maria	8	$32.21	Bus Driver	Transportation	$5,926.64
Alvarado	Salvador	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Alvaro	Sherri	5	$24.90	Special Education Para Educator I	Villalovoz	$2,365.50
Anaya	Lorena	8	$32.21	Bus Driver	Transportation	$5,926.64
Anderson	Janae	2.25	$23.19	Bus Aide	DEC	$1,043.55
Anderson	John	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Anguiano Hernandez	Diana	Daily Rate	$300.00	Teacher, ESY Program	Villalovoz	$6,000
A'Pe	Michelle	5	$24.90	Roving Special Education Para Educator	District-Wide	$1,120.50
Arce	Sandra	4.5	$23.19	Kindergarten Bridge - Para Educator I	McKinley	$1,043.55
Arellano	Lidia	5	$24.90	Special Education Para Educator I	Villalovoz	$2,365.50
Arias	Fernando	8	$32.21	Bus Driver	Transportation	$5,926.64
Armat	Cherryl	5	$24.90	Special Education Para Educator I	Villalovoz	$2,365.50
Avalos	Sofia	5.5	$24.26	High School Attendance Clerk	KHS	$2,401.74
Ayon	Maria	Daily Rate	$300.00	Teacher, Kindergarten Bridge	McKinley	$3,000
Baccam	Melissa	5	$22.14	IEP Para Educator	TISCS	$2,103.30
Bachelder	Monique	5.75	$23.74	Food Service Worker I	WHS	$3,276.12
Baker	Charlene	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Ballutay	Anna	5	$23.19	K-8 Summer Intervention - Para Educator I	North	$2,203.05
Banales	Linda	5.5	$22.68	School Security Person	KHS	$2,370.06
Barragan Barajas	Maria	Daily Rate	$300.00	Teacher, EL Academy Program	THS	$6,000
Barraza Martinez	Isela	5	$23.19	EL Academy - Bilingual Para Educator I	North	$2,203.05
Bautista Garcia	Ana	3	$20.69	Food Service Worker I	KHS	$1,117.26
Bedolla	Mateo	Daily Rate	$300.00	Teacher, EL Academy Program	North	$6,000

Behnam	Arash	Daily Rate	$300.00	Teacher, High School Bridge	WHS	$3,000
Benevides	Mindy	Daily Rate	$300.00	Teacher, Math Acceleration Program	Williams	$6,000
Bennett	Sara	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Bernal Gomez	Lina	8	$32.21	Bus Driver	Transportation	$5,926.64
Beteta	Nelly	5	$23.19	EL Academy - Bilingual Para Educator I	KHS	$2,203.05
Boone	Bonnie	5	$24.90	Special Education Para Educator I	Villalovoz	$2,365.50
Borges	Sarah	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Bravo	Monica	5.5	$23.74	Food Service Worker I	Jacobson	$3,786.53
Brown	Athena	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Brown	Tamara	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$3,000
Butler	Shorei	Stipend	$5,400.00	Credit Recovery, High School Counselor	KHS	$5,400
Butler	Elizabeth	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Caffese	Lisa	Daily Rate	$300.00	Teacher, ESY Program	Villalovoz	$3,000
Calderon	James	2.25	$21.15	Bus Aide	DEC	$951.75
Calderon	Audra	Daily Rate	$300.00	Teacher, High School Bridge	WHS	$3,000
Carmen	Lisa	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Castillo	Amanda	5	$19.27	K-8 Summer Intervention - Para Educator I	North	$1,830.65
Castro Vazquez	Ma Veronica	5	$24.90	Special Education Para Educator I	KHS	$2,365.50
Cerrillos	Rafael	8	$32.21	Bus Driver	Transportation	$4,895.92
Ceteras	Amy	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$3,300
Chapman	Lourdes	4.5	$23.19	Kindergarten Bridge - Para Educator I	McKinley	$1,043.55
Chavez	Elizabeth	5	$23.19	EL Academy - Bilingual Para Educator I	KHS	$2,203.05
Clark	Suzanne	3	$23.74	Food Service Worker I	KHS	$1,281.96
Coker	Lauren	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Contreras	Erika	5.75	$23.74	Food Service Worker I	WHS	$3,276.12
Cook	Sarah	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Cordisco	Monica	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Corona	Debra	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000

Coss	Monica	Daily Rate	$300.00	Teacher, Kindergarten Bridge	McKinley	$3,000
Dander	Liane	5	$23.19	IEP Para Educator	TISCS	$2,203.05
Davalos	Graciela	2.5/6.5	$23.74	Food Service Worker I	KHS	$3,466.04
De Bravo	Llanet	7.5	$25.47	Food Service Worker II	Williams	$5,730.75
De La Cruz	Maria	4.5	$23.19	Kindergarten Bridge - Para Educator I	McKinley	$1,043.55
De La Rosa Juarez	Juana	5	$23.74	Food Service Worker I	South/West Park	$3,442.30
De Leon	Anthony	Daily Rate	$300.00	Teacher, ESY Program	THS	$6,000
DeGregori	Sheyenne	Daily Rate	$300.00	Teacher, Math Acceleration Program	Williams	$6,000
Del Rosario	Laarnie	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Delgado	Diana	2.25	$19.27	Bus Aide	DEC	$867.15
Dell'Aringa	Dante	Stipend	$4,000.00	High School Bridge Principal	KHS	$4,000
Deol	Susana	Stipend	$5,400.00	Credit Recovery, High School Counselor	KHS	$5,400
Dhutti Bhopal	Sarika	5	$22.14	IEP Para Educator	TISCS	$2,103.30
Diaz	Millie	5	$26.67	Para Educator II	TISCS	$2,533.65
Diaz	Livier	5	$24.90	Special Education Para Educator I	Villalovoz	$2,365.50
Diaz Gonzalez	Nayely	5	$21.15	EL Academy - Bilingual Para Educator I	North	$2,009.25
Dituri	Donna	Daily Rate	$300.00	Teacher, TAS	Adult School	$6,000
Dominguez	Ellen	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Edwards	Troy	Stipend	$5,400.00	TISCS, High School Counselor	TISCS	$5,400
Edwards	Bonnie	Daily Rate	$300.00	Teacher, ESY Program	Villalovoz	$6,000
Elkins	Kimberly	Daily Rate	$300.00	Teacher, TISCS	TISCS	$6,000
Engelman	Sandra	Daily Rate	$300.00	Teacher, TISCS	TISCS	$6,000
Figueroa	Patricia	3	$23.74	Food Service Worker I	North	$1,281.96
Flores	Armida	8	$32.21	Bus Driver	Transportation	$5,926.64
Fretias	Patricia	Daily Rate	$300.00	Teacher, TISCS	TISCS	$6,000
Galli	Nicole	5.5	$24.26	9-12 TISCS - Attendance Clerk	TISCS	$2,668.60
Galvan	Avileni	5	$23.19	EL Academy - Bilingual Para Educator I	North	$2,203.05
Garcia	Kellie	Daily Rate	$300.00	Teacher, ESY Program	Villalovoz	$6,000
Garcia	Gina	5	$23.19	IEP Para Educator	Villalovoz	$2,203.05
Garcia	Sherry	5	$24.90	Special Education Para Educator I	Villalovoz	$2,365.50
Garcia-Meza	Savena	4	$22.68	Special Education Para Educator I	Villalovoz PreK	$1,723.68

Gardea	Julia	5.75	$23.74	Food Service Worker I	McKinley	$3,958.65
Garg	Archana	Stipend	$6,500.00	Math Acceleration Principal	Williams	$6,500
Garibay-Samuels	Jody	5.5	$26.67	K-8 ESY - Attendance Clerk	Villalovoz	$2,787.02
Gaudreau	Jennifer	4	$24.90	Special Education Para Educator I	Villalovoz PreK	$1,892.40
Ghosh	Mili	5	$21.15	IEP Para Educator	KHS	$1,269.00
Gomez-Zavala	Joshua	Daily Rate	$300.00	Teacher, High School Bridge	THS	$3,000
Govea	Yadira	5	$20.17	EL Academy - Bilingual Para Educator I	KHS	$1,916.15
Grant	Marilyn	2.25	$23.19	Bus Aide	DEC	$939.20
Greer	Cindy	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Gusman	Victoria	Daily Rate	$300.00	Teacher, EL Academy Program	North	$6,000
Gutierrez	Anabel	5	$24.90	Special Education Para Educator I	Villalovoz	$2,365.50
Guzman	Monica	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Hackney	Tara	Daily Rate	$300.00	Teacher, ESY Program	Villalovoz	$6,000
Harris	Jack	8	$32.21	Bus Driver	Transportation	$5,668.96
Harris-Massey	Shorikka	Daily Rate	$300.00	Teacher, ESY Program	Villalovoz	$6,000
Hasch	Kari	6	$21.60	Food Service Worker I	Villalovoz	$3,758.40
Hawkins	Catherine	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Hawkins	Susan	Stipend	$7,000.00	K-8 Intervention Principal	North	$7,000
Haws	Jeffrey	8	$32.21	Bus Driver	Transportation	$5,926.64
Heinrich	Janae	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Henderson	Jennifer	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Hensley	Alfreda	5	$24.90	Special Education Para Educator I	Villalovoz	$2,365.50
Hernandez Olivio	Josefina	5.5	$23.74	Food Service Worker I	Central	$3,786.53
Hernandez Preciado	Elizabeth	5	$21.15	IEP Para Educator	Villalovoz	$2,009.25
Herrera Pena	Marisol	4.5	$21.15	Kindergarten Bridge - Para Educator I	McKinley	$951.75
Hundal	Ajinderjit	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Hunt	Jason	Daily Rate	$300.00	Teacher, ESY Program	Villalovoz	$6,000
Hupman	Tida	Daily Rate	$300.00	Teacher, ESY Program	THS	$6,000
Hutchison	Lori	5.5	$23.74	Food Service Worker I	Williams	$2,350.26
Hypolite	La Tasha	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Ibanez Ochoa	Cecilia	3	$22.68	Food Service Worker I	North	$1,224.72

Jacobs	Kimberly	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
JAMASH	HOMAIRA	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
James-Bryant	Alexandria	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Jenner	Luz	4.5	$22.14	Kindergarten Bridge - Para Educator I	McKinley	$996.30
Jett	Andrea	4	$24.90	Special Education Para Educator I	Villalovoz PreK	$1,892.40
Johnson	Andrew	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Johnson	Mendoza	8	$32.21	Bus Driver	Transportation	$5,926.64
Jones	Rebecca	Daily Rate	$300.00	Teacher, TISCS	TISCS	$6,000
Kalnins	Paul	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Kammen	Michelle	5.5	$27.33	School Security Person	KHS	$2,855.99
Katoch	Leena	5	$23.74	Special Education Para Educator I	Villalovoz	$2,255.30
Kaur	Ranvir	4	$21.60	Special Education Para Educator I	Villalovoz PreK	$1,641.60
Kelly	Esther	3.5	$21.60	School Supervision Assistant	North	$1,436.40
Klug	Victoria	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Komma	Mamatha	4	$20.69	Special Education Para Educator I	Villalovoz PreK	$1,572.44
Kovac	Ronald	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
LaCourse	Joanne	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Lagunas	Perla	5	$23.19	K-8 Summer Intervention - Para Educator I	North	$2,203.05
Lamas	Yesenia	Daily Rate	$703.38	SLP, ESY	DEC	$14,068
Landin	Jesus Hector	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
LeBron	Erin	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Lee	Annabelle	Stipend	$8,500.00	TISCS High School Principal	TISCS	$8,500
Leiske	Leeya	3.5	$23.74	Food Service Worker I	THS	$747.81
Lombardo	Maria	5	$20.69	Food Service Worker I	Hirsch	$3,000.05
Lopez	Jose Octavio	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Lopez Romo	Brenda	Daily Rate	$300.00	Teacher, Kindergarten Bridge	McKinley	$3,000
Lopez-Ortiz	Brenda	5	$23.19	EL Academy - Bilingual Para Educator I	North	$2,203.05
Magana	Elvira	5	$23.74	Special Education Para Educator I	Villalovoz	$2,255.30

Marquez	Sandra	Daily Rate	$300.00	Teacher, Bilingual Program	North	$6,000
Martin	Mauricio	Stipend	$8,500.00	High School Principal, Credit Recovery	KHS	$8,500
Martin	Mauricio	Stipend	$4,000.00	High School Bridge Principal	WHS	$4,000
Martinez	Meriyiah	5.5	$20.69	K-8 Summer Intervention - Clerk Typist I	North	$2,275.90
Martinho	Sherry	Daily Rate	$300.00	Teacher, TISCS	TISCS	$6,000
Mathew	Anuja	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Mavis	Michelle	4	$24.90	Special Education Para Educator I	Villalovoz PreK	$1,892.40
McClelland	Mike	Daily Rate	$300.00	Teacher, TISCS	TISCS	$6,000
McCoy	Leslie	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
McCurdy	Erin	3	$23.74	Food Service Worker I	Central	$1,353.18
McMahon	Shannon	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
McMath	Ana	Daily Rate	$300.00	Teacher, EL Academy Program	North	$6,000
Mears	Pamela	5	$23.19	High School Bridge - Para Educator I	THS	$1,159.50
Meiron	Natalie	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Mendiola	Rianne	5	$24.90	Special Education Para Educator I	Villalovoz	$2,365.50
Mendoza	Milane	5	$24.90	Special Education Para Educator I	Villalovoz	$2,365.50
Meyers	Elissa	5	$24.90	Special Education Para Educator I	Villalovoz	$2,365.50
Milano	Natalie	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Mohammadi	Marwa	Daily Rate	$300.00	Teacher, EL Academy Program	THS	$6,000
Moody	Maria	2.25	$23.19	Bus Aide	DEC	$1,043.55
Mora	Mariza	5.5	$20.69	High School Clerk Typist I	KHS	$2,275.90
Morelos	Marisol	4.5	$23.19	Kindergarten Bridge - Para Educator I	McKinley	$1,043.55
Morelos-Bedolla	Maricela	Daily Rate	$300.00	Teacher, Kindergarten Bridge	McKinley	$3,000
Morgan	Shadee	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Morris	John	Daily Rate	$300.00	Teacher, High School Bridge	WHS	$3,000
Moss	John	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Munger	Christopher	Daily Rate	$300.00	Teacher, High School Bridge	KHS	$3,000
Munoz	Audra	Stipend	$6,000.00	K-8 Intervention Assistant Principal	North	$6,000

Murillo	Jose	5.5	$23.74	School Security Person	KHS	$2,480.83
Nair	Reshma	5	$21.15	IEP Para Educator	KHS	$2,009.25
Nelson	Jennifer	5	$24.90	Special Education Para Educator I	Villalovoz	$2,365.50
Neverson	Jazmyn	Daily Rate	$300.00	Teacher, ESY Program	Villalovoz	$6,000
Nguyen	David	7	$25.47	Food Service Worker II	Williams	$4,278.96
Nichols	Zackary	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Nielsen	Heather	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Noll	Elizabeth	4	$22.68	Special Education Para Educator I	Villalovoz PreK	$1,723.68
Ochoa	Vivian	Daily Rate	$300.00	Teacher, ESY Program	Villalovoz	$6,000
Ochoa	Maria	5	$20.17	EL Academy - Bilingual Para Educator I	North	$1,916.15
Ortiz	Elizabeth	5	$22.14	High School Bridge - Para Educator I	WHS	$1,107.00
Ortiz Robles	Ma Guadalupe	5.5	$23.74	Food Service Worker I	Williams	$2,350.26
Osorio	Rina	5	$24.90	Special Education Para Educator I	KHS	$2,365.50
Pacheco	Raquel	3.5	$21.60	School Supervision Assistant	Villalovoz	$1,436.40
Parra Silva	Doris Guadalupe	3.5	$18.00	School Supervision Assistant	North	$1,197.00
Patel	Avisha	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Peltz	Theresa	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Pemberton	Christine	5	$24.90	Special Education Para Educator I	Villalovoz	$2,365.50
Perez	Jaime	Daily Rate	$300.00	Teacher, TAS	Adult School	$6,000
Perez	Itzel	5.5	$25.47	K-8 Summer Intervention - Library Technician	North	$2,661.62
Peters-Libeu	Clare	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Petrenco	Tanase	Daily Rate	$300.00	Teacher, Math Acceleration Program	Williams	$6,000
Pettigrew	Chad	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Picho	Elizabeth	4.5	$23.19	Kindergarten Bridge - Para Educator I	McKinley	$1,043.55
Plascencia	Mia	4.5	$20.17	Kindergarten Bridge - Para Educator I	McKinley	$907.65
Putt	Angela	Daily Rate	$300.00	Teacher, ESY Program	TISCS	$6,000
Quarbani	Haidee	5.5	$26.67	Paraprofessional II	Adult School	$2,787.02
Quintanilla	Nayeli	3.5	$18.86	School Supervision Assistant	Villalovoz	$1,254.19
Quintero	Veronica	2.5/6.5	$20.69	Food Service Worker I	KHS	$3,020.75

Rahmatullah	Shahla	5.5	$19.74	Food Service Worker I	Jacobson	$3,148.53
Ramirez	Monica	5	$21.15	EL Academy - Bilingual Para Educator I	North	$2,009.25
Ramirez	Nancy	Daily Rate	$300.00	Teacher, EL Academy Program	North	$6,000
Ramiso	Maria Simonette	Daily Rate	$300.00	Teacher, TISCS	TISCS	$6,000
Ramos-Guillen	Violeta	4	$20.69	Special Education Para Educator I	Villalovoz PreK	$1,572.44
Rawson	Marissa	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Reading	Karen	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Reese	Sophy	Stipend	$7,000.00	ESY Principal	Villa/KHS/TISCS	$7,000
Resendez	Vivian	5	$21.15	K-8 Summer Intervention - Para Educator I	North	$2,009.25
Reyes	Lourdes	5	$23.74	Food Service Worker I	South/West Park	$3,442.30
Reyes	Reina	5	$22.14	IEP Para Educator	Villalovoz	$2,103.30
Rios	Anthony	5	$19.27	K-8 Summer Intervention - Para Educator I	North	$1,830.65
Rivas	Maribel	5	$20.69	Food Service Worker I	Hirsch	$3,000.05
Robledo	Lisa	5	$23.19	IEP Para Educator	KHS	$2,203.05
Rodgers	Shauna	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Rodrigues	Ana	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Rodriguez	Mario	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Romero	Leticia	5	$23.19	IEP Para Educator	North	$2,203.05
Rosales	Desi	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$3,300
Rosales	San Juana	Daily Rate	$300.00	Teacher, ESY Program	Villalovoz	$6,000
Rosas	Gloria	5	$23.19	K-8 Summer Intervention - Para Educator I	North	$2,203.05
Roy Choudhury	Debashree	5	$21.15	IEP Para Educator	Villalovoz	$1,586.25
Ruelas	Francisca	5	$21.15	IEP Para Educator	Villalovoz	$2,009.25
Ruiz de Fuentes	Isabel	7	$23.74	Food Service Worker I	Williams	$2,991.24
Ruiz Rocha	Thamara	5.5	$21.60	K-8 ESY - Clerk Typist I	Villalovoz	$2,257.20
Ruiz-Mendoza	Susana	5	$23.19	K-8 Summer Intervention - Para Educator I	North	$2,203.05
Salazar	Tina	5.75	$23.74	Food Service Worker I	McKinley	$3,958.65
Sanchez	Jessica	5.5	$26.67	K-8 Summer Intervention - Attendance Clerk	North	$2,787.02
Sanchez	Lorena	Daily Rate	$300.00	Teacher, Bilingual Program	North	$6,000

Sanchez	Lis	3.25	$23.74	Food Service Worker I	Villalovoz	$1,388.79
Sanchez	Jenay	4	$24.90	Special Education Para Educator I	Villalovoz PreK	$1,892.40
Sediqi	Hadia	4.5	$20.17	Kindergarten Bridge - Para Educator I	McKinley	$907.65
Seierup	Monica	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Serrano	Victoria	Daily Rate	$300.00	Teacher, ESY Program	Villalovoz	$6,000
Seymour	Vanessa	5	$22.68	Special Education Para Educator I	Villalovoz	$2,154.60
Shelton	Nathaniel	Daily Rate	$300.00	Teacher, High School Bridge	THS	$3,000
Shivkumar	Lakshmi	Daily Rate	$300.00	Teacher, Math Acceleration Program	Williams	$6,000
Siegel	Patricia	6	$20.69	Food Service Worker I	Villalovoz	$3,600.06
Silva	Aine	Daily Rate	$300.00	Teacher, Kindergarten Bridge	McKinley	$3,000
Simas	Rickey	5	$22.68	Special Education Para Educator I	KHS	$2,154.60
Sinquefield	Danielle	Daily Rate	$300.00	Teacher, EL Academy Program	THS	$6,000
Smith	Michael	8	$32.21	Bus Driver	Transportation	$5,926.64
Soto	Aurora	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Soto	Jennifer	4	$23.74	Special Education Para Educator I	Villalovoz PreK	$1,804.24
Soto Vazquez	Sergio	Daily Rate	$300.00	Teacher, ESY Program	Villalovoz	$6,000
Standefer	Jessica	6	$22.68	Food Service Worker I	North	$2,449.44
Stiles	Wes	Daily Rate	$300.00	Teacher, TAS	Adult School	$6,000
Strelka	Meagan	Stipend	$7,500.00	High School Assistant Principal, Credit Recovery	KHS	$7,500
Strelka	Meagan	Stipend	$4,000.00	High School Bridge Principal	THS	$4,000
Sundquist	Derek	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Tacdol	Jessica	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Tellez	Maria	4.5	$21.15	Kindergarten Bridge - Para Educator I	McKinley	$951.75
Thakur	Sulakshana	5	$23.19	High School Bridge - Para Educator I	KHS	$1,159.50
Tiscareno	Victoria	3.25	$20.69	Food Service Worker I	McKinley	$1,210.37
Toscano	Gloria	5	$24.90	Special Education Para Educator I	Villalovoz	$2,365.50
Towkaniuk	Damio	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Vallotton	David	Daily Rate	$300.00	Teacher, TISCS	TISCS	$6,000
Varela	Deanna	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000

Vatran	Rodica	5	$24.90	Special Education Para Educator I	KHS	$2,365.50
Verver	Soquel	5.5	$24.26	K-8 ESY - Library Technician	Villalovoz	$2,535.17
Vigil	Carmen	5	$23.74	Special Education Para Educator I	Villalovoz	$2,255.30
Vik	Marlene	5	$23.19	IEP Para Educator	Villalovoz	$2,203.05
Vogel	Maria	6	$23.74	Food Service Worker I	North	$2,563.92
Wahidi	Najia	5	$26.67	Para Educator II	TISCS	$2,533.65
Warne	Christine	8	$30.71	Bus Driver	Transportation	$5,650.64
Webb	Justine	Daily Rate	$300.00	Teacher, Credit Recovery Program	KHS	$6,000
Wheeler	Rebecca	Daily Rate	$300.00	Teacher, K-8 Intervention Program	North	$6,000
Wing	Diana	Daily Rate	$300.00	Teacher, High School Bridge	THS	$3,000
Woodley	Athina	5	$21.15	K-8 Summer Intervention - Para Educator I	North	$2,009.25
Worden	Angela	Daily Rate	$300.00	Teacher, ESY Program	Villalovoz	$3,000
Yang	Jason	Daily Rate	$300.00	Teacher, High School Bridge	KHS	$3,000
Ybarra	Erica	Daily Rate	$300.00	Teacher, Kindergarten Bridge	McKinley	$3,000
Ying	Mei Hsin	4	$24.90	Special Education Para Educator I	Villalovoz PreK	$1,892.40
Zermeno Romo	Cecilia	6	$23.74	Food Service Worker I	KHS	$2,563.92
Zuniga	Claudia	Daily Rate	$300.00	Teacher, Bilingual Program	North	$6,000
						$1,092,500

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. of Human Resources
DATE: June 12, 2025
RE: **Approve Individual Intern Agreement with CSU Stanislaus**

BACKGROUND: Tracy Unified School District currently employs interns through several colleges and universities. This has aided the district in increasing the number of candidates, that are available for teaching and school counseling positions, within the district. An agreement between CSU Stanislaus and Tracy Unified School District will allow this individual to continue employment for the 2025-2026 school year. This agreement is effective starting June 25, 2025.

RATIONALE: Previously, the university provided a general intern agreement. More recently, the university offers individual intern agreements to meet the needs of individual intern students. This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees, who create a singleness of purpose, focused on maximizing students' academic, social, and emotional potential.

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Individual Intern Agreement with CSU Stanislaus.

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

CALIFORNIA STATE UNIVERSITY
Stanislaus
DEPARTMENT OF TEACHER EDUCATION

Teaching Internship Credential Program

Memorandum of Understanding for

Samantha Bosch
INTERN (Student name)

Tracy Unified
SCHOOL DISTRICT

The California Commission on Teacher Credentialing (CCTC) University Internship Program, a partnership between CSU, Stanislaus, and participating school districts, allows teacher candidates enrolled in the University's SB 2042 Credential Programs to provide instructional services while they complete teacher preparation program requirements. Interns complete coursework for the Credential Program concurrent with their first one or two years in a paid teaching position. The University will provide support under the intern credential for a maximum of two years. An intern must meet district employment criteria as well as University and Credential Program admission standards. Recommendation to the CCTC for issuance of the intern credential for candidates who meet all requirements is made through mutual agreement between the University and the participating school district. Candidates in the internship program may not be hired to displace certificated employees in the school district. Interns assume the same functions that are authorized by the SB 2042 Preliminary Teaching Credential which would meet the instructional or service needs of the participating school district.

As part of this collaboration, the **SCHOOL DISTRICT AGREES** to:

1. Provide a Professional Development Plan for interns in consultation with a Commission approved teacher preparation program. The plan shall include all of the following:

    a. Provisions for an annual evaluation of the intern.

    b. A description of the courses to be completed by the intern, if any, and a plan for completing pre-service or other clinical training, if any, including student teaching.

    c. Provide a minimum of 72 hours (minimum 36 hours per academic semester) of general support/mentoring and supervision to each intern teacher per school year to coach, model, and demonstrate within the classroom and assist with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies. Provide an average of not less than one hour per week of individualized support and/or mentoring coordinated by the mentor. This additional direct support can include formal district trainings or workshops, professional learning community meetings (PLC), department meetings, faculty meetings, formal

observations, individualized student learning plan meetings, etc.

d. This support and mentoring will address the needs of students in the placement:

   i. Special Education: Provide instruction/support during the first semester of service for interns teaching in kindergarten or grades 1 to 6 inclusive in child development and teaching methods and special education programs for pupils with mild and moderate disabilities.

   ii. Bilingual: Instruction/support, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the methods of teaching children with mild and moderate disabilities.

2. Provide an additional 22.5 (minimum) hours of support/mentoring and supervision per academic school year (minimum 11.25 hours per academic semester), including in-classroom coaching that is *specific to the needs of English learners*. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners. This additional direct support can include formal trainings, workshops, professional development opportunities, PLC meetings, department meetings, faculty meetings, and/or district mentorship that specifically targets the instruction and support of English learners.

3. District-employed mentor teachers are selected by the school district. They should hold a Clear Credential and an English Learner (EL) Authorization in the content area for which they are providing mentorship/support and have a minimum of three years of content area K-12 teaching experience. The district mentor must have demonstrated exemplary teaching practices as determined by the employer and the preparation program.

4. Abide by the University requirements and timelines for student admittance to the CSU Stanislaus Credential Programs. The University will only accept interns who meet all admission requirements to the University and the Internship Credential Program by the University census date.

5. Allow the University sufficient time to process the student's application for the Internship Credential. (*Please allow up to 20 business days for the processing of the Intern Credential application after all required paperwork has been received.)

6. Avoid assigning the intern any substantial outside responsibilities (e.g., coaching or other extracurricular activities) and recognize that the intern's teaching load is the primary responsibility requiring their full attention to successfully complete the program. The district will recognize the intern requirement to fully attend and receive credit for all intern support classes provided by the University and taken per semester by the intern.

7. Pay the intern a salary during the internship.

8. Consult the local bargaining unit on matters pertinent to the Internship Program.

9. Terminate the training agreement if it is found that continuation is detrimental to pupils or if, based on performance to date, District or University supervisors recommend dismissal from the Internship Program.

10. Interns should not replace certificated employees in the school district.

As part of the collaboration, **CSU STANISLAUS AND ITS DEPARTMENT OF TEACHER EDUCATION AGREE** to:

1. Verify that the potential intern meets the basic program criteria to become an intern.

2. Submit the University and District-recommended Internship Credential application to the California Commission on Teacher Credentialing (CCTC), and notify the District in writing that the student has been recommended and that the application has been forwarded. The University will provide intern support for a maximum of two years from the date the Intern Credential is initially recommended.

3. Provide advisement to the intern regarding the best sequence of courses to complete all intern requirements in a timely manner.

4. Provide through designated intern support coursework a minimum of 72 hours (minimum 36 hours per academic semester) of support/mentoring and supervision to each intern teacher per school year to coach, model, and demonstrate within the classroom and assist with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies.

5. Provide through designated intern support coursework a minimum of 22.5 hours (minimum 11.25 hours per academic semester) of support/mentoring and supervision per school year, including in-classroom coaching that is *specific to the needs of English learners*. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.

As part of the collaboration, the **INTERN TEACHER AGREES** to:

1. Enroll and fully participate in the appropriate intern support course (i.e., intern seminar for those who are still completing the credential program, TPA prep course, and/or RICA workshop course) through the CSU Stanislaus University Continuing and Professional Education each semester while supported under the Intern Credential. Interns must register and pay for their intern support course(s) prior the University census date and must receive credit for all support courses taken as an intern to remain in good standing with the University.

2. Complete, maintain, and submit the Intern Clinical Hours Log to their intern support instructor(s) each semester while supported by the Intern Credential. This log is meant to document proof of accrued district-supported professional development including a minimum of 72 hours (minimum 36 hours per academic semester) of general support/mentoring and/or supervision and an additional 22.5 (minimum 11.25 hours per academic semester) hours of support/mentoring and/or supervision *specific to the needs of English learners*.

3. The intern support course(s) and professional development activities must add up to a minimum of 144 hours of support/mentoring and/or supervision per intern teacher per school year to include coaching, modeling, and demonstration within the classroom and to assist with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies. These hours are in addition to and separate from the hours required for the program courses taken in the credential program to earn the SB 2042 Preliminary Teaching Credential. Maintenance of these records are required to prove that interns have participated in a minimum of 144 hours of general support/mentorship and the 45 hours of English Learner support/mentorship as required by CCTC. (**Note:** By CCTC Program Standards, a student who fails to fully participate in the appropriate intern support course meetings and participate in professional growth activities, will have their intern credential revoked.)

4. Complete and submit each semester while supported by the Intern Credential the Intern Professional Development Plan documenting the intern's strengths and challenges with their pedagogical practice in alignment with the Teacher Performance Expectations (TPEs).

5. Perform all duties assigned by the School District to teachers.

CHECK THE APPROPRIATE CREDENTIAL:

___ Education Specialist: Mild/Moderate Support Needs Intern Credential

____ Education Specialist: ES Extensive Needs Intern Credential

_X_ Multiple Subject Intern Credential

_____ Single Subject Intern Credential

SIGNATURES

SCHOOL DISTRICT SUPERINTENDENT (OR DESIGNEE)	DATE
Jamanda Boson INTERN CANDIDATE	6/11/2025 DATE
DEAN (OR DESIGNEE), COLLEGE OF EDUCATION	DATE
Jon McFarland CHAIR/INTERN COORDINATOR, DEPT. OF TEACHER EDUCATION	6/11/2025 DATE

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent for Business Services
DATE: June 23, 2025
SUBJECT: **Adopt Resolution #24-22 Authorizing and Defining Names to Sign Orders on School District Funds**

BACKGROUND: Pursuant to Education Code Sections 35161, and 42632 through 42652, the Board of Trustees legally delegates the function of signing of orders on school district funds.

Periodically, the San Joaquin County Office of Education requests an update of the District's authorized signatures whenever there is a change in management staff. At the board meeting of August 27, 2024, the board approved Resolution #24-01, authorizing and/or removing designated employee signatures. Since that time, staffing changes have occurred, resulting in a need to modify the original list.

Pursuant to Education Code Sections 35161, and 42632 through 42652, and as directed by the San Joaquin County Office of Education, a copy of signed Resolution #24-22, authorizing and/or removing designated employee's signatures, will be mailed to their office following the regularly scheduled Board Meeting of June 23, 2025.

RATIONALE: As directed by Education Code Sections 35161, and 42632 through 42652 and at the recommendation and suggestion of the San Joaquin County Office of Education, a periodic update of Tracy Unified School District authorized signatures is necessary.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution #24-22 Authorizing and Defining Names to Sign Orders on School District Funds.

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

TRACY
UNIFIED SCHOOL DISTRICT

TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #24-22
Resolution Authorizing and Defining Names to Sign Orders on School District Funds

WHEREAS, pursuant to Sections 35161, and 42632 through 42652, of the Education Code and by resolution, the Board of Trustees of the Tracy Unified School District, appoints as agents, delegates, empowers, and authorizes certain employees of the Tracy Unified School District to sign orders, payroll, payments to vendors, and other official documents on its behalf; and

WHEREAS, by Resolution #24-01, dated August 27, 2024 certain employees were designated and empowered to sign orders on behalf of the Tracy Unified School District,

NOW, THEREFORE BE IT RESOLVED, pursuant to Education Code Sections 35161, and 42632 through 42652, and by Resolution #24-22, he Board of Trustees of the Tracy Unified School District wishes to define, authorize, include and appoint as agents to sign orders and other official documents as needed, including all official federal and state documents on behalf of Tracy Unified School District:

Dr. Robert Pecot, Superintendent
Tania Salinas, Associate Superintendent for Business Services
Lori Nelson, Director of Financial Services
Dr. Zachary Boswell, Associate Superintendent for Educational Services
Tammy Jalique, Associate Superintendent for Human Resources
Dr. Michael Bunch, Director of Continuous Improvement, State & Federal Programs
Eloy Vento, Director of Facilities Development and Planning
Michelle Daniel, Director of School Business Support Services and Purchasing (Purchase orders only)
Anthony Flores, Director of Maintenance, Operations and Transportation Services (Transportation and Facility Use contracts only)
Brandy Campbell, Director of Food Services (Food Service contracts only)

BE IT FURTHER RESOLVED that a copy of this resolution, duly certified by the Clerk of the Board of the Tracy Unified School District, containing the signatures of the authorized agents, be sent to the San Joaquin County Superintendent of Schools and the Auditor/Controller of San Joaquin County.

PASSED, ADOPTED, AND CERTIFIED THIS 23TH DAY OF JUNE, BY THE FOLLOWING VOTE:

AYES: NOES: ABSENT: ABSTAIN:

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District



TRACY UNIFIED SCHOOL DISTRICT - VERIFICATION OF AUTHORIZED SIGNATURES

DR. ROBERT PECOT, SUPERINTENDENT

TANIA SALINAS, ASSOCIATE SUPERINTENDENT FOR BUSINESS SERVICES

LORI NELSON, DIRECTOR OF FINANCIAL SERVICES

DR. ZACHARY BOSWELL, ASSOCIATE SUPERINTENDENT FOR EDUCATIONAL SERVICES

TAMMY JALIQUE, ASSOCIATE SUPERINTENDENT FOR HUMAN RESOURCES

DR. MICHAEL BUNCH, DIRECTOR OF CONTINUOUS IMPROVEMENT, STATE & FEDERAL PROGRAMS

ELOY VENTO, DIRECTOR OF FACILITIES DEVELOPMENT AND PLANNING

MICHELLE DANIEL, DIRECTOR OF SCHOOL BUSINESS SUPPORT SERVICES AND PURCHASING (Purchase orders only)

ANTHONY FLORES, DIRECTOR OF MAINTENANCE, OPERATIONS AND TRANSPORTATION SERVICES (Transportation and Facility Use contracts only)

BRANDY CAMPBELL, DIRECTOR OF FOOD SERVICES (Food Service contracts only)

VERIFICATION: I, Lynn Dell Hawkins, being duly elected, qualified and acting Clerk of the Board of Trustees of the Tracy Unified School District of the County of San Joaquin, State of California, on penalty of perjury, affirm and verify that the above signatures are, of my own knowledge, the true signatures of said persons.

_____ _____

CLERK DATE
BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 4, 2025
SUBJECT: **Approve the Local Control Accountability Plan (LCAP)**

BACKGROUND: Education Code Section 52060 requires that:

52060. (a) The governing board of each school district shall adopt a Local Control and Accountability Plan (LCAP) using a template adopted by the State Board of Education.

(b) A Local Control and Accountability Plan adopted by the governing board of a school district shall be effective for a period of three years, and shall be updated on or before July 1 of each year.

(c) A Local Control and Accountability Plan adopted by the governing board of a school district shall include, for the school district and each school within the school district, both of the following:

(1) A description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to Section 52052, to be achieved for each of the state priorities identified in subdivision (d) and for any additional local priorities identified by the governing board of the school district. For purposes of this article, a subgroup of pupils identified pursuant to Section 52052 shall be a numerically significant pupil subgroup as specified in paragraphs (2) and (3) of subdivision (a) of Section 52052.

(2) A description of the specific actions the school district will take during each year of the Local Control and Accountability Plan to achieve the goals identified in paragraph (1), including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state priorities listed in paragraph (1) of subdivision (d). The specific actions shall not supersede the provisions of existing local collective bargaining agreements within the jurisdiction of the school district.

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, a parent advisory committee, and a separate EL parent advisory committee.
- 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 and the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2025.
- In addition, as part of the LCAP and LCAP approval process this year, Board approval is not required for the LCAP Federal Addendum. The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs can meet the Local Educational Agency (LEA) Plan provisions of the ESSA. The LCAP Federal Addendum Template has been updated and submitted to the California Department of Education (CDE) to apply for ESSA funding.

RATIONALE: District staff members have solicited input from the required stakeholder groups by means of meetings and stakeholder surveys. Survey results and recommendations brought forth were analyzed and incorporated into the LCAP. 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.

As per statue, on June 10, 2025, a Public Hearing was held to solicit further recommendations and comments from the public regarding anticipated actions and expenditures in the LCAP.

FUNDING: No funding is required for this agenda item

RECOMMENDATION: Approve the 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 29, 2025
SUBJECT: **Approve the Tracy Independent Study Charter School Local Control Accountability Plan (LCAP)**

BACKGROUND: Education Code Section 52060 requires that:

52060. (a) .....The governing board of each school district shall adopt a Local Control and Accountability Plan (LCAP) using a template adopted by the State Board of Education.

(b) A Local Control and Accountability Plan adopted by the governing board of a school district shall be effective for a period of three years, and shall be updated on or before July 1 of each year.

(c) A Local Control and Accountability Plan adopted by the governing board of a school district shall include, for the school district and each school within the school district, both of the following:

(1) A description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to Section 52052, to be achieved for each of the state priorities identified in subdivision (d) and for any additional local priorities identified by the governing board of the school district. For purposes of this article, a subgroup of pupils identified pursuant to Section 52052 shall be a numerically significant pupil subgroup as specified in paragraphs (2) and (3) of subdivision (a) of Section 52052.

(2) A description of the specific actions the school district will take during each year of the Local Control and Accountability Plan to achieve the goals identified in paragraph (1), including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state priorities listed in paragraph (1) of subdivision (d). The specific actions shall not supersede the provisions of existing local collective bargaining agreements within the jurisdiction of the school district.

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, a parent advisory committee, and a separate EL parent advisory committee.
- 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 and the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2025.

RATIONALE: Tracy Charter School solicited input from the required educational partners by means of meetings and surveys. Survey results and recommendations brought forth were analyzed and incorporated into the LCAP. 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.

As is required, on June 10, 2025, a Public Hearing was held to solicit further recommendations and comments from the public regarding anticipated actions and expenditures which will impact student learning for all pupils as well as at-risk pupils in TUSD as proposed in the LCAP plan.

FUNDING: No funding is required for this agenda item.

RECOMMENDATION: Approve the Tracy Independent Study Charter School Local Control Accountability Plan (LCAP).

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assocociated Supt of Business Services
DATE: June 10, 2025
SUBJECT: **Adopt the 2025-26 Annual School District Budget**

BACKGROUND: Education Code Section 42127 requires that:

42127. (a) On or before July 1 of each year, the governing board of each school district shall accomplish the following:

(1) Hold a public hearing on the budget to be adopted for the subsequent fiscal year. The agenda for that hearing shall be posted at least 72 hours prior to the public hearing and shall include the location where the budget will be available for public inspection.

The requirements also include that the governing board of each district shall:

(2) Adopt a budget. Not later than five days after that adoption or by July 1, whichever occurs first, the governing board shall file that budget with the county superintendent of schools. That budget, and supporting data, shall be maintained and made available for public review. ...

(b) Commencing with budgets adopted for the 2015–16 fiscal year, the governing board of a school district that proposes to adopt a budget, or revise a budget pursuant to subdivision (e), that includes a combined assigned and unassigned ending fund balance in excess of the minimum recommended reserve for economic uncertainties adopted by the state board pursuant to subdivision (a) of Section 33128, shall, at the public hearing held pursuant to paragraph (1), provide all of the following for public review and discussion:
(i) The minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.
(ii) The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.

(iii) A statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties for each fiscal year that the school district identifies an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties, as identified pursuant to clause (ii).

(c) The county superintendent of schools shall do all of the following:
Examine the adopted budget to determine whether it complies with the standards and criteria adopted by the State Board of Education pursuant to Section 33127 for application to final local educational agency budgets. The superintendent shall identify, if necessary, any technical corrections that must be made to bring the budget into compliance with those standards and criteria. (2) Determine whether the adopted budget will allow the district to meet its financial obligations during the fiscal year and is consistent with a financial plan that will enable the district to satisfy its multiyear financial commitments.

(3) (e) On or before September 8, the governing board of the school district shall revise the adopted budget to reflect changes in projected income or expenditures subsequent to July 1, and to include any response to the recommendations of the county superintendent of schools, shall adopt the revised budget, and shall file the revised budget with the county superintendent of schools. Prior to revising the budget, the governing board shall hold a public hearing regarding the proposed revisions, to be conducted in accordance with Section42103. The revised budget, and supporting data, shall be maintained and made available for public review.

42127.6 The county superintendent shall review and consider studies, reports, evaluations, or audits of the school district that contain evidence that the school district is demonstrating fiscal distress under the standards and criteria adopted in Section 33127 or that contain a finding by an external reviewer that more than three of the 15 most common predictors of a school district needing intervention, as determined by the County Office Fiscal Crisis and Management Assistance Team, are present. If these findings are made, the county superintendent shall investigate the financial condition of the school district and determine if the school district may be unable to meet its financial obligations for the current or two subsequent fiscal years, or should receive a qualified or negative interim financial certification pursuant to Section 42131.

District Policy 3100, Budget, states that the Governing Board accepts responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, and priorities.

RATIONALE: During the board meeting of June 10, 2025, the Board of Trustees conducted a public hearing on the budget to be adopted for the subsequent fiscal year. At the same meeting, staff discussed with the Board of Trustees the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget, the combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget, and made a statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is

in excess of the minimum recommended reserve for economic uncertainties for each fiscal year that the school district identifies an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties, as identified pursuant to clause. The proposed rationale for maintaining reserves in excess of three percent during the budget year was that TUSD is not only required to maintain a 3% reserve in the budget year, but in each of the subsequent two years. Planned deficit spending will erode the ending balance over three years. The current ending balance is required to meet the three year mandate.

In January of 2025, Governor Newsom proposed the California State Budget for 2025-2026. Because the State of California is the greatest source of funds for Tracy Unified School District operations, the Governor's January budget proposal is a key source of information for planning. His budget plan was revised in May, but has not yet been adopted by the California Legislature.

While the Governor and the legislature continue to develop a budget agreement, the San Joaquin County Office of Education (SJCOE) has offered guidelines for district budget development. The actual budget may differ from the budget ultimately adopted by the Governor and the legislature. However, the SJCOE guidelines allow the TUSD to develop a budget in accordance with mandated timelines.

Reserves for economic uncertainty are held at higher levels than recommended by the state board pursuant to subdivision (a) of Section 33128. These reserves are intended to meet the requirements of Education Code 42137.6 that a district demonstrate an ability to meet its financial obligations for the current or two subsequent fiscal years.

FUNDING: Given the budgeting guidelines offered by SJCOE, the ending balance from the 2024-2025 school year is projected to be adequate to meet the planning obligation for the 2025-26, the 2026-27, and the 2027-28 school years. Therefore, the proposed budget complies with Education Code Section 33127 which sets forth standards and criteria to be reviewed and used by local educational agencies in the development of annual budgets and the management of subsequent expenditures from that budget. The proposed budget will allow the district to meet its financial obligations during the fiscal year, and to satisfy its multiyear financial commitments.

RECOMMENDATION: Adopt the 2025-26 Annual School District Budget.

Prepared by: Tania Salinas, Associate Superintendent of Business Services

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent for Business
DATE: June 11, 2025
SUBJECT: **Adopt Resolution No. 24-23 Committed Fund Balance**

BACKGROUND: The Governmental Accounting Standards Board (GASB) issued Statement #54 (GASB 54) as guidance for local governments to identify specific uses for fund balances that meet certain criteria. The "commitment of fund balance" is the highest level of fund balance constraint that can be approved by a governing board. Once the governing board has taken such action, the fund balance shall not be used for any other purpose unless the governing board approves the removal of the "commitment of fund balance."

RATIONALE: The district can experience unexpected costs. The governing board of the Tracy Unified school district wishes to commit funds in the general fund and special reserve fund for technology standards, declining enrollment, cash flow, and mitigation of volatility in funding or expenditures. Adoption of this resolution will provide administration with the authorization necessary to commit funds.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution No. 24-23 Committed Fund Balance.

Prepared by: Lori Nelson, Director, Financial Services.

TRACY
UNIFIED SCHOOL DISTRICT

TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION # 24-23

Committed Fund Balance

WHEREAS, school district governing boards are responsible for maintaining the fiscal solvency of the schools they govern;

WHEREAS, GASB 54 established the category of committed fund balance in February, 2009;

WHEREAS, the purpose of creating the committed fund balance in GASB 54 is to improve financial reporting by providing fund balance categories that will be more easily understood;

WHEREAS, the governing board of the Tracy Unified school district wishes to establish a committed fund balance in the general fund and the special reserve fund for other than capital outlay projects in conformance with GASB 54 and the standards and criteria established by the State Board of Education pursuant to Education Code section 33127;

WHEREAS, the State Board of Education revised their criteria and standards for fiscal solvency for budget and interim financial reports in December 2013;

WHEREAS, the California Department of Education, in its website, urges school districts to commit to maintaining a prudent level of financial resources to protect against the need to reduce services because of temporary revenue short falls or unpredicted expenditures;

WHEREAS, the governing board of the Tracy Unified school district wishes to commit funds in the general fund and special reserve fund for technology standards, declining enrollment, cash flow, and mitigation of volatility in funding or expenditures,

WHEREAS, maintaining positive cash flow will diminish the need for borrowing and its associated costs;

WHEREAS, California's tax system relies heavily on income taxes paid by individuals and businesses, which are volatile revenue sources;

WHEREAS, the district can experience unexpected costs for special education students with highly specialized needs, emergency facility repairs, natural disasters that reduce school attendance and associated school funding for lawsuits that result in costly settlements or judgments against the district;

WHEREAS, the district is in need of replacing technology according to the district technology standards;

WHEREAS, in the event that the school district needs to borrow money, healthy reserves will provide the district with a higher rating from the credit rating agencies and lower interest rates;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. It is hereby determined that the adjusted amount of $24,630,239.08 is hereby committed from the General Fund.

2. It is hereby determined that the adjusted amount of $12,515,485.00 is hereby committed from the Special Reserve Fund for Other Than Capital Outlay Projects.

3. The governing board of the school district reserves the right to modify these committed reserves in the future, by resolution, as the need arises.

PASSED AND ADOPTED, THIS 23rd day of June 2025, by the Board of Trustees of the Tracy Unified school district by the following vote:

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

Attest

_____
President
Board of Education
Tracy Unified School District

_____
Clerk
Board of Education
Tracy Unified School District

District: Tracy Unified School District

2025-26 Adopted Budget

Reasons for Assigned and Unassigned Ending Fund Balances above the Minimum Economic Uncertainty Reserve

Education Code Section 42127(a)(2)(B) requires providing all of the following for public review and discussion:
(i) The minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.
(ii) The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.
(iii) A statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties for each fiscal year that the school district identifies an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties, as identified pursuant to clause (ii).

Minimum Recommended Reserve for Economic Uncertainty & Combined Assigned and Unassigned/Unappropriated Fund Balances:			
Objects 9780/9789/9790:	2025-26 Budget	2026-27 MYP	2027-28 MYP
Fund 01: General Fund	$49,384,334.00	$47,572,318.00	$44,934,009.00
Fund 17: Special Reserve Fund for Other Than Capital Outlay Projects	$12,515,485.00	$12,515,485.00	$12,515,485.00
Total Assigned and Unassigned Ending Fund Balances	$61,899,819.00	$60,087,803.00	$57,449,494.00
District Standard Reserve Level (Form CS Line 10B-4)	3%	3%	3%
Fund Combined Unrest/Rest Expenses and Financing Uses (MYP Line 11)	$242,129,887.00	$233,888,330.00	$235,321,185.00
Less District Minimum Reserve for Economic Uncertainties	$7,597,679.00	$7,016,650.00	$7,059,636.00
Remaining Balance to Substantiate Need	$54,302,140.00	$53,071,153.00	$50,389,858.00

Reasons for Fund Balances above Minimum Reserve for Economic Uncertainties:

Fund	Description of Reason	2025-26 Budget	2026-27 MYP	2027-28 MYP
01	Committed Technology Standards, Declining Enrollment	$24,630,239.08	$23,794,045.74	$21,012,450.74
01	Nonspendable Reserves	$541,105.92	$389,439.26	$389,439.26
01	Assigned Technology Standards, Declining Enrollment	$16,615,310.00	$16,372,183.00	$16,472,483.00
17	Committed Technology Standards, Declining Enrollment	$12,515,485.00	$12,515,485.00	$12,515,485.00
	Insert or Delete Rows above as needed			
	Total of Substantiated Needs	$54,302,140.00	$53,071,153.00	$50,389,858.00
	Remaining Unsubstantiated Balance	**$0.00**	**$0.00**	**$0.00**

Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 23, 2025
RE: **Approve Termination Agreement, Purchase and Sale Agreement for Modular Classroom Buildings, Facility Use Agreement, and First Amendments to License Agreements with Catalyst Family, Inc. (dba Catalyst Kids)**

BACKGROUND: In 2015, District entered into License Agreements with Catalyst Family Inc., dba "Catalyst Kids" (formerly, Continuing Development Incorporated), under which Catalyst Kids installed seven modular classroom buildings for its childcare program. Catalyst Kids installed one modular classroom building at Frieler, Hirsch, Kelly, Southwest, and Villalovoz Elementary Schools; and two modular classroom buildings at Jacobson Elementary School (referred to as Jacobson #1 and Jacobson #2, respectively).

District staff have been in discussions with Catalyst Kids concerning the District's purchase of five modular classroom buildings at Freiler, Hirsh, Kelly, Southwest, and Jacobson #1 from Catalyst Kids and, thereafter, allowing Catalyst Kids to continue its operations in the five modulars under a Facility Use Agreement. As for Villalovoz and Jacobson #2, Catalyst Kids would continue their operations in these two modulars, owned by Catalyst Kids, under renewed License Agreements.

RATIONALE: Catalyst Kids has agreed to sell the five modulars and wishes to continue operations in the modulars. In order to purchase the five modulars and allow Catalyst Kids to continue operations in all seven modulars at the school sites, District staff and Catalyst Kids have negotiated the agreements described below. Because the parties negotiated the agreements collectively, District staff recommend that all agreements be considered by the Board together. If approved by the Board, the agreements become effective on July 1, 2025.

1) **Termination Agreement**: In order to purchase the five modulars, District and Catalyst Kids would agree to terminate the License Agreements at the following school sites:

- Freiler Elementary
- Hirsch Elementary

- Kelly Elementary
- Southwest Elementary

2) **Purchase and Sale Agreement**: Catalyst Kids agrees to sell, and District agrees to purchase, the five modulars for the negotiated total purchase price of $2,591,300.00, as follows:

   - Freiler Elementary - $518,260.00
   - Hirsch Elementary - $518,260.00
   - Kelly Elementary - $518,260.00
   - Southwest Elementary - $518,260.00
   - Jacobson #1 - $518,260.00

3) **Facility Use Agreement**: Following the District's purchase of the five modulars, Catalyst Kids would continue to operate in the District-owned modulars for a term of 2 years (July 1, 2025, through June 30, 2027) at a total facility use fee of $8,207.00 per month, subject to annual adjustment. The facility use fee is aligned with the District's facility use fee schedule. The modulars are located at:

   - Freiler Elementary
   - Hirsch Elementary
   - Kelly Elementary
   - Southwest Elementary
   - Jacobson #1

4) **First Amendments to License Agreements at Villalovoz and Jacobson #2**. Catalyst Kids would continue its operations, in its two modulars, for a term of 2 years (July 1, 2025, through June 30, 2027), at the same license fee of $2,400.00 per year (paid quarterly) for each site. The First Amendments allow the District to negotiate the purchase of the two modulars; if no agreement is reached on the purchase, at expiration of the agreements, Catalyst Kids is required to remove the modulars pursuant to the original License Agreements.

FUNDING: Fund 22 Capital Projects.

RECOMMENDATION: Approve Termination Agreement, Purchase and Sale Agreement for Modular Classroom Buildings, Facility Use Agreement, and First Amendments to License Agreements with Catalyst Family, Inc. (dba Catalyst Kids).

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 13, 2025
RE: **Adopt Resolution No. 24-21 to Approve the Fee Justification Study and Rate Increase of Statutory School Fees for School Facilities**

BACKGROUND: Following the public hearing, the Board of Education will consider whether to adopt Resolution No. 24-21, approving and adopting the proposed fee Justification Study, and approving an increase in statutory Level 1 fee rates, in compliance with Education Code section 17620 and Government Code section 65995, and as justified by the Fee Justification Study.

RATIONALE: Pursuant to Government Code Section 66016(a), a public hearing concerning the District's proposed 2025 Residential and Commercial/Industrial development School Impact Fee Justification Study, dated May 22, 2025 ("Fee Justification Study') and proposed increase for Level 1 school impact fee rates, shall be held as part of this Agenda Item prior to adoption of the fee Justification Study, at which time all persons desiring to be heard on all matters pertaining to the Fee Study shall be heard. If the Resolution is adopted by the Board, the District may increase its developer fee rates as set forth above, effective August 9, 2025.

The maximum Level 1 school impact fees (aka developer fees) that a school district may charge are set by statute. Statutory Level 1 fee rates are set by the State Allocation Board (SAB) every two years on even years. In January 2024, the SAB increased the maximum allowable Level 1 developer fee rates for residential development from $4.79 to $5.17 per square foot of assessable space, and on commercial/industrial development from $0.78 to $0.84 per square foot of chargeable covered and enclosed space.

The District currently imposes school fees in the amount of $1.1975 (9-12) and $4.79 (TK-12) per square foot of assessable space for residential construction, and up to $0.195 (9-12) and $0.78 (TK-12) per square foot of covered and enclosed space for commercial/industrial construction within the District's boundaries (except for rental self-storage, which is imposed at the rate of $0.012/sf for 9-12, and $0.066/sf for TK-12).

New residential and commercial/industrial development continues to generate additional students for the District's schools, and the District is required to provide school facilities to accommodate those students. In order for the District to charge the new rates in line with the SAB's 2024 Level 1 fee rate adjustment, a fee justification study is required to establish that: (i) a nexus exists between new development in a school district and the need for school facilities, and (ii) the amount of the Level 1 developer fees imposed on each type of development.

Woolpert, Inc., prepared the proposed Fee Justification Study pursuant to Education Code section 17620 and Government Code sections 65995 and 66001, justifying the District's imposition of Level 1 developer fee rates as follows: $1.29 (9-12) and $5.17 (TK-12) per square foot of assessable space for residential construction, and $0.21 (9-12) and $0.84 (TK-12) per square foot of covered and enclosed space for commercial/industrial construction within the District's boundaries (except for the categories of rental self storage, which is justified at the rate of $0.017/sf for 9-12, and $0.031/sf for TK-12, and hotel/motel, which is justified at the rate of $0.538/sf for TK-12). The Fee Justification Study was made available for public review on Friday, May 30, 2025.

Notice of the time and place of the meeting, including a general explanation of the matter to be considered, and information regarding where the Fee Justification Study is available, was given in accordance with Government Code section 66016(a). Publication of the notice was given in accordance with law, and a copy of the Study was made available to the public at least 10 days prior to today's hearing.

Subsequently, pursuant to Government Code section 66016(b), fee increases must be adopted via resolution. The District may begin to impose the new Level 1 developer fee rates 60 days from the date of the Board's adoption of the proposed Resolution No. 24-21.

FUNDING: Fund twenty-five

RECOMMENDATIONS: Adopt Resolution No. 24-21 to Approve the Fee Justification Study and Rate Increase of Statutory School Fees for School Facilities

Prepared by: Tania Salinas, Assoc Supt of Business Services

TRACY
UNIFIED SCHOOL DISTRICT

TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 24-21

RESOLUTION OF THE BOARD OF EDUCATION OF THE TRACY UNIFIED SCHOOL DISTRICT APPROVING AND ADOPTING SCHOOL IMPACT FEE JUSTIFICATION STUDY FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL DEVELOPMENT PROJECTS AND AUTHORIZING AN INCREASE IN STATUTORY LEVEL 1 DEVELOPER FEES

WHEREAS, Education Code section 17620, *et seq.*, and Government Code section 65995, *et seq.*, authorize the governing board of any school district within the state of California to impose a fee against residential, commercial and industrial development projects within the school district for the purpose of funding the construction and reconstruction of school facilities, and other authorized purposes; and

WHEREAS, the Board of Education ("Board") of the Tracy Unified School District ("District") provides for the educational needs, including school facilities, for students in grades TK through 12 within the District's boundaries (depicted in **Exhibit "B"**, attached hereto and incorporated herein), which includes residing within portions of the cities of Stockton and Tracy (collectively, "Cities") and a portion of the unincorporated County of San Joaquin ("County"), and has previously adopted and imposed statutory school impact fees, also known as developer fees, ("School Fees") for new residential, commercial and industrial development pursuant to Education Code section 17620; and

WHEREAS new residential and commercial/industrial development continues to generate additional students for the District's schools and the District is required to provide school facilities to accommodate those students; and

WHEREAS, the District has previously received and expended School Fees in connection with the construction, reconstruction, rehabilitation, and refurbishment of school facilities of the District necessary to accommodate student population growth resulting from development, to cover costs attributable to the increased demand for school facilities reasonably related to new development and necessary to maintain existing levels of service, to reduce overcrowding caused by the development on which the fees were imposed, to reimburse the District for expenditures previously made on school facilities, and/or for indirect and support services and other school-related considerations relating to the District's ability to accommodate enrollment growth generated from new development as permitted by law, including administrative costs in connection with the collection of fees, and legal fees and other costs connected with the establishment of the fee and the required reporting; and

WHEREAS, the collection of the School Fees is essential to provide necessary public school facilities to serve residential and commercial/industrial development projects, and is necessary to avoid, substantially lessen, or otherwise mitigate impacts of such developments on school facilities under the California Environmental Quality Act (Public Resources Code, §§21000, *et seq.*). As recognized in the environmental review documents for the San Joaquin County 2035 General Plan, City of Tracy 2015-2023 Housing Element, City of Tracy General Plan, and Envision Stockton 2040 General Plan Update, payment of school impact fees for new development serves as mitigation under CEQA to satisfy the impact of development on school facilities; and

WHEREAS, pursuant to Government Code section 65995(b)(3), the State Allocation Board ("SAB"), at its meeting on January 24, 2024, adjusted the maximum amount of School Fees that may be imposed based on the RS Means Construction Cost Index, which is independently published and referenced in the statute establishing the School Fees, to $5.17 per square foot of assessable space for residential development, including, without limitation, new residential construction (including ADUs), additions/remodels to existing homes, residential reconstruction, and manufactured homes and mobile homes as authorized by applicable law (collectively, "residential development"), and $0.84 per square foot of chargeable covered and enclosed space for all categories of commercial/industrial development; and

WHEREAS approximately 19,972 new residential units are anticipated to be constructed within the District's jurisdictional boundaries. Of these, approximately 6,713 units have potentially mitigated the impact on the District's facilities through mutually beneficial voluntary mitigation agreements wherein developers pay agreed upon mitigation amounts, subject to escalation, in lieu of statutory required fees. Historical data indicates that a total 2,189 elementary school students, 1,169 middle school students, and 2,168 high school students are anticipated to be generated from the remaining 13,259 non-mitigated future residential units anticipated to be constructed in the next 5-10 years, of which zero (0) elementary school students, 103 middle school students, and 1,381 high school students may not be housed by existing surplus capacity within the District's existing facilities; and

WHEREAS, the District has identified school facility construction, reconstruction, rehabilitation, and refurbishment needs in the District's July 2024 Facilities Master Plan ("2024 FMP," incorporated herein by reference); and

WHEREAS, although the District currently has capacity in school housing that exceeds its current school enrollment, the District has demonstrated that adequate school facilities and supporting facilities do not exist to accommodate students generated from new residential and commercial/industrial development by identifying the school facility construction, reconstruction, rehabilitation, and refurbishment needs in the 2024 FMP; therefore, there is insufficient capacity available to house students generated from future development; and

WHEREAS, the District does not have sufficient funds available for the construction, reconstruction, rehabilitation or refurbishment of school facilities to accommodate the new students from development, including the construction of new permanent school facilities and central administrative and support facilities, reconstruction, rehabilitation or refurbishment of existing facilities, purchase or lease and installation of interim or temporary school facilities in order to accommodate student capacity demands or to house students during construction, to

accommodate those new students generated by development and maintain a level of service commensurate with that presently existing ("School Facilities"); and

WHEREAS, the total estimated average cost of providing School Facilities for students generated from future residential development is approximately $30,147 per new student at the Elementary School level, $23,172 per new student at the Middle School level, and $26,135 at the High School level, resulting in an estimated School Facilities cost for future development for the TK through 12 portion of the District being approximately $7.875 per square foot of assessable space (average, taking single-family detached ("SFD") cost impacts of $6.07/sf and multifamily attached ("MFA") cost impacts of $9.68/sf) and $2.895 per square foot of assessable space for the 9-12 portion of the District (average, taking SFD cost impacts of $2.54/sf and MFA cost impacts of $3.25/sf); and

WHEREAS, future commercial/industrial development will further generate additional students in the District and all categories of this development will create an estimated School Facilities cost ranging from $0.017 to $0.84 per square foot of chargeable covered and enclosed space, depending on the commercial/industrial land use category, as further set forth in the Fee Justification Study (defined below); and

WHEREAS, District's fee consultant, Woolpert, Inc., prepared a 2025 "Residential and Commercial/ Industrial Development School Fee Justification Study," dated May 22, 2025, for the District ("Fee Justification Study"), which analyzes the impact of residential development and all categories of commercial/industrial development upon the District's enrollment, and the resulting needs for School Facilities, and the Board has received a copy of the Fee Justification Study (which copy has been provided for public review) attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, more specifically, the Fee Justification Study includes information, documentation, and analysis of the School Facilities needs of the District including, without limitation: (a) the purpose of the School Fees; (b) the use to which the School Fees are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial development, and (1) the use of School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of School Fees from new residential and commercial/industrial development; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial construction (by category) upon the cost of providing school facilities within the District; (e) an evaluation and projection of the number of students that will be generated by residential construction; (f) the School Facilities that will be required to serve such students; and (g) the cost of such School Facilities; and

WHEREAS, the Board reviewed and considered the findings in the Fee Justification Stud and 2024 FMP, which analyzes the District's current school facilities, the estimated number of students which will be generated by residential and commercial and industrial development projected within the District, the estimated number of students who may be unhoused based on the District's current facilities and estimated number of students generated, and the estimated costs which will be required for the School Facilities to accommodate the students generated by such development; and

WHEREAS, the Fee Justification Study justifies the District's imposition of School Fees on residential construction as set forth in this Resolution by analyzing student generation data for residential development projects and by demonstrating that the construction, reconstruction and refurbishment of School Facilities is necessary to accommodate increased enrollment resulting from such development and maintain existing levels of service; and

WHEREAS, the Fee Justification Study further justifies the District's imposition of School Fees on new commercial and industrial construction as set forth in this Resolution by analyzing specific categories of commercial and industrial development which were determined to impact the District's school facilities based upon the anticipated number of employees per average square feet of each category of commercial and industrial development, and the cost of School Facilities calculated from those employees residing in the District; and

WHEREAS, the findings in the Fee Justification Study demonstrates that the estimated costs of providing adequate School Facilities for students generated by new development will exceed the maximum amount of revenue which will be collected from School Fees levied pursuant to Education Code section 17620, *et seq.* and Government Code section 65995, *et seq.*; and

WHEREAS, the increased rates of the School Fees levied against new residential, commercial and industrial development will be used to finance or fund School Facilities necessary to accommodate students generated from new development including, without limitation, the construction of new permanent school facilities and central administrative and support facilities, reconstruction, rehabilitation, or refurbishment of existing facilities related to increased demand as necessary to maintain existing levels of service, purchase or lease and installation of interim or temporary school facilities in order to accommodate student capacity demands or to house students during construction, to reimburse the District for expenditures previously made on School Facilities, and related miscellaneous purposes resulting from student enrollment growth caused by projected new development, including, without limitation, other statutory authorized purposes; and

WHEREAS, no city or county or the California Department of Health Care Access and Information shall issue a building permit for any new residential, commercial or industrial development within the District absent a certification issued by the District evidencing compliance by the owner/developer with the requirements regarding payment of school facilities fees as set forth in Education Code section 17620, *et seq.* and Government Code section 65995, *et seq.* Moreover, the District is exempt from Senate Bill 330 and Senate Bill 937; and

WHEREAS, the District: (a) has made available to the public ten (10) days prior to its public hearing the proposed Fee Justification Study and data indicating the estimated cost required to provide the School Facilities for which the increased School Fees are levied and the revenue sources anticipated to provide the School Facilities as demonstrated in the Fee Justification Study; (b) published the notice of the hearing once at least ten (10) days prior to the hearing and a second publication five (5) days thereafter; (c) at least fourteen (14) days prior to this meeting, mailed to all interested parties who have requested in writing notice of the meeting on new or increased fees, if any; and (d) held a duly noticed, regularly scheduled public hearing on June 23, 2025, at which oral and written presentation was received regarding the Fee Justification Study and the proposed increase in School Fees. Accordingly, all required notices of the public hearing and proposed School Fees have been given, and the Fee Justification Study and supporting data have been made available to the public in accordance with applicable law; and

WHEREAS the appropriate land use jurisdictions will be notified of the increased School Fees levied by the District and will be requested to cooperatively work with the District to assure that the school facilities fee program benefits the residents and students of the community; and

WHEREAS, as to the School Fees, Education Code section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code section 17620, shall not be subject to the California Environmental Quality Act, Division 13 (commencing with Section 21000) of the Public Resources Code; and

WHEREAS, Per Government Code section 66006(d), any person may request an audit of the District's School Fees pursuant to Government Code section 66023; and

WHEREAS, in accordance with California Government Code section 66006(a), the District has established a separate capital facilities account or fund for the District, specifically identified as Fund 25, Capital Facilities Fund (the "Fund") for the deposit of School Fees (including interest income earned thereon), and maintains these Fund in a manner to avoid any commingling of the School Fees with other revenues and funds of District, except as authorized by law.

NOW, THEREFORE, THE BOARD OF EDUCATION OF TRACY UNIFIED SCHOOL DISTRICT HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

Section 1. The foregoing recitals are true, correct, and incorporated herein. All exhibits attached hereto are incorporated herein by reference. Further, the Board hereby finds and determines that prior to the adoption of this Resolution, the Board conducted a duly noticed public hearing at a regularly scheduled meeting of the Board. All required notices of the public hearing and proposed School Fees were given, and the Fee Justification Study and supporting data were made available to the public in accordance with applicable law.

Section 2. That, based on all available information, the Board has reviewed and confirmed that the Fee Justification Study, attached hereto as **Exhibit "A"** and incorporated herein by reference, and the 2024 FMP (incorporated herein by reference), accurately reflects current information and justify the increase to School Fees pursuant to this Resolution, and the Board hereby adopts and approves the Fee Justification Study.

Section 3. That the Board hereby approves, adopts, and increases the School Fees as a condition of approval of new development projects within the boundaries of the District and imposes the School Fees on such development projects in the amounts identified below in accordance with the District's fee sharing agreement. Based on the foregoing, this Board hereby determines and approves:

a. To impose a fee on any new or other residential development, as described in Education Code section 17620(a), occurring within the District, in the statutory maximum amount of **$5.17** per square foot of assessable space within the TK-12 portion of the District and **$1.29** per square foot within the 9-12 portion of the District for new non-mitigated residential development, as such space is defined in Government Code section 65995(b)(1).

b. To impose a fee on categories of new commercial or industrial development, as described in Education Code section 17620(a), occurring within the boundaries of the District, in the statutory maximum amount of **$0.84** per square foot of chargeable covered and enclosed space within the TK-12 portion of the District (except for the categories of hotel/motel and self-storage, which shall be imposed at the rate of $0.538 per square foot and $0.031 per square foot, respectively), and **$0.21** per square foot within the 9-12 portion of the District (except for the self-storage category, which shall be imposed at the rate of **$0.017** per square foot) for new commercial or industrial development, as such space is defined in Government Code section 65995(b)(2).

Section 4. The Board has reviewed and considered the Fee Justification Study and supporting data, and its findings as it relates to: (i) the District's current school facilities, (ii) proposed and potential development, (iii) the estimated number of students which will be generated by new residential and commercial/industrial development projected within the District, (iv) the estimated number of students who may be unhoused based on the District's current facilities and estimated numbers of students generated by new development, (v) the resulting school facilities needs, (vi) the cost thereof, and (vii) the available source of revenue, including the fees provided by this Resolution. Based thereon, and upon all other material facts and statements of opinion made available to the Board, including written and oral presentations made to the Board, the Board makes the following findings:

Section 5. That in accordance with Government Code section 66001(a)(1), the Board finds that the purpose of the School Fees imposed upon residential and commercial/industrial construction is to fund the construction, reconstruction or refurbishment of School Facilities related to accommodate the students generated by such new development upon which the School Fees are imposed.

Section 6. That in accordance with Government Code section 66001(a)(2), the Board finds that the School Fees imposed on residential construction and commercial/industrial construction (by category) will be used to finance construction, reconstruction, rehabilitation or refurbishment of School Facilities related to accommodate the students generated by such new development within the District, including to cover costs attributable to the increased demand for School Facilities reasonably related to new development and necessary to maintain existing levels of service, to reduce overcrowding caused by the development on which the fees were imposed, to reimburse the District for expenditures previously made on School Facilities, and/or for indirect and support services and other school-related considerations relating to the District's ability to accommodate enrollment growth generated from new development as permitted by law, including administrative costs in connection with the collection of fees, and legal fees and other costs connected with the establishment of the fee and the required reporting.

Section 7. That in accordance with Government Code section 66001(a)(3), the Board finds that there is a roughly proportional and reasonable relationship between the use of the School Fees and the residential and commercial/industrial construction within the District, because the School Fees imposed on such construction by this Resolution will be used to fund School Facilities that will be used to serve the students generated by such new construction.

Section 8. That in accordance with Government Code section 66001(a)(4), the Board finds that there is a roughly proportional and reasonable relationship between the residential and commercial/industrial construction upon which the School Fees are imposed and the need for School Facilities in the District, because new students will be generated from such new construction within the District, and the construction, reconstruction or refurbishment of District's School Facilities is necessary to accommodate these students and maintain existing levels of service.

Section 9. That in accordance with Government Code section 66001(b), the Board finds that the amount of the School Fees imposed on residential and commercial/industrial construction (by category) as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new construction within the District.

Section 10. That the collection of the School Fees is essential to provide necessary public-school facilities to serve residential and commercial/industrial development projects, and is necessary to avoid, lessen, or otherwise mitigate impacts of such projects under the California Environmental Quality Act (Public Resources Code, section 21000 et seq.).

Section 11. That accessory dwelling units ("ADUs") are independent residential dwelling units located on the same parcel as a primary residential dwelling, and whether detached, attached, or located within the primary dwelling, ADUs constitute new residential construction that did not previously exist on the parcel or as part of the primary home and therefore, ADUs generate new students in the District and will be charged the applicable School Fee.

Section 12. That redevelopment or reconstruction projects, consisting of voluntary demolition of existing residential or commercial/industrial structures and the subsequent construction of new residential or commercial/industrial structures, have the potential to generate new students in the District and therefore, School Fees will be imposed on redevelopment or reconstruction projects after the District evaluates the impact of the proposed redevelopment or reconstruction project, by comparing the pre-existing structures to be demolished with the new replacement structures, including each structure's type, category of construction, square footage, student generation, and cost impacts. (See *Warmington Old Town Associates, L.P. v. Tustin Unified School District* (2002) 101 Cal.App.4th 840; and *Cresta Bella, L.P. v. Poway Unified School District* (2013) 218 Cal.App.4th 438.)

Section 13. That for redevelopment or reconstruction projects consisting of a transition into commercial/industrial categorical classification or projects that involve a complete site redevelopment or reconstruction will be assessed based on the applicable School Fee for the new commercial/industrial category multiplied by the total chargeable covered and enclosed space of the new commercial/industrial project, and for projects that involve partial redevelopment or reconstruction, or an addition to an existing development, the applicable School Fee will be calculated on a basis of the marginal chargeable covered and enclosed space increase multiplied by the applicable School Fee for the space.

Section 14. That in accordance with Government Code sections 66001(c) and 66006, the Board finds that the separate Fund of the District (as defined above) has been created for all monies received by the District for the deposit of School Fees imposed on construction within the District

and that said Fund at all times has been separately maintained, except for temporary investments, with other funds of the District as authorized by law.

Section 15. That the Board finds that the monies of the separate Fund, consisting of the proceeds of School Fees, have been imposed for the purposes of constructing, reconstructing or refurbishing those School Facilities necessitated by residential and/or commercial/industrial construction, which School Facilities may be included in an adopted construction schedule and/or plan, and thus, these monies may be expended for all those purposes permitted by applicable law.

Section 16. That in accordance with Education Code section 17620(a)(5), the School Fees may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of Section 66001 of the Government Code, and, in addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year for reimbursement of the administrative costs incurred by the District in collecting the School Fees.

Section 17. That the Board hereby establishes a process that permits the party against whom the commercial/industrial fees are imposed the opportunity for a hearing to appeal that imposition of commercial/industrial fees for commercial/industrial construction, as required by Education Code section 17621(e)(2). The appeal process shall be as follows:

a. Within ten (10) calendar days of being notified, in writing, (by personal delivery or deposit in the U.S. Mail) of the commercial/industrial fees to be imposed or paying the commercial/industrial fees, pursuant to Education Code section 17620, a party shall file a written request for a hearing regarding the imposition of commercial/industrial fees. The party shall state in the written request the legal and factual grounds for opposing the imposition of commercial/industrial fees and said written request shall be served by personal delivery or certified or registered mail to the Superintendent with a copy to the Associate Superintendent for Business Services.

b. The possible grounds for that appeal include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.

c. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial fees, the Superintendent, or designee, shall give notice in writing of the date, place, and time of the hearing to the party appealing the imposition of commercial/industrial fees. The Superintendent, or designee, shall schedule and conduct said hearing within thirty (30) calendar days of receipt of the written request. The Superintendent, or designee, shall render a written decision within ten (10) days following the hearing on the party's appeal and serve it by certified or registered mail to the last known address of the party.

d. The party against whom the commercial/industrial fees are imposed may appeal the Superintendent or designee's decision to the Board within ten (10) calendar days following receipt of the Superintendent's decision.

e. The party appealing the Superintendent's or designee's decision shall state

in a written appeal the factual and legal grounds for opposing the imposition of the commercial/industrial fees, and the written appeal shall be served by personal delivery or certified or registered mail to the Superintendent.

f. The possible grounds for that appeal to the Board include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.

g. Within ten (10) calendar days of receipt of the notice of appeal, the Superintendent, or designee, shall give notice in writing of the date, place, and time of the hearing to the party appealing the imposition of commercial/industrial fees. The Board shall schedule, and conduct said hearing at the next available regular meeting of the Board, provided that the party is given notice at least five (5) working days prior to the regular meeting of the Board. The Board shall render a written decision within ten (10) days following the hearing on the party's appeal and serve the decision by certified or registered mail to the last known address of the party.

h. The party appealing the imposition of the commercial/industrial fees shall bear the burden of establishing that the commercial/industrial fees are improper.

Section 18. That, in accordance with Education Code sections 17620(d) and 17621(c), District staff is hereby instructed to transmit copies of this Resolution, accompanied by all relevant supporting documentation including the Fee Justification Study and a map of the boundary area of the District subject to the School Fees, to all appropriate land use jurisdictions issuing building permits within the District, informing each of them of the District's adopted School Fees for development projects.

Section 19. That a Certificate of Compliance shall be issued for each development project for which there is compliance with the requirement for payment of the School Fees in the amounts specified by this Resolution, including in furtherance of the requirements of Education Code section 17620(b). In the event a Certificate of Compliance is issued for the payment of School Fees for a development project, and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the appropriate official of the land use jurisdiction shall be so notified.

Section 20. That pursuant to Education Code section 17621(a), the increase in the District's School Fees pursuant to this Resolution will become effective sixty (60) days from the date of this Resolution (i.e., August 22, 2025), unless the Board adopts a separate resolution increasing the fees immediately on an urgency basis.

Section 21. That no statement or provision set forth in this Resolution, or referred to herein, shall be construed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or nonresidential construction.

Section 22. Moreover, the actions set forth in this Resolution are not exclusive and the Board hereby reserves the authority to undertake other or additional methods to finance school facilities when available including but not limited to residential Level 2 or Level 3 school fee rates

("Alternative Fees") (Government Code Sections 65995, 65995.5 and 65995.7 et. seq.), the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 et. seq.), voluntary mitigation agreements, and other available funding mechanisms as authorized by statute or other applicable law.

Section 23. The statutory residential Level 1 School Fee rates adopted herein remain effective at any time residential Alternative Fees rates are not effective. If Alternative Fees rates are adopted after this Resolution and are held to be invalid, the statutory residential Level 1 School Fee rates are intended to be, and shall remain, in full force and effect.

Section 24. That, if any portion or provision hereof is held invalid, the remainder hereof is intended to be and shall remain valid.

PASSED AND ADOPTED, this 23rd day of June 2025, by the Board of Education vote, as follows:

AYES:_____ NOES: _____ ABSTAIN: _____ ABSENT: _____

I, _____, President to the Board of Education of the District, hereby certify that the foregoing is a complete, true, and correct copy of the Resolution adopted by the Board of Education on this 23rd day of June 2025.

_____
President of the Board of Education
Tracy Unified School District

_____
Clerk of the Board of Education
Tracy Unified School District

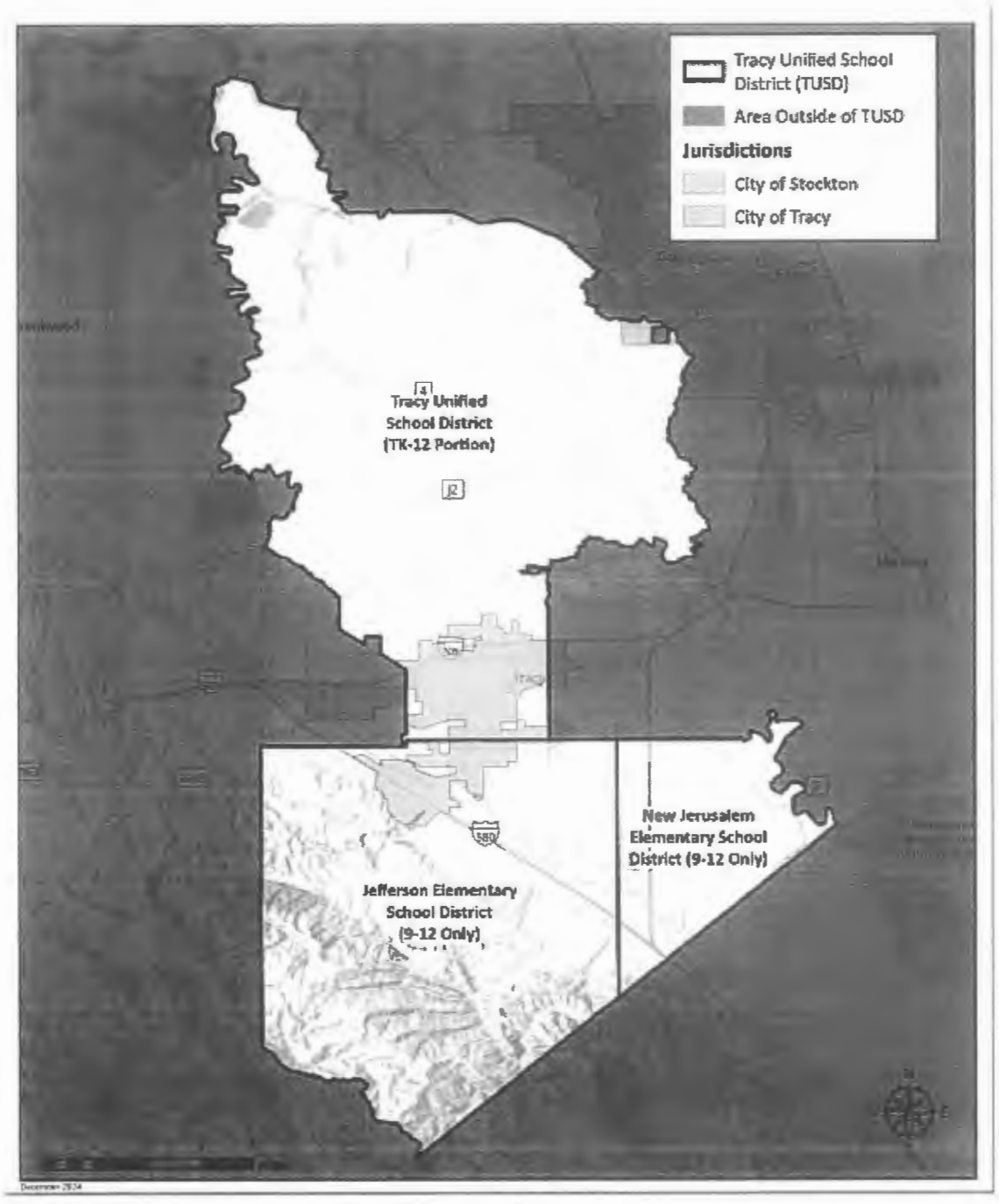
EXHIBIT "A"

DISTRICT FEE JUSTIFICATION STUDY

[See attached]

EXHIBIT "B"

District Boundary Map



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 Agreements with the Boys and Girls Club of Tracy and SJCOE, to Provide Expanded Learning Opportunities to TUSD Students Under the Expanded Learning Opportunity Program Plan (ELO/ELO-P)**

BACKGROUND: The Expanded Learning Opportunities Program (ELO/ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities – California Ed Code (EC) Section 46120. Expanded Learning refers to before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (See [EC Section 8482.1(a).])

RATIONALE: ELO/ELO-P programmatic (educational) standards are to be aligned with the After School Education and Safety Act (ASES) EC Section 46120(b)(2), and the 21st Century Community Learning Centers (21st CCLC) Program. An educational enrichment element may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities. Expanded learning opportunities provide opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activitics. (See [EC Section 46120(g)(1)]).

Currently, Tracy Unified School District directly partners with the Boys and Girls Clubs of Tracy utilizing the ASES Program at many of our schools and the 21st CCLC through the San Joaquin County Office of Education, who also partner with the Boys and Girls Clubs of Tracy. Continuing the strong partnership between TUSD and the Boys & Girls Club will meet the requirements of the ELO/ELO-P and serve the best interests of TUSD students, parents, families, and school/district personnel. 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, and Goal #3: Apply fiscal, operational, and community resources to ensure a safe learning environment that supports staff and student goals.

Additionally, this Agenda Item represents the request to approve the 2024-2025 ELO-P Plan for TUSD and Special Contract Services Agreements between the Boys and Girls Clubs of Tracy, the San Joaquin County Office of Education (SJCOE), and the Tracy Unified School District. The Contract Agreements are attached as part of this Agenda item which 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, and Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: All expenses will be funded by the ELO-P Grant. The Agreement with the Boys and Girls Clubs of Tracy shall not exceed $3,850,000.00 and the Agreement with the San Joaquin County Office of Education will not exceed $459,977.92.

RECOMMENDATION: Approve Agreements with the Boys and Girls Club of Tracy and SCJOE to provide Expanded Learning Opportunities to TUSD students under the Expanded Learning Opportunity Program Plan (ELO/ELO-P).

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and The 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: All duties outlined in the Expanded Learning Opportunities Plan (ELOP) included as a separate document. Duties include TK/K, Summer, Intersessions, Saturdays, and expanded learning programs for the following sites: Bohn, Freiler, Hirsch, George Kelly, Poet, South West Park, Villalovoz, Central, Jacobson, McKinley, North, Williams, Monte Vista, Tracy High, West High, and Kimball High. Boys and Girls Club of Tracy oversite and administrative functions are handled by the contractor, in participation with Tracy's Expanded Learning Program.

   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 230 ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location all sites listed in ELOP Plan.

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

   a. District shall pay $3,850,000.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $3,850,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on July 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 60 days' written notice of termination delivered by certified mail, return receipt requested.

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

7. Contractor shall contact the District's designee, Michael Bunch, at (209) 830-3210 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: 2025.05.29 15:50:48 -07'00' CEO

Contractor Signature Title

68-0028682

IRS Identification Number

CEO Boys and Girls Club of Tracy

Title

753 W. Lowell Ave

Address

Tracy, CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

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

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

AGREEMENT FOR EXPANDED LEARNING OPPORTUNITIES PROGRAM
"Tracy Unified School District" 2025-2026

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "**SJCOE**" and "**Tracy Unified School District" SCHOOL DISTRICT** for consultant and/or special services to be performed by an employee of SJCOE on behalf of SJCOE. The two parties, **SJCOE** and "**Tracy Unified School District**", mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED:

This Agreement calls for **indirect services** of San Joaquin County Office of Education, to provide the following services which include but are not limited to; professional development, CPR/First Aid Certifications, attendance tracking and reporting to the California Department of Education, Federal Program Monitoring, development of program plan, technical assistance, onsite coaching, Annual Data Outcome Report, Quality Improvement Plan assistance, CSTARS attendance tracking systems, enrollment assistance with CAL Pads, additional grant writing, summer school planning and school based mental health services support and health services support.

II. TERM OF AGREEMENT:

Services, which include participation in Expanded Learning Opportunities Program (ELOP).
Services will start on or about **July 1, 2025,** and will be concluded on **June 30, 2026.**

III. COMPENSATION:

In consideration of the services provided by the SJCOE Comprehensive Health Programs the sum of ***$459,977.92** includes salary and benefits, contracted services, and all other costs for services provided. *The amount and flexible percentage rate are based on the 2025-26 Preliminary Allocations and may be revised with an addendum once the final 2025-26 funding is released. Payments to SJCOE by "**Tracy Unified School District**" for these services will be made upon written request. All approved expenses incurred by SJCOE Comprehensive Health Department in the performance of assigned responsibilities will be the responsibility of SJCOE. Payment must be in compliance with the San Joaquin County Office of Education Administrative Regulation 41323.

IV. TERMINATION OF AGREEMENT:

This agreement shall terminate as set out in Article II. Except:

(a) SJCOE may terminate at any time if CONTRACTOR/CONSULTANT does not perform, or refuses, according to this agreement.
(b) SJCOE may terminate services CONTRACTOR/CONSULTANT at any time, if the professional judgement of the PROJECT MANAGER, named herein, CONTRACTOR/CONSULTAN'S performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet the SJCOE's requirements as specified in Article I.
(c) Either party may terminate by January 2, 2026, for the following fiscal year beginning July 1, 2026.
(d) In the event of early termination, CONTRACTOR/CONSULTANT shall be paid for all work or services performed to the date of termination, based on PROJECT MANAGER'S determination of product delivered.

V. EXTENSION OF TERM:

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

Warren Sun, Division Director, Operations
San Joaquin County Office of Education

Dr. Robert Pecot, Ed.D., Superintendent
Tracy Unified School District

Date

Date

May 28, 2025

BOYS & GIRLS CLUBS
OF TRACY

ADMINISTRATIVE
OFFICE AND THE
RICHARD O. HASTIE
CLUBHOUSE
753 W. Lowell Avenue
Tracy, CA 95376
209.832.2582 PH
209.832.4687
www.bgctracy.org

Art Freiler Club, Bohn Club,
Central Club, Jacobson Club,
George Kelly Club, McKinley Club,
Monte Vista Club, North Club
Poet Christian Club, SWP Club,
Villalovoz Club, Wanda Hirsch Club,
West High Club, Williams Club,
Tom Hawkins Club, Jefferson Club,
Monticello Club, Traina Club & Banta

Chief Executive Officer
Kelly K. Wilson

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Past Chair

This letter will serve as an agreement between Tracy Unified School District (TUSD) and Boys & Girls Clubs of Tracy (BGCT) regarding payment of the Extended Learning Opportunity Program (ELOP) fund from July 1, 2025 - June 30, 2026. This letter is solely to define the terms for the requested advance payment funds for ELOP. All other terms and conditions contained in the professional services contract for this funding will remain in effect.

TUSD agrees to advance BGCT for the 1st, 2nd, and 3rd quarters and April/May of the 2025-2026 ELOP contract. The total amount of the contract agreement for this period is $3,850,000.

TUSD agrees to advance the 1st, 2nd & 3rd quarter and April/May payments to BGCT as follows:

1st Quarter Advance
BGCT will submit an estimated invoice to TUSD by July 1, 2025. TUSD will pay on their estimated invoice by July 18, 2025.

2nd Quarter Advance
BGCT will submit an estimated invoice to TUSD by September 2, 2025. TUSD will pay on their estimated invoice by September 19, 2025.

3rd Quarter Advance
BGCT will submit an estimated invoice to TUSD by January 5, 2026. TUSD will pay on their estimated invoice by January 23, 2026.

April/May Advance
BGCT will submit an estimated invoice to TUSD by April 1, 2026. TUSD will pay on their estimated invoice by April 24, 2026.

BGCT submits monthly expenditure reports to TUSD.

Settle-Up
In June 2026, the three-quarters plus April/May of advances will be reconciled with the actual expenses. We will settle with June's payment. June's expenses will be reported to TUSD by July 15, 2026. If BGCT was overpaid for the three quarters plus April/May, the overpayment amount will be subtracted from June's payment. If BGCT was underpaid for the three quarters plus April/May, the underpayment amount will be added to June's payment. The month of June will be paid once the invoice and expenditure reports are received. This agreement is for July 1, 2025-June 30, 2026, only.

Please sign below to acknowledge this agreement:

_____

Kelly Wilson as Authorized Agent — Date
CEO, Boys & Girls Clubs of Tracy

_____

TUSD Authorized Agent — Date

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 (Second 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 (Second Reading).

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 aaccordance 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-mail ☐ 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 limited to: ☐ Independent Reading ☐ Textbook Activities ☐ Problem Solving ☐ Study Projects ☐ Drill & Practice ☐ Experiential Learning ☐ Computerized Curriculum ☐ Web/Internet Research ☐ Library Research ☐ Field Trips ☐ Learning 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 to: ☐ Teacher-made Tests ☐ Student Conferences ☐ Progress/Report Cards ☐ Chapter/Unit Tests ☐ Work Samples ☐ Observations ☐ Portfolios ☐ State Standards Testing ☐ CA High School Exit Exam ☐ Learning Journals ☐ Presentations ☐ Quizzes ☐ Labs ☐ Finals ☐ 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

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 3, 2025
SUBJECT: **Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for All TUSD Schools**

BACKGROUND: In November of 2022, Proposition 28: The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act was successfully passed by California voters. This measure mandates the establishment of ongoing support for arts instruction in schools starting from the academic year 2023-2024. Specifically, one percent of the K-12 portion of the Proposition 98 funding guarantee from the previous fiscal year, excluding funding allocated for the Arts and Music in Schools (AMS) program, will be earmarked for this initiative. The California Department of Education (CDE) will determine the allocation of grants to individual school sites on an annual basis. Subsequently, each school will provide input as to which arts education programs they wish to offer. In this decision-making process, school leaders will collaborate with teachers, families, and students, ensuring that the choices made best serve the unique needs of their local school community. The District will help facilitate the sharing of teachers, as well as contracted community arts partners amongst the schools to allow for maximum access to a variety of art forms based on the interests of the school community.

Each year, an annual report of the Schools' Prop 28 Plans must be presented to the LEA/District's Governing Board, and Governing Board approval is required. Following Board approval, the Plans are to be posted on the District's, Schools,' and the CDE Websites.

RATIONALE: The legislation allocates 1 percent of the kindergarten through grade twelve (K–12) portion of the Proposition 98 funding guarantee provided in the prior fiscal year, excluding funding appropriated for the AMS education program. Local educational agencies (LEAs) with 500 or more students are required to ensure that at least 80 percent of AMS funds to be expended are used to employ certificated or classified employees to provide arts education program instruction. The remaining 20% will fund training supplies, curriculum, professional learning, materials, and arts educational partnership programs.

Tracy Unified will receive approximately $2,025,742.00 per year in Prop 28 funding to expand arts education access for all students. The annual allocation will provide TUSD students across all grade levels with greater access to the arts to help foster students' creativity and self-expression and boost critical thinking skills. These efforts include but are not limited to:

- More opportunities for Visual and Performing Arts (VAPA) art, dance, theater, and music instruction for elementary school students
- Greater access to visual and performing arts through electives and expanded programs for all middle and high school students
- Additional staffing and support to help bolster all existing art programs in TUSD.

The funds from Proposition 28 can be utilized for a wide range of arts education purposes. These include, but are not limited to, providing instruction and training, acquiring necessary supplies and materials, and establishing partnerships with arts organizations for enhanced educational programs. The supported art forms include dance, media arts, music, theater, and visual arts, which may involve folk art, painting, sculpture, photography, craft arts, creative expression (such as graphic arts and design), computer coding, animation, music composition, ensembles, script writing, costume design, film, and video. Prop 28 funding is intended to expand arts education at all school sites. The site-specific plans attached as separate cover items share a simple description of how TUSD schools are expanding their arts programs using their Prop 28 yearly allocations.

FUNDING: All Proposition 28 services will be funded by the Prop 28 yearly allocations.

RECOMMENDATION: Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for All TUSD Schools.

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: June 10, 2025
SUBJECT: **Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for Tracy Charter School**

BACKGROUND: In November of 2022, Proposition 28: The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act was successfully passed by California voters. This measure mandates the establishment of ongoing support for arts instruction in schools starting from the academic year 2023-2024. Specifically, one percent of the K-12 portion of the Proposition 98 funding guarantee from the previous fiscal year, excluding funding allocated for the Arts and Music in Schools (AMS) program, will be earmarked for this initiative. The California Department of Education (CDE) will determine the allocation of grants to individual school sites on an annual basis. Subsequently, each school will provide input as to which arts education programs they wish to offer. In this decision-making process, school leaders will collaborate with teachers, families, and students, ensuring that the choices made best serve the unique needs of their local school community.

Each year, an annual report of the Schools' Prop 28 Plans must be presented to the LEA/District's Governing Board, and Governing Board approval is required. Following Board approval, the plans are to be posted on the District's, Schools,' and the CDE Websites.

RATIONALE: The legislation allocates 1 percent of the kindergarten through grade twelve (K–12) portion of the Proposition 98 funding guarantee provided in the prior fiscal year, excluding funding appropriated for the AMS education program. Local educational agencies (LEAs) with 500 or more students are required to ensure that at least 80 percent of AMS funds to be expended are used to employ certificated or classified employees to provide arts education program instruction. The remaining 20% will fund training supplies, curriculum, professional learning, materials, and arts educational partnership programs. As Tracy Charter School has less than 500 students, they are waived from this requirement.

Tracy Charter School received approximately $49,974 in Prop 28 funding to expand arts education access for all students. This allocation will provide Tracy Charter School students across all grade levels with access to the arts to help foster students' creativity and self-expression and boost critical thinking skills.

The funds from Proposition 28 can be utilized for a wide range of arts education purposes. These include, but are not limited to, providing instruction and training, acquiring necessary supplies and materials, and establishing partnerships with arts organizations for enhanced educational programs. The supported art forms include dance, media arts, music, theater, and visual arts, which may involve folk art, painting, sculpture, photography, craft arts, creative expression (such as graphic arts and design), computer coding, animation, music composition, ensembles, script writing, costume design, film, and video. Prop 28 funding is intended to expand arts education at all school sites. The plan is attached which includes a description of how Tracy Charter School will use their Prop 28 yearly allocations.

FUNDING: All Proposition 28 services will be funded by the Prop 28 yearly allocations.

RECOMMENDATION: Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for Tracy Charter School.

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

Proposition 28: Arts and Music in Schools Funding
Annual Report
Fiscal Year 2024–25

Name: Tracy Independent Study Charter School

County-District-School (CDS) Code: 39 75499 0139949

Allocation Year: 2023–24, 2024–25

1. Narrative description of the Proposition 28 arts education programs funded (2500 character limit).

Tracy Charter School has fewer than 500 students, and did not expend its allocated Prop 28 funds during the 2023–24 school year.

In 2024–25, all teachers participated in a professional development session focused on foundational art techniques. This training was embedded into regular staff meetings and designed to support teachers in incorporating basic visual art lessons into their live, virtual group sessions with students. The goal is to foster a schoolwide culture that values and integrates the arts, even in a remote setting.To ensure students can fully engage in these lessons, Tracy Charter will provide all students with individual art kits containing essential supplies such as sketchbooks, watercolor sets, and drawing materials. These will be distributed to families during orientation at the beginning of the 2025–26 school year, removing access barriers and ensuring every student can participate meaningfully from home.

Teachers will continue to guide visual arts lessons through online resources, modeling techniques, and encouraging student expression during their weekly virtual class meetings. Although the school is exempt from the requirement to allocate 80% of funds to salaries due to its size, Tracy Charter will use a portion of funds for training and contracted instruction. The remaining funds will be dedicated to curriculum subscriptions, student materials, shipping, and related operating costs to support program delivery. This plan ensures that students, regardless of learning location, receive a high-quality, comprehensive, and enriching arts education that fosters creativity, confidence, and joy in learning.

2. Number of full-time equivalent teachers (certificated) providing arts education programs with Arts and Music in Schools (AMS) funds: 0.0

3. Number of full-time equivalent personnel (classified) providing arts education programs with AMS funds: 0.0

4. Number of full-time equivalent teaching aides providing arts education programs with AMS funds: 0.0

5. Number of students served with AMS funds: 400

6. Number of school sites providing arts education programs with AMS funds: 1

Date of Approval by Governing Board/Body: 6/23/2025

Annual Report Data URL (direct PDF link to document on local educational agency website)

California Department of Education, January 2025

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 4, 2025
SUBJECT: **Approve Agreement for Contract Services with 360 Degree Customer Inc for Special Education Staffing Services for the 2025 - 2026 School Year**

BACKGROUND: Special Education students may require SLPAs), Occupational Therapists (OTs), Certified Occupational Therapy Assistant (COTAs), Registered Behavior Technicians (RBTs) Para's, Bus Aides, Special Education Teachers, American Sign Language (ASLs) Interpreter and a LVN as part of their Individual Education Plan (IEP). These providers help improve students' academic development skills. Many of our Special Day class students have SLP/SLPA, OT, and Para services written into their IEP and several more are awaiting assessments. Approval is necessary to remain compliant with the IEP.

RATIONALE: 360 Degree Customer, Inc. will provide Special Education Teachers and licensed SLP/SLPA and OT to provide services to students at their school sites. 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 the 2025-2026 regular school year and related services will not exceed $6,510,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement for Contract Services with 360 Degree Customer Inc for Special Education Staffing Services for the 2025 - 2026 School Year.

Prepared by: Jason Davis, Director of Special Education.

Master Service Agreement

This Staffing Service Agreement ("Agreement") is entered into as of the 1st day of July 2025 (the "Effective Date"), by and between (the "Company Party" referred to as 360 DEGREE CUSTOMER INC.), and Tracy Joint Unified School District (the "Client"). The Agreement supersedes all other agreements and or contracts in place between the Client and Company Party. Client acknowledges the representative who signs any contract with 360 DEGREE CUSTOMER INC. on behalf of the Client has full signing authority and by doing so, this Agreement and each Staffing Confirmation Agreement (in the form attached hereto as Exhibit A) shall be binding.

1. Services and Staffing Confirmation (Exhibit A)

(a) Subject to availability, 360 DEGREE CUSTOMER INC. will provide the services of one or more Special Education Professional Associates (each an "Associate") on request from the Client on an as needed and as available basis (the "Services"). 360 DEGREE CUSTOMER INC. will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If 360 DEGREE CUSTOMER INC. elects to provide requested Services from Client, a confirmation and detailed terms of the assignment will be provided to the Client in a "Staffing Confirmation Agreement" in substantially the form attached hereto as Exhibit A (one form per assigned Associate). Each such Staffing Confirmation Agreement shall designate the Company Party with rights and obligations under this Agreement and under the Staffing Confirmation Agreement in connection with the applicable Services, and Client expressly acknowledges and agrees that the other Company Party shall have no such rights or obligations in connection with such Services.

(b) Each Staffing Confirmation Agreement entered into or to be entered into in connection with this Agreement is hereby incorporated herein by reference as if fully set forth in this Agreement. If there is a conflict between the terms of this Agreement and a Staffing Confirmation Agreement, the terms of this Agreement shall prevail. The Client acknowledges that by acceptance of this Agreement, no further contract is required per individual contractor, regardless of the specific details of the assignment, hours, rate, etc. Electronic timekeeping will be provided to the Client on a weekly basis. 360 DEGREE CUSTOMER INC. will use commercially reasonable efforts to obtain signed timecards from Client however, signed timecards are not required for approval to process and bill. By signing this Agreement, Client acknowledges that all hours worked by the contractor will be billed to Client's district to be paid in full in accordance with the agreed upon payment terms, regardless of approval of the timecard submitted. A rejected timecard will be subject to review by 360 DEGREE CUSTOMER INC., Associate, and Client.

The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to 360 DEGREE CUSTOMER INC. by the earlier of (1) ninety (90) days after the claim arises, or (2) thirty (30) days after termination of the Associate's assignment pursuant to the Staffing Confirmation Agreement. 360 DEGREE CUSTOMER INC. will not be responsible for, and the Client hereby waives the right to assert, any claims not reported in accordance with the foregoing.

2. Associates

(a) 360 DEGREE CUSTOMER INC. will refer qualified candidates without regard to race, sex, color, religion, national origin, marital status, veteran status, non-job-related medical condition, or any other statutorily protected category. The Client shall have the right of refusal regarding the Associate assigned by 360 DEGREE CUSTOMER INC.. consistent with the other terms of this Agreement,

but agrees that no refusal will be made on account of race, gender, color, religion, national origin, marital status, veteran status, or any other statutorily protected category. The Client understands and agrees that any Associate assigned to the Client by 360 DEGREE CUSTOMER INC., pursuant to this Agreement, shall perform all Services as an independent contractor to the Client and not as an employee, agent, partner, or venture participant of the Client.

(b) Associates shall perform Services at the work site of the Client or remotely and during the normal work hours of the Client. The Client will provide, at no cost to 360 DEGREE CUSTOMER INC., working space facilities, and related services and supplies necessary to support each Associate engaged by the Client. Associates will work under the supervision and direction of the Client.

(c) The Client acknowledges that 360 DEGREE CUSTOMER INC. typically checks Associates' references only by posing specific questions to certain past employers regarding skills and work history before placing an Associate on assignment. 360 DEGREE CUSTOMER INC. typically conducts a limited background check but does not engage in any additional verification process (e.g., 360 DEGREE CUSTOMER INC. does not screen for drug use, administer a medical exam, or conduct credit checks). Should the Client have additional compliance needs, Client is required to provide a written request with clear instructions at the time of requesting Services. 360 DEGREE CUSTOMER INC. shall not be liable for any losses, damages, liabilities, costs or expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from failure to obtain additional compliance verification, except where 360 DEGREE CUSTOMER INC. has agreed in writing to obtain such verification.

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

(e) The Client agrees to provide safe working conditions and will orient all 360 DEGREE CUSTOMER INC. employees at the start of any work engagement to the policies of the district including safety, hazard and emergency. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, the Client will notify 360 DEGREE CUSTOMER INC. immediately: (1) of any obligations in the government contract or subcontract relating to wages, and (2) if 360 DEGREE CUSTOMER INC. is legally required to initiate E Verify verification procedures for any Associate. 360 DEGREE CUSTOMER INC. reserves the right to re-assign any assigned Associate. The Client further agrees that it is fully responsible for, and that 360 DEGREE CUSTOMER INC. will not be responsible for any injuries, claims, damages, or losses that may result from the Client's failure to comply with the foregoing.

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

3. Compensation and Payment Terms

(a) The Client shall pay 360 DEGREE CUSTOMER INC. an agreed hourly bill rate for each hour worked by an Associate as set forth in the applicable Staffing Confirmation Agreement, which will also specify the duration and location of the assignment. Overtime and Holiday hours worked will be billed at least 1.5 times the normal hourly bill rate, and in a greater amount if required by applicable State or local law. Holidays in consideration will be listed on the Staffing Confirmation Agreement. Overtime hours will be determined in accordance with applicable Federal, state, and local laws. Federal law defines overtime as hours more than 40 hours per week, and state laws vary. If state law requires double time pay, the double time hours will be billed at 2.0 times the normal hourly bill rate.

(b) Assigned Associates will present a time sheet record to the Client or its designated representative and use good faith efforts to verify hours at the end of each week. 360 DEGREE CUSTOMER INC. will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. 360 DEGREE CUSTOMER INC. invoices are due and payable [upon receipt] [within thirty (30) days of the billing date]. If the Client fails to pay any invoice when due, the Client agrees to pay all of 360 DEGREE CUSTOMER INC.' costs of collection, including reasonable attorney's fees, whether legal action is initiated. Additionally, 360 DEGREE CUSTOMER INC. may, at its option, charge interest on any overdue amounts at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the highest rate allowed by applicable law from the date the amount first became due.

(c) 360 DEGREE CUSTOMER INC. may increase its rates for the Services provided under this Agreement to reflect increases in its costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit, and other costs. 360 DEGREE CUSTOMER INC. will provide written or verbal notice of any increase in its rates for the Services, which shall be prospective only, which notice shall specify the proposed effective date of the increase.

(d) In the event the Client's school or school system is physically closed (i.e., physical closures due to inclement weather, public health emergencies), including days on which the school or school system is physically closed but continues operating or providing educational instruction virtually or through online services to students ("Remote Learning Days") or days on which the school or school system is otherwise closed to students ("Closure"), Client shall remain fully obligated to remit payment to 360 DEGREE CUSTOMER INC. for the full amount (at the agreed upon bill rate) of the total typical hours worked and contracted for each applicable consultant for each day of the Client's Closure. Associates shall be ready, willing, and able to work his or her regularly scheduled hours during all Remote Learning Days via virtual instruction/meetings or online instruction/meetings.

Remittance address: 360 Degree Customer Inc.
473 Sapena Ct. #7
Santa Clara, CA 95054

4. Client Hiring of Associates and Conversion Fees

(a) If the Client, after evaluating the performance and potential of an Associate on the job, desires to employ the Associate directly, the Client agrees to abide by certain restrictions and to pay any applicable "Conversion Fee" as provided herein below. The Conversion Fee, if applicable, is payable if the Client hires an assigned Associate, regardless of the employment classification on either a full time,

temporary (including temporary assignments through another agency) or consulting basis within twelve (12) months after the last day of such Associate's assignment hereunder. The Client acknowledges that a Conversion Fee, if applicable, is also payable if the assigned Associate is hired by a subsidiary or other related company or business of the Client.

(b) The Client may elect to hire any Associate subject to payment of a fee equal to thirty-five percent (25%) of the Associate's annual total compensation, including bonuses (the "Conversion Fee"). The Client will pay the Conversion Fee to 360 DEGREE CUSTOMER INC. within 30 days of billing. In order for an Associate to be hired as the Client's employee, the Client must have a zero balance on all outstanding invoices. The foregoing hiring restriction and Conversion Fee obligations shall survive until one (1) year after the last date of service by the subject Associate at the Client's facility. 360 DEGREE CUSTOMER INC. agrees to waive its right to a Conversion Fee after an Associate has completed 2,700+ contracted hours with Client.

(c) The Client shall provide 360 DEGREE CUSTOMER INC. thirty (30) days prior written notice of its intention to offer employment to any Associate and shall immediately confirm in writing when it has extended the offer (in writing, verbally or otherwise), and when the 360 DEGREE CUSTOMER INC. Associate accepts the offer (in writing, verbally, or otherwise). 360 DEGREE CUSTOMER INC. will bill Client for the Conversion Fee after the 360 DEGREE CUSTOMER INC. Associate accepts Client's offer. Conversion payment must be paid in full and have no outstanding balances prior to the Associate's scheduled first day as a district hire.

(d) Commencing on the first day that the Client includes on its payroll any Associate formerly referred to Client by 360 DEGREE CUSTOMER INC., that Associate immediately ceases to be an independent contractor with respect to Client, 360 DEGREE CUSTOMER INC. is no longer the Associate's employer, and is in no way liable in any way for that person's actions or omissions, tax deductions, workers' compensation insurance, unemployment compensation taxes or any other legally required taxes and withholdings.

5. Direct Hire Fees

(a) Should the Client wish to use 360 DEGREE CUSTOMER INC. as a headhunter for permanent assignments, a "Contingency Direct Hire Fee" equal to thirty five percent (35%) of the candidate's annual salary will become payable to 360 DEGREE CUSTOMER INC. when an offer, verbal or otherwise, is made by the Client and accepted by the candidate. Payment is due in full within thirty (30) days of invoice.

(b) **Replacement Policy:** If the candidate placed with Client voluntarily terminates his/her employment or is terminated for cause within sixty (60) days from the candidate's start date, 360 DEGREE CUSTOMER INC. will offer a replacement courtesy for that candidate. 360 DEGREE CUSTOMER INC. does not guarantee a replacement will be provided as it is contingent on candidate availability. However, the replacement policy is contingent upon full payment of the direct hire fee by Client within thirty (30) days of invoice.

6. Right To Counsel: Coaching and Dismissals

In instances of unsatisfactory performance of duties by an Associate, the Client agrees to make a good faith effort to rectify the issue, including a notice, in writing, to 360 DEGREE CUSTOMER INC. outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by 360 DEGREE CUSTOMER INC. staff. Should the issue not be resolved within a reasonable amount of time,

the Client may request that the Associate be removed from the assignment. 360 DEGREE CUSTOMER INC. will make every effort possible to comply with the Client's request as quickly as possible. Client agrees to honor the terms of this Agreement and pay invoices for hours performed by any Associate up to the time of dismissal from the Client's assignment.

7. Cancellations

Client must provide twenty (20) in-session school days (business working days) written notice of cancellation to 360 DEGREE CUSTOMER INC.. A cancellation fee equal to the scheduled hours for any shift cancelled is payable to 360 DEGREE CUSTOMER INC. for all cancellations made with notice less than twenty (20) in-session school days (i.e. Associate business working days). For assignments 360 DEGREE CUSTOMER INC. must be granted at least forty (40) hours per week of work (unless the Client's full time business schedule is only thirty-five (35) hours per week, or (37.5) thirty- seven and a half hours per week). If an Associate's travel staffing assignment ends prematurely, the Client agrees to pay to 360 DEGREE presenting upon presentment of an invoice, all remaining housing costs for the Associate, including apartment and furniture leasing costs, until the expiration of the applicable lease(s).

8. Contract Termination

This Agreement remains in effect from July 1, 2025 to June 30, 2026 or until terminated by either Party. This Agreement shall be terminable by either Party upon thirty (30) days prior written notice. Termination of this Agreement will also result in the termination of each Staffing Confirmation Agreement between 360 DEGREE CUSTOMER INC. and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination if 360 DEGREE CUSTOMER INC. reasonably determines that the assigned Associate's professional license or code of ethics has been compromised.

9. Notices

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

Client:	Tracy Joint Unified School District 1875 W. LOWELL AVE. TRACY, CA 95376
360 DEGREE CUSTOMER INC.:	473 Sapena Ct. #7 Santa Clara, CA 95054

10. Insurance, Indemnification and Limitation of Liability

(a) 360 DEGREE CUSTOMER INC. shall maintain and provide to the Client, upon written request, proof of any assigned Associate's valid professional license, if applicable, and proof of Worker's Compensation Insurance (which will be maintained per statutory requirements). Additionally, 360 DEGREE CUSTOMER INC. shall procure and maintain insurance and upon written request, shall provide the Client with Certificates of such insurance covering the following risks:

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

(b) To the extent permitted by law, 360 DEGREE CUSTOMER INC. will defend, indemnify, and hold the Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by 360 DEGREE CUSTOMER INC.' breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in a Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct of 360 DEGREE CUSTOMER INC. or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(c) To the extent permitted by law, the Client will defend, indemnify, and hold 360 DEGREE CUSTOMER INC. and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by the Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in a Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct or unlawful act of the Client or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(d) Circumstances may arise where, because of a default on the part of 360 DEGREE CUSTOMER INC., the Client is entitled to recover damages from 360 DEGREE CUSTOMER INC. Regardless of the basis on which the Client is entitled to claim damages from 360 DEGREE CUSTOMER INC. (including fundamental breach, negligence, misrepresentation, or other contractor claim) 360 DEGREE CUSTOMER INC.' liability, if any, will (in the aggregate for all claims, causes of action, or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to 360 DEGREE CUSTOMER INC. for the Services that are the subject of the claim.

11. Miscellaneous

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

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

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

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

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

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

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

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

Notwithstanding any provisions in this Agreement to the contrary, the parties hereto agree that (i) non-solicitation and no-hire obligations in this Agreement, if any, shall not apply within the State of Minnesota; and (b) conversion or permanent hire fees in this Agreement, if any, shall not apply within the State of New York.

[*Signature Pages Follow*]

Once signed by 360 Degree Customer Inc., no further revisions or changes can be made or accepted.

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

360 Degree Customer Inc.

By:_____

By: Gulneesh Mukhija , Director

Tracy Joint Unified School District

By:_____

Name, Title: _____

Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement - Exhibit A") is entered into on 6/03/2025 by and between 360 Degree Customer Inc. and Tracy Unified School District collectively referred to herein as "the Parties." **The Parties agree to the below:**

Contractor Name:		Assignment Dates:
District Name and Address: Tracy Unified School District		Schedule:
District Telephone Number: 209-830-3270		Hours Per Week:
District Department Director Name: Jason Davis		Estimated Caseload:
Billing Address: 1875 W. Lowell Avenue		Approved Time Off:
Billing Telephone Number: 209-830-3270 x 1452		Bill Rate:
Billing Contact Info: Elena Camacho		Overtime/Holiday Rate:
Billing Email Address: ecamacho@tusd.net		*Mileage Reimbursement:
Timesheet Approver Email Address and Name: Jason Davis - mfedelin@tusd.net		First Day Details:

Supervision/Materials and Equipment: Client will provide appropriate supervision, materials and equipment to therapist.

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

Cancellation of Services: A minimum 20 working day written notice must be given to 360 Degree Customer Inc. directly for cancellation or early termination of contract.

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

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

Conversion Terms: Client acknowledges the Therapist named herein is an employee of 360 Degree Customer Inc. and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through 360 Degree Customer Inc. and Client agrees to pay a conversion fee of 35% of the subject Therapist's annual salary as liquidated damages to 360 Degree Customer Inc. within 30 days of being invoiced for the same. Contract conversion terms available upon request.

The client acknowledges and agrees that this Staffing Confirmation Agreement contains the specific terms of the individual contractor's assignment for services in accordance with the terms of the 360 Degree Customer Inc. Master Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the 360 Degree Customer Inc. Master Services Agreement, the terms of the 360 Degree Customer Inc. Master Services Agreement shall prevail. Unless the Client provides written notice of any objection or correction needed within the earlier of (i) ten (10) business days. Upon receipt of this Staffing Confirmation Agreement from 360 Degree Customer Inc., or (ii) five (5) business days prior to the start of such an assignment, this Exhibit A shall be deemed

accepted by the Client and be deemed a binding agreement in all respects.

Exhibit B

INDEMNIFICATION; LIMITATION OF LIABILITY.

(a) Associate enters into this Agreement as an independent contractor and not as an employee of Client. 360 DEGREE CUSTOMER INC. shall have no power or authority by this Agreement to bind Client 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 360 DEGREE CUSTOMER INC. are employees, agents, contractors or subcontractors of 360 DEGREE CUSTOMER INC. and not of the Client. The Client shall not be obligated in any way to pay any wage claims or other claims made against 360 DEGREE CUSTOMER INC. by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

(b) 360 DEGREE CUSTOMER INC. shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence; two million dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the Client and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by 360 DEGREE CUSTOMER INC. herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by Client. The client reserves the right to adjust its insurance requirements as needed.

(c) Associate [ ] 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, 360 DEGREE CUSTOMER INC. 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 360 DEGREE CUSTOMER INC. and/or its employees.

(c) 360 DEGREE CUSTOMER INC. agrees to hold harmless and to indemnify Client for: Any injury to person or property sustained by 360 DEGREE CUSTOMER INC. or by any person, firm or corporation employed directly or indirectly by 360 DEGREE CUSTOMER INC. 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, to the extent arising out of the gross neglect, default or willful omission of 360 DEGREE CUSTOMER INC., or any person, firm or corporation directly or indirectly employed by 360 DEGREE CUSTOMER INC. under this Agreement, and 360 DEGREE CUSTOMER INC. 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 Client for any such claim or demand, and pay or satisfy any judgment that may be rendered against Client in any such action, suit or legal proceedings or the result thereof. Nothing here in provided shall be construed to require 360 DEGREE CUSTOMER INC. to hold harmless or indemnify Client for liability or damages resulting from the negligence or willful act or omission of Client or its officers, agents or employees.

Limitation of Liability.

(a) In no event will either party to this Agreement be liable for incidental, consequential, punitive, indirect or special damages, including, without limitation, interruption or loss of business, profit or goodwill.

(b) As a condition for recovery of any liability, the parties must assert any claim under this Agreement within three (3) months after discovery or sixty (60) days after the termination or expiration of this Agreement, whichever is earlier.

(c) In no event shall 360 DEGREE CUSTOMER INC.'s liability to Client exceed (a) for Temporary Services, the fees received by 360 DEGREE CUSTOMER INC. from Client during the preceding six (6) month period, or (b) for Direct Placement Services, the fees received from Client for the placement of the Candidate to whom any claim asserted by Client relates, whether arising from an alleged breach of this Agreement, an alleged tort or any other cause of action.

TUSD RateSheet 2025-26 360 Degree Customer Inc.	
RELATED SERVICE	**RATE Per Hour**
1. Intensive Individual Services (340)	
2. Language and Speech (415)	$ 113.00
a. Individual	
b. Small Group	
3. Adapted Physical Education (425)	
4. Health and Nursing: Specialized Physical Health Care (435)	$ 87.00
5. Health and Nursing: Other Services (436)	
6. Assistive Technology Services (445)	$ 140.00
7. Occupational Therapy (450)	$ 113.00
8. Physical Therapy (460)	$104
9. Individual Counseling (510)	$149
10. Counseling and Guidance (515)	
11. Parent Counseling (520)	
a. Individual	$ 149.00
b. Small Group	
12. Social Work Services (525)	$ 123.00
13. Psychological Services (530)	$ 142.00
14. Behavior Intervention Services (535)/ **Paraprofessional**	$ 61.00
15. Specialized Services for Low Incidence Disabilities (610)	$ 61.00
16. Specialized Deaf and Hard of Hearing (710)	$ 140.00
17. Interpreter Services (715)	$ 89.00
18. Audiological Services (720)	$ 122.00
19. Specialized Vision Services (725)	$ 139.00
20. Orientation and Mobility (730)	$ 139.00
21. Specialized Orthopedic Services (740)	$ 139.00
22. Reader Services (745)	$ 139.00
23. Note Taking Services (750)	
24. Transcription Services (755)	$ 79.00
25. College Awareness Preparation (820)	
26. Vocational Assessment, Counseling, Guidance and	$ 139.00
Career Assessment (830)	$ 139.00
27. Career Awareness (840)	$ 139.00
28. Work Experience Education (850)	$ 139.00

29. Job Coaching (855)	
30. Mentoring (860)	$ 139.00
31. Agency Linkage (865)	
32. Travel Training (870)	$ 109.00
33. Other Transition Services (890)	
34. Transportation (Shall not include transportation through use of Services or equipment owned, leased or contracted through LEA unless provided directly or subcontracted by the NPS/A. In the event of a declared state emergency, e.g., pandemic, transportation costs will be pro-rated since the services will be reduced. The reduced payment will serve to offset the operating costs of maintaining a transportation "fleet" but will not be paid at a rate that is equal to or higher than typical operating costs)	
a. Transportation – Round Trip	
a) Transportation – One Way (Community)	
b) Transportation – Round Trip (Community)	
c) Transportation – 1 on 1 Rider (per IEP)/ Bus Aid	$ 61.00
d) Transportation – Safety Rider	
(LEA will be billed for the bus safety riders based on the proportion of students on the bus.)	
e) Transportation – Dual Enrollment	
f) Public Transportation	
g) Parent*	
h) Paid to NPS/A	
35. Other (900) **- SLP Spanish**	$ 128.00
(Identify Licensed/Credentialed service	
SLPA	$ 91.00
SLPA Spanish	$ 97.00
SPED Teacher	$ 114.00
RBT	$ 76.00
COTA	$ 94.00
PTA	$ 86.00
General Ed Teacher	$ 94.00

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 and Competency Standards for Students with Disabilities (Second 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 and Competency Standards for Students with Disabilities (Second 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).

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: June 10, 2025
SUBJECT: **Approve Adoption of Instructional Materials**

BACKGROUND: Tracy Unified School District approved one new course to be offered starting in the 2025-26 school year. The Instructional Media Center (IMC) convened an IM adoption committee to evaluate and recommend instructional materials for the course. The Curriculum Council recommended this program to the Board and the Board received a report on May 27, 2025.

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

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

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

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

FUNDING: Funding for the purchase of recommended materials not to exceed$15,500 for the 2025-26 school year will be provided by funds from Goal 1, Action 11 of the Local Control Accountability Plan reserved for the purchase of instructional materials. Renewals in the

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

RECOMMENDATION: Approve Adoption of Instructional Materials.

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 12, 2025
RE: **Approve a Variable Term Waiver for Administrative Services**

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

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

FUNDING: No Fiscal Impact

RECOMMENDATION: Approve a Variable Term Waiver for Administrative Services.

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

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

DECLARATION

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

Julie Wimberley; Program Specialist, Special Education

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Board President

Date: _____

ATTEST:

_____
Board Vice President

Date: _____

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

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

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

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

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Variable Term Waivers for Teachers.

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

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

DECLARATION

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

Madison Beyer; Williams Middle School; Multiple Subjects
Yesenia Rivera; South/West Park Elementary; Bilingual

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Board President

Date _____

ATTEST:

_____
Board Vice President

Date _____

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

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

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

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

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve a Declaration for a Provisional Internship Permit.

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

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

DECLARATION

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

Kayla Archer; Jacobson Elementary; Multiple Subjects
Madison Beyer; Williams Middle School; Multiple Subjects
Alondra Buenrostro; Villalovoz Elementary; Multiple Subjects
Stefanie Castro; Art Freiler Special Education
Drew Henson; Hirsch Elementary; Special Education
Alberto Landeros; North School; Physical Education
Eriana Thomas; Villalovoz Elementary; Multiple Subjects

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Board President

Date: _____

ATTEST:

_____
Board Vice President

Date: _____

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 13, 2025
SUBJECT: **Ratify Agreement for Special Contract Services with Ellis Investigations Law Corporation**

BACKGROUND: Two complaints concerning both staff and students were recently filed with the District. Due to the nature of the complaints, it is necessary to secure services for an independent investigation into the allegations contained within the complaints.

RATIONALE: Ellis Investigations Law Corporation is a firm which has experience in the type of investigation required. Their firm is available to conduct this investigation.

COST TO DISTRICT: Total cost of the anticipated support will not exceed $100,000.

FUNDING: Unrestricted, General Fund.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Ellis Investigations Law Corporation.

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

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 Ellis Investigations Law Corporation, 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: Conduct investigation for two Title IX concerns and furnish District with findings and other pertinent documents related to these matters.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 ( ) [ ] **HOURS** [x] **DAYS**, under the terms of this agreement at the following location Various District locations or via Video Conference.

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

   a. District shall pay $ no more than $560 per [x] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $ 100,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District [x] **SHALL** [ ] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $ 10,000 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 June 16, 2025, and shall terminate on completion of investigations, no later than 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, Tammy Jalique, at (209) 830-3260 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.

Both parties agree to hold harmless and to indemnify the other party for:

Any injury to person or property sustained by the party or by any person, firm or corporation employed directly or indirectly by the party 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 the party, or any person, firm or corporation directly or indirectly employed by the party 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 the party 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 the other party for any such claim or demand, and pay or satisfy any judgment that may be rendered against the other party in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require the party to hold harmless or indemnify the other party for liability or damages resulting from the negligence or willful act or omission of the other party or its officers, agents or employees. Except that nothing in this paragraph shall apply to any actions, claims or complaints, actual or threatened, brought by a District employee, agent, witness or other involved party arising from the facts and issues under investigation.

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	Tammy Jalique Tracy Unified School District
86-2702997 IRS Identification Number	June 24, 2025 Date
Chief Executive Officer Title	01-0000-0-0000-7400-5800-810-8004 Account Number to be Charged
500 Capitol Mall, Suite 2350 Address	Department/Site Approval
Sacramento, CA 95814	Budget Approval
	June 23, 2025 Date Approved by the Board

Rev. 06.23.16

ELLIS INVESTIGATIONS
LAW CORPORATION

Via email (tjalique@tusd.net)

June 10, 2025

Tammy Jalique
Associate Superintendent of Human Resources
Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376

Re: Engagement for Legal Services

Dear Ms. Jalique:
We are pleased that Tracy Unified School District (Client) has engaged Ellis Investigations Law Corporation (Firm) to conduct a workplace investigation. This letter will confirm the terms of this engagement. This engagement will become effective upon our receipt of a signed copy of this letter.

Scope of Engagement

The Client has retained the Firm to conduct an investigation into concerns involving students and staff. The Firm will conduct an impartial investigation into the concerns.
The Client understands that there are no guarantees as to the outcome of the investigation. As an independent contractor, the Firm has the right to determine means, manner and findings involving the investigation. The Client agrees to allow the Firm full discretion to undertake the investigation and otherwise make findings without influencing or interfering with the outcome. The Client understands and acknowledges that the Firm will exercise independent judgment to make whatever findings it deems are warranted based on the evidence developed in the investigation, and that this engagement is not dependent on the Firm making or failing to make a particular credibility determination, finding of fact or conclusion. After conducting relevant interviews and reviewing relevant documents and information, the Firm will, if requested by the Client, prepare a written report summarizing the investigation and findings.

Legal Services

It is understood that in this engagement, the Firm and the Client have an attorney-client relationship and that the Firm is providing professional legal services based on its professional experience and expertise. The Firm has been retained to use its legal skills to assist the Client in developing a response to the concerns. Specifically, the Firm will use its

Ellis Investigations
500 Capitol Mall, Ste 2350
Sacramento, CA 95814
916.426.9180
ellisinvestigations.com

expertise in employment law to arrive at findings based on its professional evaluation of the evidence. The parties intend that the investigation, including the Firm's communications, work product and final investigation report, will be covered by the attorney-client privilege and attorney work product protections to the extent legally permissible, unless waived by the Client.

Limited Scope Agreement

The scope of this attorney-client representation is limited. The Firm will render legal advice to the Client on issues limited to the investigation process. The Firm will conduct the investigation as an attorney in furtherance of the Client seeking legal advice to resolve the underlying issues. The Client will seek legal advice, as appropriate, from other counsel regarding what action to take as a result of the investigation. The scope of the investigation does not include rendering any legal conclusions, making recommendations or, in the event of litigation or administrative claim, representation of the Client or anyone else involved in the litigation or claim.

Specifically, the Client expressly agrees that it will look to other legal counsel for such services, as well as for advice with respect to issues that may arise relating to the investigation. This includes, without limitation, the admonitions, if any, to be made to employees who are interviewed concerning confidentiality; the consequences of employee failure to cooperate in the investigation; the accessing of electronic and other data; document retention; litigation holds; appropriate interim employment measures pending the investigation; compliance with the federal Fair Credit Reporting Act; and compliance with the California Investigative Consumer Reporting Agencies Act. Client agrees it will comply with employer-required notice and consent rules to the extent applicable, including those under Civil Code sections 1786 et seq. Client also agrees it will look to its other legal counsel for advice with respect to issues of attorney-client privilege, scope of privilege, waiver and work product in connection with the Firm's services.

The Client's Duties and Communication

The Client acknowledges that its cooperation and support are required for the Firm to provide services effectively. Therefore, the Client will keep the Firm fully informed as to the facts and developments relevant to the Firm's representation of the Client. The Client will provide the Firm with complete and accurate information, including written materials when requested and, in the context of an impartial workplace investigation, full access to witnesses and documents. The Client has authorized the Firm to communicate about its services with Tammy Jalique Associate Superintendent of Human Resources, and Stacy Johnson, Coordinator of Human Resources, or other designee identified by the Client, and with Client's outside counsel, Marie Nakamura of Dannis Woliver Kelley. During the engagement, if requested by the Client or its outside counsel, the Firm will provide status updates on the progress of the engagement.

Fees, Expenses and Billing Practices

The Client understands that the Firm will assign an investigating attorney responsible for this matter at an hourly billing rate for this engagement between $360 and $450. From time to time, where appropriate, the Firm will use other individuals on the matter and the Firm's hourly billing rates for other individuals range from $360 to $560, with legal support specialists at $245.

Time is billed in increments of one-tenth of an hour. If called upon in the future to testify, respond to discovery about the engagement, or defend the confidentiality of the investigation in any proceeding, Client agrees to pay the Firm for work involving such testimony or discovery at the then applicable current rates for such work. In the event of a rate increase, the Firm will notify the Client in writing before any increase becomes effective.

Firm expenses and direct costs incurred in rendering services under this engagement will be reimbursed by the Client. Such costs will include, but are not limited to, mileage at then current IRS mileage reimbursement rate, reasonable travel expenses, messenger delivery services, overnight mail delivery services and other incidental costs. The costs also include attorneys' fees for the investigator's separate counsel such as in the event of the need to respond to discovery, prepare for or testify about the investigation.

The Firm will bill the Client no more than once a month. We email our invoices to you unless other arrangements are made. Our invoices are due and payable immediately upon receipt. Please review our invoices and bring any questions or concerns you have to our attention at your earliest convenience. We will add interest at the legal rate allowed by law to those invoices that are not paid within thirty days.

Indemnification

The Client agrees to indemnify, defend and hold the Firm, and its respective employees and Partners, harmless from any and all damages, claims, judgments, penalties, losses, costs and expenses, including attorneys' fees, that may arise from or involve the services rendered under this agreement, except for any intentional misconduct or failure by the Firm to follow applicable standards of professional care.

Arbitration

While we certainly do not anticipate a conflict between us, in the event of any material dispute regarding services provided or fees charged by the Firm that cannot be settled amicably, the Firm and the Client both agree that such dispute shall be submitted, as soon as practicable, to final and binding arbitration in Sacramento County in accordance with the rules and procedures of JAMS Inc., a private mediation and arbitration facilitator. Any dispute shall be strictly

confidential between the Firm and the Client and, except for our own representatives, will not be disclosed to any other person or entity.

AI Disclosure

For transparency, the Firm discloses its use of artificial intelligence (AI) during the engagement. AI is defined as a set of technologies that allow computers to perform tasks that typically require human knowledge. For example, the Firm uses Grammarly, a software that proofreads spelling, grammar, punctuation, clarity, engagement and delivery. Confidential information is protected by software safeguarding its data including by encryption, secure network configuration, data transfer restrictions, restricted employee access, and several other measures. The Firm does not share confidential information with software that does not uphold these privacy standards.

Termination of Agreement

Either party may terminate this Agreement at any time upon notice to the other. The attorney-client relationship between the Client and the Firm will end when the Firm has concluded all work associated with this engagement. Upon conclusion of the engagement or termination of this Agreement, all unpaid fees are immediately due and payable.

Entire Agreement

This Agreement represents the entire agreement between the Client and the Firm and supersedes any prior oral, written or implied agreements. The Client's signature below signifies the acceptance of the terms of this Agreement. Please sign it and return it to the Firm.
We look forward to working with you.

Sincerely,

Leslie D. Ellis
Partner

I agree to the foregoing terms and conditions of engagement on behalf of Tracy Unified School District.

Date: 6/11/25 By: Tammy Jalique
Tammy Jalique, Associate Superintendent of Human Resources