NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
AUGUST 12, 2025

PLACE: **DISTRICT EDUCATION CENTER**
BOARD ROOM
1875 WEST LOWELL AVENUE
TRACY, CALIFORNIA

TUSD board meetings are held in person.

To View the live stream of this meeting, please follow this link: Board Meeting Live

TIME: **6:15 PM** **Closed Session**
7:00 PM **Open Session**

AGENDA

Pg. No.

1. Call to Order

2. Roll Call – Establish Quorum
Board: O. Alexander, D. Cheeseman, R. Fagin, L. Hawkins, S. Secker, D. Traina
Absent: J. Silcox
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#25-26/#01, AR#25-26/#02, AR#25-26/#03, AR# 25-26/#04, AR#25-26/#05
Education Code §48912
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.3 Human Resources:

3.3.1 Consider Paid Leave of Absence for Certificated Employee #UC-1419
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.3.2 Consider Leave of Absence Requests for Certificated Employee: #UC-1420, Pursuant to Article XX
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.3.3 Conference with Legal Counsel – Anticipated Litigation
Government Code §54956.9(d)
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.3.4 Consider Public Employee/Employment/Discipline/Dismissal/Release
Government Code §54957
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

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

4. **Adjourn to Open Session**

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

6. **Closed Session Issues:**
6a Report Out of Action Taken on Reinstatements: AR#25-26/#01, AR#25-26/#02,
3.2.1 AR#25-26/#03, AR#25-26/#04, AR#25-26/#05
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6b Report Out of Action Taken on Consider Paid Leave of Absence for Certificated
3.3.1 Employee #UC-1419
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6c Report Out of Action Taken on Consider Leave of Absence Requests for
3.3.2 Certificated Employee: #UC-1420, Pursuant to Article XX
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

7. **Approve Regular Minutes of June 23, 2025** **1-7**
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 Poet Christian Elementary School
9.2 Recognize Don Dias for the Knowledge and Support he has Provided while Serving as Tracy Unified's Interim Director of Facilities, Planning and Construction

10. **Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.
10.1 **Administrative & Business Services:**
10.1.1 Receive Report on Facilities Projects

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

12. **PUBLIC HEARING:** None.

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

13.1 Administrative & Business Services:

13.1.1	Approve the Out-of-State Travel for the Coordinator of Transportation and Bus Driver Trainer to Attend the Transporting Students with Disabilities Conference in Frisco, TX, from November 6 to 11, 2025	**8**
13.1.2	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2025/26 School Year	**9-10**
13.1.3	Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District	**11-12**
13.1.4	Authorize the Director of Food Services to Piggyback on the Lodi USD RFP #2024-09 for Dairy Products for 2025-2026 School Year (Separate Cover)	**13**
13.1.5	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	**14-16**
13.1.6	Approve Accounts Payable Warrants (June 2025) (Separate Cover)	**17**
13.1.7	Approve Payroll Reports (June 2025)	**18-22**
13.1.8	Approve Revolving Cash Fund Reports (None Issued in June 2025)	**23-24**

13.2 Educational Services:

13.2.1	Approve Professional Development for TUSD High School Drama and Theater Departments	**25-28**
13.2.2	Ratify Special Contract Service Agreement with Dr. Pedro Olvera Psychology, Professional Corporation for the 2025-2026 School Year	**29-32**
13.2.3	Approve Contract Service Agreement with Alegre Care Inc., dba Alegre Home Care and Staffing for the 2025-2026 School Year	**33-43**
13.2.4	Approve Contract Service Agreement with Left Coast Scales (LCS) for the 2025-2026 School Year	**44-47**
13.2.5	Approve Contract Service Agreement with Excel Interpreting LLC for the 2025-2026 School Year	**48-57**
13.2.6	Ratify Service Agreement with ATX Learning to Provide Staffing Services for the 2025-2026 School Year	**58-68**
13.2.7	Ratify Agreement for Contract Services with 3Chords Inc. and Therapy Travelers LLC, Collectively DBA Epic Special Education Staffing Services for the 2025-2026 School Year	**69-80**
13.2.8	Ratify Service Agreement with Paradigm Healthcare and Special Education for the 2025-2026 School Year	**81-97**
13.2.9	Ratify Agreement with SPG Therapy & Education to Provide Staffing Services for the 2025-2026 School Year	**98-106**
13.2.10	Ratify Master Contract for Non-Public School Spectrum-Antioch Campus for the 2025-2026 School Year (Separate Cover)	**107**

13.2.11	Ratify Master Contract for Non-Public School Sierra School of San Joaquin for the 2025-2026 School Year (Separate Cover)	**108**
13.2.12	Ratify Master Contract for Non-Public School Anova Center for Education for the 2025-2026 School Year (Separate Cover)	**109**
13.2.13	Ratify Master Contract for Non-Public School Creative Alternatives for the 2025-2026 School Year (Separate Cover)	**110**
13.2.14	Ratify Master Contract with Benchmark Behavioral Health Systems Inc. for the 2025-2026 School Year (Separate Cover)	**111**
13.2.15	Ratify Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Schools Program at Louis Bohn School for the 2025 - 2026 School Year	**112-116**
13.2.16	Approve Agreement for Special Contract Services with Quest Science Center at Louis Bohn School for the 2025 - 2026 School Year	**117-121**
13.2.17	Approve Agreement for Contract Services with ELLevation Education for the 2025-2026 School Year and Continuing into the 2026-2027 School Year	**122-125**
13.2.18	Approve Agreement for Special Contract Services with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2025-2026 School Year	**126-129**
13.2.19	Approve Agreement for Special Contract Services and Materials with Teacher Created Materials for the 2025-2026 School Year	**130-132**
13.2.20	Approve Agreement for Site License with IXL Learning and Poet Christian School for the 25-26 School Year	**133-134**
13.2.21	Approve Agreement for Site License with Top Score Writing and Poet Christian School for the 25-26 School Year	**135-136**
13.2.22	Ratify Agreement for Contract Services with Speech Pathology Assessment and Intervention Services PC, SPAIS PC for the 2025-2026 School Year	**137-148**
13.2.23	Approve Agreement for Special Contract Services between Child Abuse Prevention Council and Duncan-Russell, Stein Continuation High, Kimball High, Tracy High, and West High for the 2025-2026 School Year	**149-152**
13.2.24	Approve Agreement for Contract Services with CalFresh Healthy Living (Parent), San Joaquin County Public Health, for the 2025-2026 School Year	**153-156**
13.2.25	Approve Agreement for Contract Services Between Community Medical Centers and Tracy Independent Study Charter School for the 2025-2026 School Year	**157-161**
13.2.26	Approve Agreement for Contract Services with Operation Scholars for One Part-Time Behaviorists, for the 2025-2026 School Year	**162-165**
13.2.27	Ratify Agreement for Contract Services between Community Medical Centers and South West Park Elementary School, Duncan Russell, and Stein for the 2025-2026 School Year	**166-170**
13.2.28	Approve Agreement for Contract Services with CalFresh Healthy Living (Student), San Joaquin County Public Health, for the 2025-2026 School Year	**171-174**
13.2.29	Ratify Agreement for Contract Services between Alegre Care Inc. and Health Services Department for the 2025-2026 School Year	**175-178**

13.2.30	Approve Air Tutors to Provide Tutoring Services for Students at Tracy Independent Study Charter School for the 2025 -26 School Year	**179-184**
13.2.31	Approve Specialized Grant Funding for the 2025-2026 Agriculture Incentive Grant for Merrill F. West High	**185-193**
13.2.32	Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School during the 2025-2026 School Year	**194-199**
13.2.33	Ratify Agreement for Licensing of Magic School AI Platform at Williams Middle School for the 2025-2026 School Year	**200-204**

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	**205-209**
13.3.2	Approve Classified, Certificated, and/or Management Employment	**210-225**
13.3.3	Approve Individual Administrative Intern Agreement with CSU Stanislaus	**226-231**
13.3.4	Approve Student Teacher Agreement with Cal State TEACH Fresno	**232-237**
13.3.5	Approve Teacher Intern Agreement with Cal State TEACH Fresno	**238-244**

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 Revised Board Policy and Administrative Regulation 3550 Food Service/Child Nutrition Program, 3551 Food Service Operations/Cafeteria Fund, and 3553 Free and Reduced-Price Meals (First Reading)	**245-266**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.1.2	Adopt Revised Board Policy and Administrative Regulation 5030 Student Wellness (First Reading)	**267-282**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.1.3	Ratify the American Modular Systems Proposal for Four Modular Classrooms for Boys and Girls Club (Separate Cover)	**283**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.1.4	Approve the Facilities Master Plan Needs Assessment Prepared by K12 Partners (Separate Cover)	**284**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.1.5	Consider Claim No. 658151	**285**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

14.2 Educational Services:

14.2.1	Ratify Agreement for Contract Services with Operation Scholars for Two Behaviorists for the 2025-2026 School Year	**286-289**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

14.3 Human Resources:

14.3.1	Approve a Declaration for a Provisional Internship Permit	**290-291**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

14.3.2	Adopt Revisions to Board Policy 4112.8, 4212.8; 4312.8 Employment of Relatives (First Reading)	**292-294**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.3	Adopt Revisions to Board Policy 4111.2, 4211.2, 4311.2 Legal Status Requirement (First Reading)	**295-297**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.4	Acknowledge Revisions to Administrative Regulations 4111.2, 4211.2, 4311.2 Legal Status Requirement (First Reading)	**298-304**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.5	Approve New Job Description for Health Services Program Administrator	**305-308**
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 26, 2025
    - **17.2** September 9, 2025
    - **17.3** September 23, 2025
    - **17.4** October 28, 2025

18. **Upcoming Events:**

18.1	September 1, 2025	No School, Labor Day
18.2	October 6 – 10, 2025	No School, Fall Break
18.3	October 20, 2025	No School, Parent/Teacher Conferences

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 Monday, June 23, 2025

4:45 PM: **1-3.** President Silcox called the meeting to order and adjourned to closed session.

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

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

Closed Session:
6a Action Taken on Reinstatements: AR#24-25/#45, AR#24-25/#46,
3.2.1 AR#24-25/#47, AR#24-25/#48, AR#24-25/#49, AR#24-25/#50
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
6b Report Out of Action Taken on Early Graduation: WHS#10361500
3.2.2
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.

Minutes: **7. Approve Regular Minutes of June 10, 2025.**
Action: Fagin, Traina. **Vote:** Yes-5; No-0; Absent-0; Abstain-2 (Secker, Silcox).

Audience: Michael Bunch, Annabelle Lee

Student Rep Reports: **8.1** None.

Recognition & Presentations: **9.1** None.

Information & Discussion Items:

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

10.2 **Educational Services:**

10.2.1 **Receive Report on State Indicators**

Dr. Michael Bunch, Director of Curriculum Improvement State and Federal Programs provided an update on the local indicator data for TUSD. July 1 is the deadline to present the local indicators to the governing board in conjunction with the LCAP approval. Priority 1 includes the basic reporting that is included in the School Accountability Report Card. Priority 2 is implementation of the state standards. Priority 3 is for Parent and Family Engagement. Priority 7 is for access to a broad course of study. Of these, full implementation was received in all categories.

10.2.2 **Receive Report on State Indicators for the Tracy Charter School**
Principal, Annabelle Lee, provided the local indicator data for the Tracy Charter School. Of the completed surveys, full implementation was received in all categories, with some at full implementation and sustainability which is the highest rating. The Tracy Charter dashboard data is comparable to other charter schools within California.

10.2.3 **Receive Report on the LCAP Federal Addendum (Separate Cover)**
Dr. Bunch provided a brief update regarding the Federal Addendum, which is a supplement to the LCAP that ensures the District meets the Local Educational Agency plan provisions of the Every Student Succeeds Act (ESSA).

10.2.4 **Receive District's Budget Overview for Parents for the 2025-2026 School Year (Separate Cover)**
When the budget overview was presented to parents, the budget had not been confirmed. Dr. Bunch informed the funds depicted into the LCAP have now been confirmed and are reflected in the LCAP being voted on by the board this evening.

Hearing of Delegations

11. None.

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

Opened Public Hearing: 5:34 PM
No comments were received.
Closed Public Hearing: 5:34 PM

Consent Items:

13. **Board approval of any agenda item requiring insurance is conditioned upon receipt of appropriate insurance by Tracy Unified. Action:** Cheeseman, Secker. **Vote:** Yes-7 ; No-0, Absent-0.

13.1 **Administrative & Business Services:**

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

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

13.1.3 Approve Accounts Payable Warrants (April & May 2025) (Separate Cover)

13.1.4 Approve Payroll Reports (April & May 2025)

13.1.5 Approve Revolving Cash Fund Reports (April & May 2025)

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

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

13.2 Educational Services:

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

13.2.2 Approve the Consolidated Application For Funding (Con App) for the Tracy Unified School District for 2025-2026

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

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

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

13.2.6 Approve the CARE Program MOU at WHS for the 2025-2026 School Year

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

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

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

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

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

13.2.12 Approve the Annual District Title III Plan for the 2025-2026 School Year

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

13.2.14 Approval of Revisions to the TUSD Reclassification Criteria

13.2.15 Approve Master Contract (MC) for Point Quest Education, NPS for the 2025-2026 School Year (Separate Cover)

13.2.16 Approve Agreement for Contract Services Between 360 Degree Customer Inc. and Williams Middle School for the 2025-2026 School Year

13.2.17 Approve Agreement for Contract Services Between Quest Science Center and Williams Middle School for the 2025-2026 School Year

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

13.2.19 Approve Purchase of Brainfuse License for Middle School and High School Students for OnDemand Tutoring Needs

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

13.2.21 Approve Agreement for Contract Services Between Houghton Mifflin Harcourt and Monte Vista Middle School for the 2025-2026 School Year

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

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

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

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

13.2.26 Approve Agreement for Contract Services Between Xello and Duncan Russell Community Day School for Professional Development the 2025-2026 School Year

13.2.27 Approve Agreement for Contract Services Between Valley Community Counseling and Art Freiler School for the 2025-2026 School Year

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

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

13.2.30 Approve Agreement for Contract Services Between Homecourt Publishers and George & Evelyn Stein High School for the 2025-2026 School Year

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

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

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)

13.2.34 Receive Update on Quarterly Williams Complaint Report for the Quarter Ending July 15, 2025

13.2.35 Approve Agreement for Contract Services Between 360 Degree Customer Inc. and Art Freiler School for the 2025-26 School Year

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

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

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

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

13.2.40 Approve Agreement for Contract Services between Valley Community Counseling and Central Elementary and North School for the 2025-2026 School Year

13.2.41 Approve Agreement for Contract Services with Operation Scholars for Two Behaviorists for the 2025-2026 School Year

13.2.42 Approve Master Service Agreement with Valley Community Counseling for Licensed Marriage and Family Therapist for the 2025-2026 School Year

13.2.43 Approve Master Contract for Non-Public School East Valley Education Center for the 2025-2026 School Year (Separate Cover)

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

13.2.45 Approve Agreement for Contract Services Between Quest Science Center and South/West Park Elementary School for the 2025-2026 School Year

13.2.46 Approve Agreement for Contract Services between Digital4Good x I CANHELP and Kimball High School during the 2025-2026 School Year

13.3 Human Resources:

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

13.3.2 Approve Classified, Certificated and/or Management Employment

13.3.3 Approve Employment of 2025 Summer School Staff

13.3.4 Approve Individual Intern Agreement with CSU Stanislaus

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

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

14.1.2 Approve the Local Control Accountability Plan (LCAP) (Separate Cover)

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

14.1.3 Approve the Tracy Independent Study Charter School Local Control Accountability Plan (LCAP) (Separate Cover)

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

14.1.4 Adopt the 2025-26 Annual School District Budget (Separate Cover)

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

14.1.5 Adopt Resolution No. 24-23 Committed Fund Balance

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

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)

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

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)

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

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)

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

14.2.2 Adopt Revised Board Policy 6158.1 Independent Study Charter School (Second Reading)

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

Dr. Michael Bunch, Director of Curriculum Improvement State and Federal Programs, and Principal of the Tracy Charter, Annabelle Lee, provided information on Prop 28 which is the Arts and Music in Schools Funding Guarantee and Accountability Act. A minimum of 80% of arts and music funds are to be utilized to employ and retain employees for art/music education instruction. The remaining apportionment may be used to purchase materials/supplies to support art/music education. The objectives are to enhance student opportunity, engagement and learning outcomes and to provide each student with the necessary resources to participate in in-person or online visual and performing arts and music lessons.

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)

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

14.2.4 Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for Tracy Charter School

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

14.2.5 Approve Agreement for Contract Services with 360 Degree Customer Inc for Special Education Staffing Services for the 2025 - 2026 School Year

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

14.2.6 Adopt Revised BP 6146.4 Differential and Competency Standards for Students with Disabilities (Second Reading)

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

14.2.7 Approve Adoption of Instructional Materials

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

14.3 Human Resources:

14.3.1 Approve a Variable Term Waiver for Administrative Services

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

14.3.2 Approve Variable Term Waivers for Teachers

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

14.3.3 Approve a Declaration for a Provisional Internship Permit

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

14.3.4 Ratify Agreement for Special Contract Services with Ellis Investigations Law Corporation

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

Board Reports: Trustee Traina thanked Dr. Bunch and Ms. Lee for their reports; analyzing and making a plan for improvement is quite impressive. She likes the idea of shorter surveys throughout the year to obtain more accurate survey responses. Prop 28 is wonderful, it is the connecting piece with kids to their school. Trustee Secker also thanked them for accumulating the performance indicators. It is good to see it is solid and we are moving forward. He informed the Tracy Breakfast Lions will have their annual 4th of July pancake breakfast beginning at 6:00 am at Lincoln Park. Trustee Cheeseman appreciates the time taken to put in so much information and to present it in a way that is understandable. She recognizes this is a lot of work and it is greatly appreciated. It is a wonderful idea to have a piano at every school. Trustee Alexander said it is good to hear the reports and know more about what is happening in the schools. Trustee Hawkins likes that there is funding being provided for music. When he worked at Tracy High, the band was a big part of the school. The students enjoy it. He would like to see more music at all schools. Trustee Fagin thanked Dr. Bunch and Ms. Lee for the reports. He agrees the music department needs to grow and feels the students in band don't get enough recognition. Trustee Silcox passed on comment.

Superintendent Report: Dr. Pecot passed on comment.

Adjourn: 5:56 PM

_____ _____

Clerk Date

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 1, 2025
SUBJECT: **Approve the Out-of-State Travel for the Coordinator of Transportation and Bus Driver Trainer to Attend the Transporting Students with Disabilities Conference in Frisco, TX, from November 6 to 11, 2025**

BACKGROUND: School Transportation News is hosting its annual conference in Frisco, Texas, specifically tailored for school transportation professionals. The conference will feature educational sessions focused on transporting students with disabilities and special needs. The mission of School Transportation News is to provide practical solutions and improve safety for students with disabilities and special needs.

RATIONALE: The conference will cover a variety of important topics, including child passenger safety on school buses, wheelchair securement training, and hands-on school bus evacuations for students with special needs and preschoolers. It aims to empower transportation professionals, enhance safety, promote education, and provide hands-on training.

FUNDING: The estimated total cost for the Coordinator of Transportation, Lisa Sawyer and Bus Driver Trainer, Sonya Orta to attend the conference is $5,513.90. This estimate includes registration, lodging, transportation, and meals, and will be funded through General Transportation Funds.

RECOMMENDATION: Approve the Out-of-State Travel for the Coordinator of Transportation and Bus Driver Trainer to Attend the Transporting Students with Disabilities Conference in Frisco, TX, from November 6 to 11, 2025.

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: July 29, 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	Reviewed
209 Tracy High Wrestling Booster Club	*Approved*	*Current*
Freiler Staff Parent Association	*Approved*	*Current*
George Kelly PTO	*Approved*	*Current*
Hirsch PTO	*Approved*	*Current*
Homefield Advantage Athletic Booster Club	*Approved*	*Current*
Kimball High Music Booster Club	*Recommended for approval*	*Current*
Kimball High PTSA	*Approved*	*Current*
Kimball High Quaterback and Cheer Booster Club	*Approved*	*Current*
Neylan Theatre Booster Club	*Approved*	*Current*
North School Parent Club	*Approved*	*Current*
Poet PTSA	*Approved*	*Current*
South/West Park Parent Club	*Approved*	*Current*
Tracy Bulldog Band Booster	*Approved*	*Current*
Tracy High Baseball Booster	*Recommended for approval*	*Current*
Tracy High Cheer Booster Club	*Approved*	*Current*
Tracy High Dance Booster Club	*Approved*	*Current*
Tracy High Football Booster Club	*Approved*	*Current*
Tracy High Softball Booster Club	*Approved*	*Current*
Tracy High Volleyball Booster Club	*Approved*	*Current*
West High Music Booster Club	*Approved*	*Current*
West High Theatre Booster Club	*Approved*	*Current*

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 12, 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:

Donation received by Rotary Club of Tracy Sunrise/Tracy Unified School District:

1. Rotary Club of Tracy Sunrise: Donation of sixty backpacks, with school supplies, valued at approximately $2,100.00. The backpacks will be distributed among TUSD schools/students.

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

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

the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: July 30, 2025
SUBJECT: **Authorize the Director of Food Services to Piggyback on the Lodi USD RFP #2024-09 for Dairy Products for 2025-2026 School Year**

BACKGROUND: Tracy Unified School District Food Services Department plans to purchase milk valued at greater than $250,000.00 for the 2025-2026 school year; therefore, a formal procurement process is required to ensure compliance with the state and federal purchasing guidelines. Lodi USD Nutrition Services Department conducted the formal procurement and solicited RFP #2024-09 for dairy products. The contract was awarded to Crystal Creamery and contains a piggyback clause allowing other school districts in the state of California to purchase identical products upon the same terms and conditions pursuant to Section 20118 (K-12) of the Public Contract Code.

RATIONALE: Approval of this agenda item gives authorization to the Director of Food Services to piggyback on the Lodi USD RFP #2024-09 for dairy products for the 2025-2026 school year.

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

RECOMMENDATION: Authorize the Director of Food Services to Piggyback on the Lodi USD RFP #2024-09 for Dairy Products for 2025-2026 School Year.

Prepared by: Brandy Campbell, Director of Food Services.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

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

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES
August 12, 2025

A.

Vendor:	SyTech Solutions
Sites:	Tracy Unified School District
Item:	Ratify Quote
Services:	SyTech Solutions will provide scanning and indexing services for an estimated seventy-five boxes of personnel files, instead of the sixty-five boxes previously approved by the Board at the June 23, 2025, meeting. This change results in a price increase of $2,634.40.
Cost:	$20,114.00
Project Funding:	General Fund

B.

Vendor:	San Joaquin County of Education
Sites:	District Wide
Item:	1-Year Agreement (expires 6.30.2026)
Services:	SJCOE will provide participating Districts explosive detection canine services through Kontraband Interdiction & Detection Services (KIDS) for a combined total of 100 hours per fiscal year.
Cost:	Cost is based on District participation. Additional fees are accrued in the event the participating Districts cumulative service hours exceed 100 hours per fiscal year at a rate of $400.00 for the first hour of each call and $150.00 per hour thereafter.
Project Funding:	$1,990.17

C.

Vendor:	CPR with Heart
Sites:	Certificated Staff
Item:	Agreement
Services:	Provide two training workshops on CPR/First Aid/AED for TUSD management employees. Each session will have approximately 45 participants. Sessions will be held in the District Office Board Room. Schedule as follows: Session 1, 8:00 a.m. to 12:00 p.m.; Session 2, 12:30 p.m. to 4:30 p.m.
Cost:	$100.00 per person, not to exceed a total of $15,000.00
Project Funding:	General Fund

D.

Vendor:	Gray Step Software
Sites:	Finance for 11 sites
Item:	Proposal
Services:	ASB Works Software for 2025/26 FY
Cost:	$7,000.00
Project Funding:	General Fund

E.

Vendor:	FinQuery
Sites:	Finance
Item:	Proposal
Services:	Subscription – Contract Management
Cost:	$13,710.00
Project Funding:	General Fund

F.

Vendor:	CASBO
Sites:	Finance
Item:	Proposal
Services:	Organizational Subscription FY 2025-26
Cost:	$5,250.00
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: July 31, 2025
SUBJECT: **Approve Accounts Payable Warrants (June 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 (June 2025).

Prepared by: Lori Nelson, Director of Financial Services.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: July 31, 2025
SUBJECT: **Approve Payroll Reports (June 2025)**

BACKGROUND: The 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 (June 2025).

Prepared by: Lori Nelson, Director of Financial Services.

Pay Date 06/10/2025 **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	785,361.69	Teachers' Salaries
	1200	1,302.85	Cert Pupil Support Salaries
	1300	3,230.00	
	1900	120,835.52	Other Certificated Salaries
	2100	278,583.57	Instructional Aides' Salaries
	2200	197,000.19	Classified Support Salaries
	2400	28,229.28	Clerical & Office Salaries
	2900	6,834.57	Other Classified Salaries
	Total Labor	**1,421,377.67**	

Fund 01	SACS Object	Amount	
	3101	111,497.25	STRS On 1000 Salaries
	3102	41.07	STRS On 2000 Salaries
	3202	10,994.48	PERS On 2000 Salaries
	3301	16,440.82	
	3302	28,912.17	
	3501	455.59	State Unemploy On 1000 Salary
	3502	254.97	State Unemploy On 2000 Salary
	3601	15,169.32	Worker'S Comp Ins On 1000 Sal
	3602	8,505.32	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**192,270.99**	

Fund 09	SACS Object	Amount	
	1100	200.00	Teachers' Salaries
	Total Labor	**200.00**	

Fund 09	SACS Object	Amount	
	3101	38.20	STRS On 1000 Salaries
	3301	2.90	
	3501	0.10	State Unemploy On 1000 Salary
	3601	3.33	Worker'S Comp Ins On 1000 Sal
	Total Contributions	**44.53**	

Fund 11	SACS Object	Amount	
	1100	18,225.00	Teachers' Salaries
	1200	1,302.85	Cert Pupil Support Salaries
	2100	2,995.56	Instructional Aides' Salaries
	2400	3,772.65	Clerical & Office Salaries
	Total Labor	**26,296.06**	

Fund 11	SACS Object	Amount	
	3101	2,583.86	STRS On 1000 Salaries
	3202	1,673.79	PERS On 2000 Salaries
	3301	283.15	
	3302	517.77	
	3501	9.76	State Unemploy On 1000 Salary
	3502	3.39	State Unemploy On 2000 Salary
	3601	325.27	Worker'S Comp Ins On 1000 Sal
	3602	112.75	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**5,509.74**	

Fund	12	SACS Object	Amount	
		1100	908.59	Teachers' Salaries
		2100	10,166.84	Instructional Aides' Salaries
		Total Labor	**11,075.43**	

Fund	12	SACS Object	Amount	
		3202	1,352.46	PERS On 2000 Salaries
		3301	40.24	
		3302	596.48	
		3501	0.46	State Unemploy On 1000 Salary
		3502	5.07	State Unemploy On 2000 Salary
		3601	15.13	Worker'S Comp Ins On 1000 Sal
		3602	169.34	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**2,179.18**	

Fund	13	SACS Object	Amount	
		2200	19,211.03	Classified Support Salaries
		2300	17.00	
		Total Labor	**19,228.03**	

Fund	13	SACS Object	Amount	
		3202	1,603.17	PERS On 2000 Salaries
		3302	998.78	
		3502	9.62	State Unemploy On 2000 Salary
		3602	320.25	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**2,931.82**	

Pay Date 06/30/2025 **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	5,904,937.91	Teachers' Salaries
	1200	751,671.13	Cert Pupil Support Salaries
	1300	720,347.84	Cert Suprvsrs' & Admins' Sal
	1900	201,352.77	Other Certificated Salaries
	2100	809,743.17	Instructional Aides' Salaries
	2200	1,278,687.89	Classified Support Salaries
	2300	300,500.20	Class Suprvsrs' & Admins' Sal
	2400	644,783.99	Clerical & Office Salaries
	2900	69,442.94	Other Classified Salaries
	Total Labor	**10,681,467.84**	

Fund 01	SACS Object	Amount	
	3101	1,388,096.60	STRS On 1000 Salaries
	3102	13,847.48	STRS On 2000 Salaries
	3201	81,679.92	PERS On 1000 Salaries
	3202	802,488.61	PERS On 2000 Salaries
	3301	123,449.55	
	3302	225,668.94	
	3401	691,807.69	
	3402	373,780.98	
	3501	3,789.18	State Unemploy On 1000 Salary
	3502	1,550.57	State Unemploy On 2000 Salary
	3601	126,224.16	Worker'S Comp Ins On 1000 Sal
	3602	51,686.27	Worker'S Comp Ins On 2000 Sal
	3701	59,330.82	
	3702	26,780.68	
	3901	164.36	
	Total Contributions	**3,970,345.81**	

Fund 09	SACS Object	Amount	
	1100	218,354.42	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	**258,287.77**	

Fund 09	SACS Object	Amount	
	3101	46,280.62	STRS On 1000 Salaries
	3202	4,322.81	PERS On 2000 Salaries
	3301	3,324.58	
	3302	1,202.91	
	3401	17,673.59	
	3402	2,279.39	
	3501	121.11	State Unemploy On 1000 Salary
	3502	7.99	State Unemploy On 2000 Salary
	3601	4,035.85	Worker'S Comp Ins On 1000 Sal
	3602	266.18	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**79,515.03**	

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	3,919.51	
	3402	1,704.69	
	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	**23,492.52**	

Fund 12	SACS Object	Amount	
	2100	56,807.22	Instructional Aides' Salaries
	2300	6,346.88	Class Suprvsrs' & Admins' Sal
	2400	6,872.80	Clerical & Office Salaries
	Total Labor	**70,026.90**	

Fund 12	SACS Object	Amount	
	3102	624.00	STRS On 2000 Salaries
	3202	14,917.14	PERS On 2000 Salaries
	3302	4,693.50	
	3402	3,642.36	
	3502	34.99	State Unemploy On 2000 Salary
	3602	1,166.40	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**25,078.39**	

Fund 13	SACS Object	Amount	
	2200	216,106.32	Classified Support Salaries
	2300	51,279.37	Class Suprvsrs' & Admins' Sal
	2400	16,972.53	Clerical & Office Salaries
	Total Labor	**284,358.22**	

Fund 13	SACS Object	Amount	
	3202	69,224.77	PERS On 2000 Salaries
	3302	20,450.23	
	3402	21,620.48	
	3502	142.26	State Unemploy On 2000 Salary
	3602	4,736.33	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**116,174.07**	

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: July 31, 2025
SUBJECT: **Approve Revolving Cash Fund Reports (None Issued in June 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 Report (None Issued in June 2025).

Prepared by: Lori Nelson, Director of Financial Services.

TUSD
REVOLVING CASH FUND
June 2025

Date	Num	Name	Memo	Paid Amount

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 22, 2025
SUBJECT: **Approve Professional Development for TUSD High School Drama and Theater Departments**

BACKGROUND: Since 2024, TUSD has contracted with former theater teacher, Geri Neylan, to provide support and professional development services to our three high school theater programs. We are proposing to continue these contract services for the 2025-2026 school year.

RATIONALE: Tracy Unified School District will provide Professional Development to the TUSD High School Drama and Theater Departments for the 2025-2026 school year.

This contract includes a total of up to 270 hours of professional development and coaching for the 2025-2026 school year to support Kimball High School, West High School, and Tracy High School.

This agenda 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 District Strategic 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 professional development is $ 27,000.00 and will be paid by the 0709 funding source.

RECOMMENDATION: Approve Professional Development for TUSD High School Drama and Theater Departments.

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 Geri Neylan, 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 professional development and coaching to TUSD Drama and Theater departments to include: provide clear guidance and support with production preparation, assist with auditions process, provide teacher content professional development, provide director guidance and professional development, provide Booster Club 101 professional development, and provide dialect coaching.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 270 ( ) [X] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location 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 $27,000 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $27,000 for the term of the contract. 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 13, 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 days' written notice of termination delivered by certified mail, return receipt requested.

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

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

Deri Mayfair Theatre Consultant.

Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Educational Services

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: July 23, 2025
SUBJECT: **Ratify Special Contract Service Agreement with Dr. Pedro Olvera Psychology, Professional Corporation for the 2025-2026 School Year**

BACKGROUND: Board approval is requested at this time to contract Dr. Pedro Olvera Psychology, Professional Corporation. The District's Special Education administration would like to contract with Dr. Pedro Olvera to conduct a Psyscho-Ed (Autism) IEE assessment per the San Joaquin County SELPA IEE process. Ratification is necessary at this time to fulfill district responsibility to allow for agreed upon assessor of parent's choosing per applicable laws and to stay compliant with the statutory timelines.

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

FUNDING: Expenses for this contract will not exceed $6,000.00 per IEE for 2025-2026. Special Education contract expenses are funded through 602 funding for Special Education and budgeted into account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Special Contract Service Agreement with Dr. Pedro Olvera Psychology, Professional Corporation for the 2025-2026 School Year.

Prepared by: Jason Davis, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

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

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

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

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

   a. District shall pay $6,000.0 per | | **HOUR** | | **DAY** |✔| **FLAT RATE**, not to exceed a total of $6,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on August 13, 2025, and shall terminate on June 30, 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, JASON DAVIS , at ( ) 209-830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Dr. Pedro Olvera Owner	
Contractor Signature Title	Tracy Unified School District
EIN# 86-2568345	
IRS Identification Number	Date
Owner	
Title	Account Number to be Charged
5211 E. Washington Blvd. Ste. 2-155	
Address	Department/Site Approval
Commerce, CA 90040	
	Budget Approval
	Date Approved by the Board

Rev. 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc Supt of Ed Services
DATE: June 20, 2025
SUBJECT: **Approve Contract Service Agreement with Alegre Care Inc., dba Alegre Home Care and Staffing for the 2025-2026 School Year**

BACKGROUND: The District's Special Education Department would like to contract with Alegre Care Inc., dba Alegre Home Care and Staffing for the 2025-2026 school year to provide a 1:1 LVN/RN to manage diabetics and perform other duties as required.

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

FUNDING: Expense for this contract will be $510,000.00 for the 2025-2026 school year. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Contract Service Agreement with Alegre Care Inc., dba Alegre Home Care and Staffing 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 Alegre Home Care), 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 Alegre Home Care 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, Alegre Home Care 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"). Alegre Home Care will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If Alegre Home Care 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. Alegre Home Care 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 Alegre Home Care, Associate, and Client.

The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to Alegre Home Care 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. Alegre Home Care 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) Alegre Home Care 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 Alegre Home Care, 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 Alegre Home Care, 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 Alegre Home Care, 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 Alegre Home Care typically checks Associates' references only by posing specific questions to certain past employers regarding skills and work history before placing an Associate on assignment. Alegre Home Care typically conducts a limited background check but does not engage in any additional verification process (e.g., Alegre Home Care 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. Alegre Home Care 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 Alegre Home Care 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, checks or 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 Alegre Home Care 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 Alegre Home Care immediately: (1) of any obligations in the government contract or subcontract relating to wages, and (2) if Alegre Home Care is legally required to initiate E Verify verification procedures for any Associate. Alegre Home Care reserves the right to re-assign any assigned Associate. The Client further agrees that it is fully responsible for, and that Alegre Home Care 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 Alegre Home Care 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. Alegre Home Care will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. Alegre Home Care 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 Alegre Home Care' costs of collection, including reasonable attorney's fees, whether legal action is initiated. Additionally, Alegre Home Care 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) Alegre Home Care 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. Alegre Home Care 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 Alegre Home Care 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: Alegre Home Care
4380 Redwood Highway, Suite A6
San Rafael, CA 94903

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 Alegre Home Care 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. Alegre Home Care 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 Alegre Home Care 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 Alegre Home Care Associate accepts the offer (in writing, verbally, or otherwise). Alegre Home Care will bill Client for the Conversion Fee after the Alegre Home Care 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 Alegre Home Care, that Associate immediately ceases to be an independent contractor with respect to Client, Alegre Home Care 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 Alegre Home Care 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 Alegre Home Care 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, Alegre Home Care will offer a replacement courtesy for that candidate. Alegre Home Care 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 Alegre Home Care outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by Alegre Home Care 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. Alegre Home Care 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 Alegre Home Care. A cancellation fee equal to the scheduled hours for any shift cancelled is payable to Alegre Home Care for all cancellations made with notice less than twenty (20) in-session school days (i.e. Associate business working days). For assignments Alegre Home Care 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 Alegre Home Care and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination if Alegre Home Care 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
Alegre Home Care:	4380 Redwood Highway, Ste. A6 San Rafael, CA 94903

10. Insurance, Indemnification and Limitation of Liability

(a) Alegre Home Care 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, Alegre Home Care 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, Alegre Home Care 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 Alegre Home Care' 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 Alegre Home Care 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 Alegre Home Care 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 Alegre Home Care, the Client is entitled to recover damages from Alegre Home Care Regardless of the basis on which the Client is entitled to claim damages from Alegre Home Care (including fundamental breach, negligence, misrepresentation, or other contractor claim) Alegre Home Care' 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 Alegre Home Care 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 Alegre Home Care, 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.

"Alegre Home Care"

By: Charles E. Symes, II CEO

Verified by pdfFiller 06/11/2025

By:_____

"Client"
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 Alegre Home Care 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: LVN 1 $58.50/Hour
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 Alegre Home Care 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 Alegre Home Care and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through Alegre Home Care and Client agrees to pay a conversion fee of 35% of the subject Therapist's annual salary as liquidated damages to Alegre Home Care 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 Alegre Home Care Master Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the Alegre Home Care Master Services Agreement, the terms of the Alegre Home Care 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 Alegre Home Care, 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. Alegre Home Care 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 Alegre Home Care are employees, agents, contractors or subcontractors of Alegre Home Care and not of the Client. The Client shall not be obligated in any way to pay any wage claims or other claims made against Alegre Home Care by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

(b) Alegre Home Care 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 Alegre Home Care 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, Alegre Home Care 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 Alegre Home Care and/or its employees.

(c) Alegre Home Care agrees to hold harmless and to indemnify Client for: Any injury to person or property sustained by Alegre Home Care or by any person, firm or corporation employed directly or indirectly by Alegre Home Care 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 Alegre Home Care, or any person, firm or corporation directly or indirectly employed by Alegre Home Care under this Agreement, and Alegre Home Care 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 Alegre Home Care 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 Alegre Home Care's liability to Client exceed (a) for Temporary Services, the fees received by Alegre Home Care 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, Assoc Supt of Ed Services
DATE: July 18, 2025
SUBJECT: **Approve Contract Service Agreement with Left Coast Scales (LCS) for the 2025-2026 School Year**

BACKGROUND: Board approval is requested to contract with Left Coast Scales (LCS). The District's Special Education Department would like to contract with Left Coast Scales (LCS) for the 2024-2025 school year to provide consultation, training, support, and analysis via SEIS to AERIES and CALPADS data submission.

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

FUNDING: Expense for this contract will be $4,875.00 for the 2025-2026 school year. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Contract Service Agreement with Left Coast Scales (LCS) for the 2025-2026 school year.

Prepared by: Jason Davis, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and LEFT COAST SCALES (LCS), 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 21 hours of virtual consult services. 1 hour planning session at no charge, and a end-of-year summary to be completed at the end of the 25/26 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 200 ( ) | | **HOURS** |✔| **DAYS**, under the terms of this agreement at the following location Special Education DEC/Virtual.

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

   a. District shall pay $4,875.00 per | | **HOUR** | | **DAY** |✔| **FLAT RATE**, not to exceed a total of $4,875.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 8/12/2025, and shall terminate on 6/30/2026.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

AGREED:

Contractor Signature — Title

20-3348823
IRS Identification Number

Contract Administrator
Title

5148 Western Way
Address

Perris, CA 92571

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc Supt of Ed Services
DATE: July 18, 2025
SUBJECT: **Approve Contract Service Agreement with Excel Interpreting LLC for the 2025-2026 School Year**

BACKGROUND: Board approval is requested to contract with Excel Interpreting LLC. The District's Special Education Department would like to contract with Excel Interpreting LLC for the 2025-2026 school year to provide translation of documents as well as interpretation in-person, on-line and telephone.

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

FUNDING: Expense for this contract will be $40,000.00 for the 2025-2026 school year. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Contract Service Agreement with Excel Interpreting LLC 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 Excel Interpreting, LLC), 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 Excel Interpreting, LLC 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, Excel Interpreting, LLC 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"). Excel Interpreting, LLC will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If Excel Interpreting, LLC 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. Excel Interpreting, LLC 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 Excel Interpreting, LLC, Associate, and Client.

The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to Excel Interpreting, LLC 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. Excel Interpreting, LLC 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) Excel Interpreting, LLC 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 Excel Interpreting, LLC, 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 Excel Interpreting, LLC, 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 Excel Interpreting, LLC, 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 Excel Interpreting, LLC typically checks Associates' references only by posing specific questions to certain past employers regarding skills and work history before placing an Associate on assignment. Excel Interpreting, LLC typically conducts a limited background check but does not engage in any additional verification process (e.g., Excel Interpreting, LLC 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. Excel Interpreting, LLC 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 Excel Interpreting, LLC 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 Excel Interpreting, LLC 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 Excel Interpreting, LLC immediately: (1) of any obligations in the government contract or subcontract relating to wages, and (2) if Excel Interpreting, LLC is legally required to initiate E Verify verification procedures for any Associate. Excel Interpreting, LLC reserves the right to re-assign any assigned Associate. The Client further agrees that it is fully responsible for, and that Excel Interpreting, LLC 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 Excel Interpreting, LLC 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. Excel Interpreting, LLC will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. Excel Interpreting, LLC 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 Excel Interpreting, LLC' costs of collection, including reasonable attorney's fees, whether legal action is initiated. Additionally, Excel Interpreting, LLC 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) Excel Interpreting, LLC 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. Excel Interpreting, LLC 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 Excel Interpreting, LLC 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: Excel Interpreting, LLC
2081 Arena Blvd. Suite 260
Sacramento, CA 95834

4. 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 Excel Interpreting, LLC outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by Excel Interpreting, LLC 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. Excel Interpreting, LLC 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.

5. Cancellations

Client must provide twenty (20) in-session school days (business working days) written notice of cancellation to Excel Interpreting, LLC. A cancellation fee equal to the scheduled hours for any shift cancelled is payable to Excel Interpreting, LLC for all cancellations made with notice less than twenty (20) in-session school days (i.e. Associate business working days). For assignments Excel Interpreting, LLC 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).

6. **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 Excel Interpreting, LLC and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination if Excel Interpreting, LLC reasonably determines that the assigned Associate's professional license or code of ethics has been compromised.

7. **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
Excel Interpreting LLC:	Excel Interpreting, LLC: 2081 Arena Blvd., Suite 260 Sacramento, CA 95834

8. **Insurance, Indemnification and Limitation of Liability**

(a) Excel Interpreting, LLC 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, Excel Interpreting, LLC 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, Excel Interpreting, LLC 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 Excel Interpreting, LLC' 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 Excel Interpreting, LLC 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 Excel Interpreting, LLC 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 Excel Interpreting, LLC, the Client is entitled to recover damages from Excel Interpreting, LLC Regardless of the basis on which the Client is entitled to claim damages from Excel Interpreting, LLC (including fundamental breach, negligence, misrepresentation, or other contractor claim) Excel Interpreting, LLC' 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 Excel Interpreting, LLC for the Services that are the subject of the claim.

9. **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 Excel Interpreting, LLC, 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.

"Excel Interpreting, LLC"

By:_____

Name, Title: _____

"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 Excel Interpreting, LLC 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 Excel Interpreting, LLC 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 Excel Interpreting, LLC and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through Excel Interpreting, LLC and Client agrees to pay a conversion fee of 35% of the subject Therapist's annual salary as liquidated damages to Excel Interpreting, LLC 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 Excel Interpreting, LLC Master Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the Excel Interpreting, LLC Master Services Agreement, the terms of the Excel Interpreting, LLC 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 Excel Interpreting, LLC, 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. Excel Interpreting, LLC 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 Excel Interpreting, LLC are employees, agents, contractors or subcontractors of Excel Interpreting, LLC and not of the Client. The Client shall not be obligated in any way to pay any wage claims or other claims made against Excel Interpreting, LLC by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

(b) Excel Interpreting, LLC 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 Excel Interpreting, LLC 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 [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, Excel Interpreting, LLC 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 Excel Interpreting, LLC and/or its employees.

(c) Excel Interpreting, LLC agrees to hold harmless and to indemnify Client for: Any injury to person or property sustained by Excel Interpreting, LLC or by any person, firm or corporation employed directly or indirectly by Excel Interpreting, LLC 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 Excel Interpreting, LLC, or any person, firm or corporation directly or indirectly employed by Excel Interpreting, LLC under this Agreement, and Excel Interpreting, LLC 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 Excel Interpreting, LLC 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 Excel Interpreting, LLC's liability to Client exceed (a) for Temporary Services, the fees received by Excel Interpreting, LLC 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: July 15, 2025
SUBJECT: **Ratify Service Agreement with ATX Learning to Provide Staffing Services for the 2025-2026 School Year**

BACKGROUND: Board approval is requested to contract with ATX Learning. The District's Special Education administration would like to contract with ATX Learning for the 2025-2026 school year to provide credentialed Special Education Teachers, School Psychologists, Registered Behavior Technicians (RBT), Occupational Therapists (OT), Certified Occupational Therapist Assistants (COTA), Speech & Language Pathologists (SLP), and Speech & Language Pathologist Assistants (SLPA) pursuant to students IEP. Ratification is needed at this time, due to contracted staff starting prior to the board meeting for orientation.

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 $250,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Service Agreement with ATX Learning to Provide Staffing Services for the 2025-2026 School Year.

Prepared by: Jason Davis, Director of Special Education.

ATX Learning

PROFESSIONAL SERVICES AGREEMENT

This agreement ("Services Agreement") made and entered into between **Tracy Unified School District** (hereinafter referred to as **Client**) located at **1875 W. Lowell Avenue Tracy, CA 95376** and **Ausin Texas Learning Group Llc, Inc.** (hereinafter referred to as **Consultant**) located at **10821 Red Run Blvd, #407, Owings Mills, MD 21117**. In consideration of their mutual covenants, the parties hereto agree as follows:

A. **DUTIES OF CONSULTANT:** The Consultant shall provide the following Professional services, studies, and/or reports, through its personnel(s) who are the employees or independent contractors:

Provide direct service, perform any needed evaluation, and recommended equipment to carry out special education program in consultation with director, principals, teacher/school staff, and parents.

B. **CONTRACT PERIOD**: The Consultant's work or duties under this Agreement shall commence on the date specified in the Assignment Confirmation ("Exhibit A"), for the services prescribed under Exhibit A.

C. **COMPENSATION:** For the full performance of this Agreement, the Client shall pay the Consultant as follows:

a) Consultant's not-to-exceed fee at the rate specified in Exhibit A.

b) Consultant will bill for the billable hours specified in Exhibit A, as requested by the Client.

c) Client shall be liable to pay for all the overtime and holiday hours, for services provided by the Consultant.

Invoice: Consultant shall provide the invoice for each calendar month.
Payment shall be as follows: Payments to be made within **15 days** of receipt of undisputed invoice.. All payments are due and payable in Austin, Travis County, Texas.

Payment for the services provided during overtime hours or holidays shall be calculated at one and a half times the regular rate agreed under the Exhibit A

D. **GENERAL TERMS AND CONDITIONS:**

1) INDEMNIFICATION: The Consultant hereby assumes, releases and agrees to indemnify, defend, protect and save the Client, its Officers, Board Members, employees, and agents harmless from and against any loss of and/or damage to the person or property of Consultant, and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from the negligence or misconduct of Consultant, its officers, employees, or agents.

2) REPRESENTATIONS: Both parties represent and warrant that all the information supplied to the other party is true and accurate and contains no errors or omissions. In the event that such information is not true, the party relying on the false representation may immediately terminate this Agreement and claim any damages as a result of the same.

3) AGREEMENTS WITH THIRD PARTIES: Both parties represent and warrant that at the time of the making of this Agreement it has no legal or contractual obligations to a third party that contravenes or interferes with this Agreement.

4) ASSIGNMENT: Neither party shall assign this Agreement, or any of the rights, duties, and obligations under this Agreement, without the written consent of the other party.

5) NON-DISCRIMINATION: No discrimination shall be made in the employment of persons under this Agreement because of such person's race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.

6) LICENSE AND AUTHORITY: The Consultant and its employee or independent contractors will maintain all necessary licenses during the term of this Agreement. Consultant will provide evidence or copies of all necessary licenses and credentials/ clearance to Client at their request.

7) EQUIPMENT AND FACILITIES: Client and the Consultant will agree on all necessary equipment and facilities to render services pursuant to this Agreement.

8) GOVERNING LAW: The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of California. Any dispute between the parties shall be heard in the courts sitting in San Joaquin County, California.

9) WITHHOLDING: The Client shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.

10) HEADINGS: All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the Agreement.

11) AMBIGUITY: The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

12) MODIFICATION: Any modification to this Agreement must be in writing and signed by both parties to be effective.

13) AUTHORITY: Each party executing this Agreement has the authority to do so.

14) TIMESHEET: Payment has to be made on the basis of the Approved/Counter-signed timesheet(s). Any discrepancy in the timesheet(s) should be communicated to the Consultant, within fifteen (15) days of receipt of such timesheet(s), by the Client. In the absence of any such communication, after fifteen (15) days, Consultant has the irrevocable, unlimited right to provide invoices in full as per the Approved/Counter-signed timesheet(s) and get paid as per the agreed payment terms regardless of whether those Approved/Counter-signed timesheets are correct.

The term "Approved/Counter-signed timesheets" shall mean, the timesheets that are signed by, the Principal, Director, Supervisor, or any other individual, authorized for signing the timesheets, by the Client.

15) TERMINATION: Either party may terminate this Agreement on Twenty (20) calendar days written notice without cause.

16) OVERTIME & HOLIDAYS: Client shall be liable at all times to pay as per the applicable laws of the State where the services are performed, related to the overtime and holidays. For hours worked more than 40 hours in any workweek, the Client shall pay at the rate of 1.5 times the regular rate agreed in Exhibit A, the same is applicable for the hours worked during the holidays.
As per the laws of the State of California, the hours worked more than 8 hours in a workday shall be considered overtime hours and shall be paid at the rate of 1.5 times the regular rate of pay. The hours worked over 12 hours in a workday or over 8 hours on the seventh consecutive day of work in a workweek are eligible for double-time pay. Double-time pay is 2 times the regular rate of pay. The same terms are applicable for the hours worked during the holidays.

17) MEAL PERIODS & REST BREAKS: The laws of the meal period and rest breaks of the State wherein the services are performed by the Consultant shall apply to the Client. For the employees/personnel of the Consultant working in the State of California, an Off-duty meal period of 30 minutes shall be provided on each workday to those who are working for more than 5 hours of work shift in a workday, and such meal break shall be given before the end of the fifth hour of the work shift. And, a second Off-duty meal break shall be provided to those who are working for more than 10 hours of work shift in a workday, before the end of the tenth hour of the work shift. Also, an uninterrupted rest period of 10 minutes shall be provided for every 4 hours of work performed by the personnel/employee of the Consultant and such 10-minute rest break shall be a paid break and the Client is liable to pay for such rest break to the Consultant.

18) INDEPENDENT CONTRACTOR STATUS: While engaged in the performance of this Agreement, all Consultant's personnel shall be classified as independent contractors and shall not be officers, agents, or employees of the Client.

19) CONFIDENTIALITY: Consultant agrees to maintain the confidentiality of any Client student information it receives, subject to applicable law and/or regulation, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

20) SEVERABILITY: In the event that a court finds that this or any other portion or paragraph in this Agreement violates in whole or in part the public policy or law of any state, said paragraph(s) shall be stricken by the court or modified to reflect legality and enforceability of the paragraph and in no instance shall a defective paragraph result in a penalty against the Company nor in the termination of the other provisions of this Agreement.

21) EXHIBITS: All Exhibits and Schedules referred to in and attached to this Agreement are incorporated in this Agreement by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

ATX Learning

22) INSURANCE: Consultant shall procure and maintain at all times it performs any portion of the Agreement the following insurance with minimum limits equal to the following amounts indicated below:

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Workers' Compensation Insurance	Statutory Limits
Employer's Liability Insurance	$ 1,000,000
Abuse and Molestation Insurance	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000

Consultant shall not commence performing any portion of this Agreement until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to Client and approved by Client.

23) LIMITATION OF LIBAILITY: Other than as provided in this Agreement, Client's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall Client be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

24) DISPUTES: In the event of a dispute between the parties as to performance of this Agreement, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of this Agreement, but will allow determination by the court of the State of California, in San Joaquin County, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of California Government Code as a condition precedent to Consultant's right to bring a civil action against Client.

25) FINGERPRINTING: The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of this

Agreement. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees or agents on a school site:

a. All site visits shall be arranged through Client;

b. Consultant and Consultant's employees or agents shall inform Client of their proposed activities and location at the school site, allowing Client time to arrange site visits without a disruption to the educational process;

c. Consultant and/or Consultant's employees or agents shall check in with the school office each day immediately upon arriving at the school site;

d. Once at such location, Consultant and Consultant's employees or agents shall not change locations without contacting the Client;

e. Consultant and Consultant's employees or agents shall not use student restroom facilities; and

f. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

At all times the Consultant shall be deemed to be independent and is not authorized to bind the Client to any contracts or other obligations, or to state or imply that it or its employee or independent contractor is an employee or authorized representative of the Client, or to utilize the Client's letterhead or logo without the prior consent of the Client. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and Client agree to comply with each of the following factors as is necessary to maintain independent-consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	For performing the services, the Client shall furnish the description and specifications of the services and prescribe the instructions, to the Consultant's Personnel on the first day of the Job or from time to time, if required.
TRAINING/SUPERVISION	Consultant's Personnel shall be under the supervision of the Client and the client shall provide the necessary training for the adequate performance of the services.
WORK NOT ESSENTIAL TO CLIENT	The Client's success or continuation does not depend on the services of the Consultant.
JOB LOCATION	Client shall provide the location of the school/institute/facility where the services are required to be performed.
TOOLS & EQUIPMENT	Client shall provide the necessary tools and equipment, within the premises of the job location, to the consultant's personnel for performing the services. Consultant or their personnel are not allowed to use their own tools and equipment.
SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public after school hours.

PROGRESS REPORTS	The Consultant will be required to make a progress report.

UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. The Client's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

CLIENT AUTHORIZED REPRESENTATIVE:	CONSULTANT:
Signature: _____	Signature: _____
Date Signed: _____	Date Signed: 05/14/2025
Branch / Dept.: _____	Title: President
Address: _____	Company Mailing Address:
_____	10821 Red Run Blvd, #407, Owings Mills, MD 21117
Phone / Fax: _____	Phone: 800-846-5120 x 103, Fax: (512) 212-1338
E-Mail Address: _____	E-Mail Address: info@atxlearning.com

Space intentionally left blank. Continue at the next page.

ATX Learning

EXHIBIT – A
Assignment Confirmation

Personnel Name:	N.A.
Services:	Special Ed. Related Services
Hourly Rate for Services:	Specified in the attached Rate list
Overtime/Holiday Rate:	($Rate x 1.5)
Mileage Reimbursement:	Billed at current IRS mileage reimbursement rate for transportation between school sites.
Contract Term:	School Year 2025-2026
Assignment Start Date:	TBD
Assignment End Date:	TBD
Number of Days:	N.A.
Guaranteed Billable Hours:	N.A.
Cancellation Notice:	20 Days
Not to Exceed Amount:	_____

***All the overtime/holiday hours worked shall be paid at $ time and one half (1.5).**

District Business Services Contact:	
District Sp Ed Contact:	

Billing Information

Billing Address:	
Billing Telephone Number:	
Billing Contact Info:	
Billing Email Address:	

ATX Learning

Timesheet Approving Authority

Name:	**Jason Davis**
Title:	**Director of Special Education**
E-mail Address:	**jdavis@tusd.net**
Phone Number:	**(209) 830-3270**

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

I certify to the Client's governing board that I am familiar with the facts herein certified, and I am authorized and qualified to execute this certificate on behalf of Consultant. I certify that Consultant has taken or will take the following actions with respect to the Agreement:

> Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all of Consultant's employees, agents, interns, and representatives and all of its consultants', contractors' or subcontractors' employees who may interact with Client's pupils during the Term of the Agreement without Client's pupils being under the immediate control and supervision of a Client employee or with a pupil's parent/guardian, and the California Department of Justice has determined that none of those employees, interns, agents or representatives has been convicted of a felony, as that term is defined in Education Code section 45122.1.

A complete and accurate list of Consultant's employees, agents, interns, and representatives and of all of its consultants', contractors', and subcontractors' employees who may have contact with Client's pupils during the Term of the Agreement is attached hereto.

Consultant's responsibility for criminal background clearance extends to all of its employees, agents, interns, representatives, consultants, contractors, subcontractors, and employees of each who will interact with Client's pupils that are not under the immediate control and supervision of Client's employees or a pupil's parent or guardian, regardless of whether they are designated as employees or acting as independent contractors of Consultant. Consultant shall not allow any person for whom Client has not received satisfactory written verification of compliance to interact with Client's pupils whether on or off Client property for any purpose related to or arising out of this Agreement.

Consultant: _____ Date: _____

Signature: _____

Print Name: _____

ATTACHMENT
List of Consultant Employees/Agents

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

If further space is required for the list of employees/interns/agents, attach additional copies of this page.

[END OF DOCUMENT]

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 11, 2025
SUBJECT: **Ratify Agreement for Contract Services with 3Chords Inc. and Therapy Travelers LLC, Collectively DBA Epic Special Education Staffing Services for the 2025-2026 School Year**

BACKGROUND: Board approval is requested to contract with 3Chords Inc and Therapy Travelers LLC, Collectively DBA Epic Special Education Staffing. The District's Special Education administration would like to contract with 3Chords Inc and Therapy Travelers LLC, Collectively DBA Epic Special Education Staffing for the 2025-2026 school year to provide staffing pursuant to students IEP. Ratification is needed due to contracting staff needed to provide student support per 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 $1,320,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Contract Services with 3Chords Inc and Therapy Travelers LLC, Collectively DBA Epic Special Education Staffing Services for the 2025-2026 School Year.

Prepared by: Jason Davis, Special Education Director.

Docusign Envelope ID: 22DAC37F-F971-4760-9152-54F92D777BB0



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 3Chords Inc and TherapyTravelers LLC collectively DBA Epic Special Education Staffing (each, a "Company Party" and, together, "Epic Special Education Staffing", herein referred to as ESES), 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 ESES 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, ESES will provide the services of one or more SpecialEducation Professional Associates (each an "Associate") on request from the Client on an as needed and as available basis (the "Services"). ESES will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If ESES 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. ESES 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 ESES, Associate, and Client.

The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to ESES 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. ESES 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) ESES 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 ESES, 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 ESES, pursuant to this Agreement, shall perform all Services as an independent contractor to the Client and not as an employee, agent, partner, or ventureparticipant 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 ESES, 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 ESES typically checks Associates' references only by posing specific questions to certain past employers regarding skills and work history before placing an Associate on assignment. ESES typically conducts a limited background check but does not engage in any additional verification process (e.g., ESES 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. ESES 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 ESES 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, checks or 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 otherelectronic devices, software or network equipment owned or licensed by the Associate.

(e) The Client agrees to provide safe working conditions and will orient all ESES 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 beperformed under a government contract or subcontract, the Client will notify ESES immediately: (1) of any obligations in the government contract or subcontract relating to wages, and (2) if ESES is legally required to initiate E Verify verification procedures for any

Associate. ESES reserves the right to re-assign any assigned Associate. The Client further agrees that it is fully responsible for, and that ESES 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 ESES 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. ESES will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. ESES 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 ESES' costs of collection, including reasonable attorney's fees, whether legal action is initiated. Additionally, ESES may, at its option, charge interest on any overdue amounts at arate 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) ESES 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. ESES 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 ESES 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. Associate 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: Epic Special Education Staffing
PO Box 840053
Los Angeles, CA 90084

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 payableif 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 (35%) of the Associate's annual total compensation, including bonuses (the "Conversion Fee"). The Client will pay the Conversion Fee to ESES 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. ESES 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 ESES 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 ESES Associate accepts the offer (in writing, verbally, or otherwise). ESES will bill Client for the Conversion Fee after the ESES 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 ESES, that Associate immediately ceases to be an independent contractor with respect to Client, ESES 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 ESES 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 ESES 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, ESES will offer a replacement courtesy for that candidate. ESES 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 ESES outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by ESES 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. ESES 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 ESES. A cancellation fee equal to the scheduled hours for any shift cancelled is payable to ESES for all cancellations made with notice less than twenty (20) in-session school days (i.e. Associate business working days). For assignments ESES 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 ESES, 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 ESES and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination if ESES 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
ESES:	Epic Special Education Staffing 2041 Rosecrans Avenue Suite 245 El Segundo, CA 90245

10. **Insurance, Indemnification and Limitation of Liability**

(a) ESES 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, ESES 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, ESES 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 ESES' 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 ESES or its officers, employees, or authorized agents in the discharge ofthose duties and responsibilities.

(c) To the extent permitted by law, the Client will defend, indemnify, and hold ESES 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 ESES, the Client is entitled to recover damages from ESES. Regardless of the basis on which the Client is entitled to claim damages from ESES (including fundamental breach, negligence, misrepresentation, or other contract or

tort claim) ESES' 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 ESES 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 inure to 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, includingdamages 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 anyother 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 inaccordance 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 hasthe 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 the President of Epic Special Education Staffing, 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.

"Epic Special Education Staffing"

TherapyTravelers LLC

DocuSigned by:
By: Carol Cheney 2/25/2025 | 8:59:12 AM PST
22D2D10C6B8842F...

Carol Cheney, President

3Chords Inc.

DocuSigned by:
By: Carol Cheney 2/25/2025 | 8:59:12 AM PST
22D2D10C6B8842F...

Carol Cheney, President

"Client"
Tracy Joint Unified School District

By:_____

Name, Title: _____

Docusign Envelope ID: 22DAC37F-F971-4760-9152-54F92D777BB0

EPIC SPECIAL EDUCATION STAFFING™

Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement - Exhibit A") is entered into on (date) by and between 3Chords Inc and TherapyTravelers LLC collectively DBA Epic Special Education Staffing and (Client) collectively referred to herein as "the Parties." **The Parties agree to the below:**

Therapist Name:		Assignment Dates:
District Name and Address:		Schedule:
District Telephone Number:		Hours Per Week:
District Department Director Name:		Estimated Caseload:
Billing Address:		Approved Time Off:
Billing Telephone Number:		Bill Rate:
Billing Contact Info:		Overtime/Holiday Rate:
Billing Email Address:		*Mileage Reimbursement:
Timesheet Approver Email Address and Name:		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 Epic Special Education Staffing 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 Epic Special Education Staffing and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through Epic Special Education Staffing and Client agrees to pay a conversion fee of 35% of the subject Therapist's annual salary as liquidated damages to Epic Special Education Staffing within 30 days of being invoiced for the same. Contract conversion terms available upon request.

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 Epic Special Education Staffing Master Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the Epic Special Education Staffing Master Services Agreement, the terms of the Epic Special Education Staffing 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 Epic Special Education Staffing, or (ii) five (5) business days prior to the start of such 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. ESES 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 ESES are employees, agents, contractors or subcontractors of ESES and not of the Client. The Client shall not be obligated in any way to pay any wage claims or other claims made against ESES by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

(b) ESES 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 ESES herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by Client. 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, ESES 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 ESES and/or its employees.

(d) ESES agrees to hold harmless and to indemnify Client for: Any injury to person or property sustained by ESES or by any person, firm or corporation employed directly or indirectly by ESES 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 ESES, or any person, firm or corporation directly or indirectly employed by ESES under this Agreement, and ESES 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 herein provided shall be construed to require ESES 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 ESES's liability to Client exceed (a) for Temporary Services, the fees received by ESES 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: July 16, 2025
SUBJECT: **Ratify Service Agreement with Paradigm Healthcare and Special Education for the 2025-2026 School Year**

BACKGROUND: Paradigm is engaged in the business of providing software services and school-based claiming services to local education agencies, local government agencies, school districts, County offices of education, and local education consortia within the State of California. Ratification is needed at this time due to software services starting before the board meeting date.

RATIONALE: Paradigm provides a site database for effective service tracking and implementing training for best practices in LEA medical billing.

FUNDING: Expenses for 2025-2026 school year related services will not exceed $40,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Service Agreement between Paradigm Healthcare and Special Education for the 2025-2026 School Year.

Prepared by: Jason Davis, Director of Special Education.

paradigm | healthcare

SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into as of the 1st day of July 2025 between Paradigm Healthcare Services, LLC, a California Limited Liability Company ("Paradigm") and Tracy USD, a Local Education Agency ("Client"). This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2028 ("Initial Term") subject to the termination provisions set forth in Paragraph, "Termination." Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase "Term of the Agreement" shall refer to the Initial Term and any subsequent renewal period. The phrase "Fiscal Year" as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

RECITALS

Paradigm is engaged in the business of providing software services and school-based claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in in the attached Statements of Work and Terms of Service.

STATEMENT OF WORK
LEA BILLING CLAIMS MANAGEMENT SERVICES

Program Implementation Services

1. Paradigm will assist Client with all start-up documentation and any renewal agreements required by the California Department of Health Care Services ("DHCS") to enroll Client as a Medi-Cal Provider, and establish Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.
2. Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

Training and Materials

1. Paradigm will provide training to Client's program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client's LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.
2. Paradigm will provide Client personnel with all necessary training materials containing a detailed review of the rules and regulations governing the LEA Billing program. At Client's request Paradigm will also make available its proprietary "provider forms" for use in documenting the delivery of healthcare services.

Interim Claims Preparation and Submission

1. Eligibility. Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.
2. Claims Submittal.
    2.1. Paradigm will make reasonable efforts to submit each LEA Medi-Cal billing claim eligible for submission pursuant to California law or regulation within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.
    2.2. Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client's behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied or reduced due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials or reductions. Client acknowledges that such denials are inherent in the LEA billing process, and will not constitute a breach of Paradigm's obligations under this Agreement. Client's sole

and exclusive remedy for any such denial or reduction in reimbursement is to request that Paradigm re-bill such claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any denial or reduction in reimbursement to Client for healthcare or administrative services.

2.3. Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.

3. Review and Resubmittal. Paradigm will monitor the submittal and payment process, review denials, suspensions, and holds, as reported by DHCS, and make reasonable efforts to resolve any challenged Client reimbursement claim.
4. Management Reports and Program Analysis. Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client, but in any event shall occur no less frequently than quarterly.

Coordination with Client

1. Information Sharing. Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.
2. Audit and Site Visit Support. Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.
3. Paradigm Technologies Software. Paradigm will make available its proprietary web-based software to assist Client Program Coordinator(s) with managing the FERPA parent consent status of students, provider profiles, and service authorizations. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

Client's LEA Billing Claims Management Service Obligations

1. Program Coordinator(s). Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.
2. Provider Logs. Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.
3. Student Data. Upon commencement of the Agreement and monthly thereafter, Client will provide Paradigm with a file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.
4. Official RMTS Participant Roster (TSP). On the last day of the first month of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP List in the California State RMTS manual).

LEA Billing Claims Management Services Fees

1. Standard Fee Per Approved Service. Paradigm fees for Client LEA Billing claims submitted or originating during the Term of the Agreement will consist of a standard fee for each claimed service that DHCS approves for interim reimbursement ("Interim Approved Claim"). The schedule of Paradigm's standard fees for Interim Approved Claims is set forth in the attached Standard Fee Schedule subject to adjustment in accordance with the terms of following paragraphs.
2. Effect of Increase in Reimbursement Rates. In the event the Federal Medical Assistance Percentage (FMAP) increases or decreases, or DHCS increases or decreases the reimbursement rates to Client for any LEA Billing service interim claim during the Term of this Agreement, Paradigm's standard fee for such services will simultaneously and without requirement of prior notice to Client increase or decrease by the same percentage as the percentage DHCS increase or decrease.
3. Cap on Paradigm Fees. Paradigm's fees for LEA Billing Claims Management Services in any Fiscal Year will be capped according to the dollar value of Client's Interim Approved Claims. Notwithstanding any other provision, the total fees payable to Paradigm based on Interim Approved Claims during any Fiscal Year will not exceed 7% of the dollar value of Interim Approved Claims. This cap on fees for LEA Billing Claims Management are discounted as part of a bundled offering with the licensing of our software, Student Health Network (SHN), acknowledging the integrated value of our services.
4. Application of Fiscal Year Limits. For purposes of computing Paradigm's fees and fee caps for LEA Billing Claims Management Services, the date of an Interim Approved Claim will be the warrant date of the Remittance Advice Details ("RAD") issued by DHCS granting interim approval of the claim, regardless of when the claim originates or is submitted by Paradigm to DHCS for payment, and regardless of when or whether Client receives payment for the approved claim by DHCS. Paradigm will invoice Client monthly based on Interim Approved Claims identified in DHCS RADs.
5. Approval of Interim Approved Claims After the Termination of the Agreement. Nothing in this Agreement shall constitute a limitation or waiver of Paradigm's entitlement to receive fees based on Interim Approved Claims submitted pursuant to this Agreement whose date of interim approval is after the termination of this Agreement. Paradigm will prepare and submit to DHCS for reimbursement all Client LEA Billing claims arising from services provided by Client prior to termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval of such claims or part thereof by DHCS. Such claims for reimbursement shall be documented and submitted to Paradigm for submittal to DHCS within six (6) months after the earlier of expiration or termination of this Agreement.
6. Substitution of Alternative Methodology and/or Fee Terms. In the event that any LEA Billing fee arrangements or and part thereof are or become inconsistent with applicable federal or state laws or regulations, or court order, or that any time survey methodology other than RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

Standard Fee Schedule - LEA Billing Claims Management Services

"Max Interim $s to Client" below lists the maximum interim claim value per unit, according to *current* Medi-Cal reimbursement rates, when performed by a qualified provider; however, not all interim claims will be reimbursed at these rates. Paradigm's fees for Interim Approved Claims will be capped, not to exceed 7% of the dollar value of Interim Approved Claims. This cap on fees for LEA Billing Claims Management are discounted as part of a bundled offering with the licensing of our software, Student Health Network (SHN), acknowledging the integrated value of our services.

Provider Type	Service	Max Interim $s to Client	Paradigm Standard Fee
Audiology	Treatment	$ 110.03	$ 13.20
LVN, PHN, RN	Treatment	$ 26.75	$ 3.21
LVN, PHN, RN	Assessment	$ 187.27	$ 22.47
School Nurse	Assessment	$ 187.27	$ 22.47
School Nurse	Treatment	$ 107.00	$ 12.84
Health Aide	Treatment	$ 11.41	$ 1.37
Occupational Therapy Assistant	Treatment	$ 43.37	$ 5.20
Occupational Therapist	Assessment	$ 294.02	$ 35.28
Occupational Therapist	Treatment	$ 96.98	$ 11.64
Assoc. MFT / Assoc. SW	Assessment	$ 11.41	$ 1.37
LCSW / LMFT	Assessment	$ 27.70	$ 3.32
Credentialed School Counselor / Social Worker	Assessment	$ 25.70	$ 3.08
School Psychologist / LEP	Assessment	$ 664.76	$ 79.77
Assoc. MFT / Assoc. SW	Treatment	$ 45.64	$ 5.48
Credentialed School Counselor / Social Worker	Treatment	$ 102.80	$ 12.34
LCSW / LMFT	Treatment	$ 102.80	$ 12.34
School Psychologist / LEP	Treatment	$ 110.80	$ 13.30
Physical Therapist	Assessment	$ 293.87	$ 35.26
Physical Therapist	Treatment	$ 81.63	$ 9.80
Physical Therapy Assistant	Treatment	$ 36.52	$ 4.38
Speech-Language Pathologist	Assessment	$ 150.12	$ 18.01
Speech-Language Pathologist	Treatment	$ 94.77	$ 11.37
Speech Pathologist Assistant	Treatment	$ 38.04	$ 4.56
Optometrist	Assessment	$ 8.92	$ 1.07
Registered Dietician, Respiratory Therapist	Assessment	$ 26.75	$ 3.21
Registered Dietician, Respiratory Therapist	Treatment	$ 26.75	$ 3.21
O&M Specialist	Assessment	$ 25.52	$ 3.06
O&M Specialist	Treatment	$ 25.52	$ 3.06
Programs Specialist	Treatment	$ 26.75	$ 3.21
Transportation		$ 18.54	$ 2.22

STATEMENT OF WORK
CRCS PREPARATION & SUBMISSION SERVICES

Paradigm's CRCS Preparation & Submission Services

1. RMTS Participant Roster and Fiscal Data Processing. Paradigm will assist Client in processing the quarterly RMTS participant roster (referred to as the TSP List in the California State RMTS manual) and fiscal information needed to complete the annual Cost and Reimbursement Comparison Schedule ("CRCS") Workbook for each Fiscal Year applicable to the Term of the Agreement.
2. Medi-Cal Eligibility Ratio. Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and calculate the Medi-Cal Eligibility Ratio within limits imposed by the DHCS. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder.
3. CRCS Workbook Preparation. Paradigm will compile all required data (including the Random Moment Tine Study Results) as provided by Client and prepare the annual CRCS Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.
4. CRCS Workbook Submission. Paradigm will coordinate the submittal of the CRCS Workbook to DHCS and provide information as requested by DHCS (including financial bridging documents and LEA eligible services "Production Log") as related to the CRCS Workbook prepared by Paradigm.
5. Audit Support. Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a CRCS Workbook audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party (including preparing financial bridging documents and LEA eligible services "Production Log").

Client's CRCS Obligations

1. Fiscal Data Submittal. Client will submit to Paradigm, in a format specified by Paradigm, all fiscal elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of each Fiscal Quarter for which the CRCS Workbook is to be submitted.
2. Official RMTS Participant Roster (TSP List). On the first day of the fiscal quarter, and again once the list has been re-certified by Client's Regional Agency. Client will submit to Paradigm the official RMTS participant roster.
3. Data Processing & CRCS Submittal. Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of CRCS Preparation and Submission Services hereunder. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the CRCS Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims.

CRCS Preparation & Submission Services Fees

1. CRCS Workbook Fees. The fee for each CRCS Workbook prepared during the Term of the Agreement will be equal to the lesser of: (i) $150.00 per employee or contractor used in the final calculation of "Total Net Personnel Costs" as reported on Worksheet A, or (ii) 1% of the "Total Medi-Cal Maximum Reimbursable Cost." Paradigm will invoice Client for CRCS Services upon completion of each CRCS Workbook.
    1.1. Client acknowledges that CRCS Workbooks will be audited, and the extent of the audit is determined by DHCS. Client also acknowledges that adjustments will be made to the CRCS Workbook as a result of the audit, and these adjustments are inherent in the CRCS process. Client acknowledges that any audit adjustments will not constitute a breach of Paradigm's obligations under this Agreement or limit Paradigm's entitlement to receive fees for CRCS Services pursuant to this Agreement.
    1.2. In the event that any CRCS fee arrangements, or and part thereof are or become inconsistent with applicable federal or state laws or regulations, or court order, or that any time survey methodology other than RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

CRCS Termination

Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's CRCS Services by written notice sent no later than sixty (60) days prior to the end of any Fiscal Year for which the CRCS Services would otherwise be provided under this Agreement.

STATEMENT OF WORK
SOFTWARE AS A SERVICE

Software as a Service

1. Features & Services. Paradigm will provide access to Client and Client's authorized users its Software, Student Health Network ("SHN"), including at Client's option, add-on features and services (hereinafter referred to as "Features"), as noted in the Software Features & Fee Schedule. Access to any Paradigm Software requires acceptance of a separate, no-fee Online Software License Agreement found at Paradigm's website.
2. Changes to Features. Paradigm reserves the right to make changes to Features that it determines necessary or useful to: (1) maintain or enhance the quality or delivery of Features to Client, (2) maintain or enhance Software and Feature performance, and (3) comply with applicable law and Medicaid claiming policies.

Coordination with Client

1. Support. Paradigm will provide a Care Center available for the use of Client and all Client's authorized users. The Care Center is accessible via toll-free phone and email during normal business hours.
2. Software Coordinator(s). Client will make available designated personnel to assist with the implementation of Paradigm's Software, and coordinate with Client's individual end users.
3. Authorized Users. Client shall be responsible for managing access to the Software and Features by its authorized users. The Client shall have the right to grant and revoke access to the Software and Features to its authorized users as it deems appropriate. The Client shall ensure that its authorized users comply with the terms and conditions of this Agreement.
4. Student Data. Upon commencement of the Agreement and monthly thereafter, Client will provide Paradigm with a file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

Software Fees

1. Fees for Software and Features are detailed in the attached Software Features & Fee Schedule.
2. Client will be invoiced as follows:
    - 2.1. Setup Fees and Maintenance Fees. If applicable, Setup Fees will be invoiced within 30 days of activation of Feature and will be due and payable within the thirty (30) days of the invoice date. Maintenance Fees, if applicable, will be due and payable on an annual basis, invoiced on July 1st of each remaining Fiscal Year during the Term of Agreement after the year in which Setup Fees were paid.
    - 2.2. Annual License Fees. Annual License Fees are applicable to each Fiscal Year during the Term of the Agreement. Annual License Fees will be assessed each July 1 and divided into equal monthly installments for the duration of the Fiscal Year. Each monthly installment will be due and payable within thirty (30) days of the invoice date. If a Feature with Annual License Fees is activated in the middle of a Fiscal Year, the Annual License Fee will be prorated for the remaining months until the next July 1, and will be divided into equal monthly installments for the remaining duration of the Fiscal Year.
    - 2.3. If client does not pay any amount due within 60 days, Paradigm reserves the right to terminate Client access to Features.

Software Features & Fees Schedule

	Price	Multiplier	Unit Basis	Discount	Contract Term	Total
Student Health Network - Basic EHR	**$3.00** per year	14444	enrolled students	50 %	3 year	**$21,666.00** per year

Basic EHR features allowing providers to document screenings, assessments, treatments, and consultations; rate basis is total student enrollment; annual fees apply to each school year during the Term, divided into equal monthly installments

Recurring Discount	$64,998.00
Initial payment	**$21,666.00**
Total Value	$64,998.00

TERMS OF SERVICE

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

1. **Retention.** Client hereby retains Paradigm and grants it the exclusive right to perform the services described in the Statement(s) of Work subject to the terms and conditions set forth below.
2. **Protection of Confidential Information.**
   2.1. Definitions.
      2.1.1. "Client Confidential Information" shall mean all information in whatever form that Client provides or authorizes to be provided to Paradigm in connection with the services rendered under this Agreement and that at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) constitutes protected health information, personal information, or student or pupil information, as defined by any federal or state laws or regulations, including but not limited to the Family Education Rights Privacy Act (FERPA), 20 U.S.C. §1232g, et al., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, and the California Education Code (including §49073.1); (iii) is governed by the terms of a Data Use Agreement (DUA) between Client and DHCS or its designated third-party administrator ("TPA"); (iv) is otherwise disclosed under circumstances of confidence; or (v) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Client Confidential Information shall include all Client student healthcare data and other student information, and all Medi-Cal and claims-related data files received by Paradigm as Client's designated custodian. Confidential Information shall not include any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure based on information received from a source other than Client, or is rightfully received or independently developed by Paradigm after disclosure.
      2.1.2. "Paradigm Confidential Information" shall mean all information in whatever form that Paradigm provides or authorizes to be provided to Client in connection with the services rendered under this Agreement and that, at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Paradigm's Confidential Information shall include all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, know-how related to making eligibility determinations, and data and results derived from the foregoing, except to the extent such Confidential Information is set forth in this Agreement, which is a public record.
      2.1.3. "Confidential Information" shall mean Client Confidential Information and Paradigm Confidential Information.

2.2. Protection of Confidential Information.

2.2.1. Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature, but in any event no less than the measures governing protection, maintenance, disclosure, retention and destruction of Confidential Information subject to the terms of any DUA between Client and DHCS, or DHCS's designated TPA and any applicable federal or state laws or regulations.

2.2.2. Paradigm represents that all its employees who work with Confidential Information provided by Client under this Agreement: (i) have received regular training in data security procedures and federal and state laws and regulations applicable thereto; (ii) have reviewed Paradigm's written data security policies and procedures; and (iii) have signed an agreement to be bound by the confidentiality terms contained in this Agreement.

2.2.3. Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors to the extent permitted by law and provided that such employees and independent contractors: (i) have a need to access such Confidential Information for purposes of fulfilling the party's obligations hereunder; (ii) have been informed of the confidentiality provisions of this Agreement; and (iii) have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

2.2.4. Each party will promptly notify the other of any misuse, unauthorized disclosure, or unauthorized access to Confidential Information, and shall reasonably assist the other in responding to such a breach in accordance with all applicable federal and state laws and regulations. Paradigm will designate a Security Coordinator who shall serve as a first point of contact between Client and Paradigm for matters relating to the management and protection of Client Confidential Information.

2.3. Ownership and Use of Client Confidential Information. Client Confidential Information provided to Paradigm under this Agreement continues to be the property of, and under the control of, Client, and will not be used for any purpose other than the requirements of this Agreement. Without limiting the foregoing, Paradigm will not use personally identifiable student information for commercial or advertising purposes. Nothing in this Agreement shall prohibit Paradigm from using student or other Client Information with all personal identification removed for purposes of training, research, or other activities designed to enhance the services provided to Client and to other Paradigm Clients receiving LEA Billing, MAA services, or CYBHI Fee Schedule Services provided that and to the extent such use is consistent with applicable federal and state laws and regulations.

2.4. Review and Correction. Client represents that it maintains a procedure by which parents, legal guardians, and eligible students can review student records and correct erroneous information; Paradigm does not interact

directly with parents, guardians or students, but will cooperate with Client as necessary to allow for the review and correction of student records.

2.5. Retention of Confidential Information.

2.5.1. Paradigm certifies that it will only retain Client's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Paradigm in its reasonable discretion will either destroy all Client Confidential Information in a secure manner or return this Information to Client. Paradigm will confirm in writing its disposition of all Client Confidential Information within five business days of such action.

2.5.2. Client represents that it will only retain Paradigm's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Client will return this Information to Paradigm and confirm such disposition of Paradigm Confidential Information within five business days thereafter.

2.6. Lawful Disclosure. This Paragraph shall not be construed as prohibiting either party from disclosing the other's Confidential Information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligation and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure within the time permitted by law.

2.7. Statutory Compliance. A description of Paradigm's procedures to ensure the security and confidentiality of Client Confidential Information in accordance with the terms of this Agreement and all applicable state and federal laws and regulations is incorporated by reference herein, and is available for inspection by Client upon request. The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's current practices with respect to Client Confidential Information comply with FERPA requirements, and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement. The parties also acknowledge that they have made best efforts to ensure that this Agreement complies with the requirements of California Education Code §49073.1.

2.8. Continuing Obligations. The obligations contained in this Section, "Protection of Confidential Information," shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

3. **Accuracy of Information**.

3.1. Client Efforts. Client will make reasonable efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness, and accuracy of all information supplied to Paradigm.

3.2. Paradigm Efforts.

3.2.1. Client acknowledges that Paradigm is not providing Client with legal, medical, or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

3.2.2. If Paradigm is uploading historical records to its Software, Client assumes sole responsibility for the accuracy of historical data, and Paradigm shall have no liability for the truth, completeness, and accuracy of all information supplied to Paradigm.

4. **Limitation of Liability.**

4.1. In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action.

4.2. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the one (1) year period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action, or amount of the alleged losses.

5. **Licenses and Permits**. Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement; (b) Client will maintain such licenses in full force and effect during the Term of this Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

6. **Late Fees**. Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm's gross income).

7. **Indemnification**.

7.1. Client's Indemnification Obligations. Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses, including reasonable attorneys' fees and costs (collectively "Claims"), to the extent arising from Client's negligence, gross negligence, or intentional misconduct in the course of Client's discharge of its obligations under this Agreement, including without limitation: (i) breach of any provisions of this Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits, or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph, "Paradigm's Indemnification Obligations."

7.2. Paradigm's Indemnification Obligations. Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all Claims to the extent such claims arise from Paradigm's negligence, gross negligence, or intentional misconduct in the course of performing services

under this Agreement. Notwithstanding the foregoing, Paradigm shall not be required to indemnify Client hereunder to the extent that Client is obligated to indemnify Paradigm pursuant to the preceding paragraph, "Client's Indemnification Obligations."

7.3. The indemnification rights set forth in this Section, "Indemnification," are conditional on the following: (i) the party seeking indemnification (each an "Indemnified Party") shall provide prompt written notice of any Claim as to which indemnification is sought to the party from whom indemnification is sought (the "Indemnifying Party"), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying Claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying Claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such Claim with counsel of its own selection at its own expense.

8. **Termination**.

8.1. For Cause. Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees, within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

8.2. Without Cause. The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.

8.3. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

8.3.1. Payment for Services Completed. All fees Client owes to Paradigm for services provided prior to expiration or termination shall immediately become due and payable upon receipt of an invoice from Paradigm.

8.3.2. Confidential Information. Client shall, upon request, return or destroy, at Paradigm's option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.

8.4. Survival of Terms. All provisions of this Agreement which by their express terms extend beyond expiration or termination of this Agreement or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: "Protection of Confidential Information," "Limitation of Liability," "Indemnification," "Termination," "Paradigm Proprietary Rights," and "Miscellaneous."

9. **Paradigm Proprietary Rights**. Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm's Confidential Information (as defined above), and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the

extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of services under this Agreement shall give Client any ownership interest in or license to any of Paradigm's intellectual or other property.

10. **Miscellaneous.**

10.1. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by email if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the address set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by email, three business days after the date of mailing of by first class mail, certified or registered mail, provided that notice received on holidays, weekends or nights will be effective at 9:00 a.m. on the next business day.

10.2. Relationship. It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.

10.3. Governing Law. This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.

10.4. Severability. If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.

10.5. Arbitration. Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of JAMS in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by JAMS from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.

10.6. Other Remedies. The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

10.7. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

10.8. Entire Agreement; Amendment. This Agreement, the online Software License Agreement, and Paradigm's Website Policies constitute the entire agreement between Client and Paradigm, superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing duly approved and signed by both parties.

10.9. Assignment. Neither party shall assign or transfer this Agreement without the consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.

10.10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees, and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.

10.11. Counterparts. This Agreement may be executed in any number of faxed, scanned, or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

SIGNATURES

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

Paradigm Healthcare Services, LLC

Constance Laflamme

2025-04-11

Constance Laflamme, Owner/CEO
1225 4th Street, #363
San Francisco, CA 94158
Tel (415) 616-0920
claflamme@paradigm-healthcare.com

Tracy USD

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 17, 2025
SUBJECT: **Ratify Agreement with SPG Therapy & Education to Provide Staffing Services for the 2025-2026 School Year**

BACKGROUND: Board approval is requested to contract with SPG Therapy & Education. The District's Special Education administration would like to contract with SPG Therapy & Education for the 2025-2026 school year to provide a Speech & Language Pathologist (SLP). Ratification is needed at this time due to contracted staff attending orientation prior to the date of the scheduled board meeting.

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 $220,000.00. 25Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Contract Services with SPG Therapy & Education to Provide Staffing Services for the 2025-2026 School Year.

Prepared by: Jason Davis, Director of Special Education.

SPG Therapy & Education, PC dba SPG Therapy & Education

2021 Ygnacio Valley Rd, C-103
Walnut Creek, CA 94598
Phone (925) 945-1474 Fax (925) 945-1768

AGREEMENT BETWEEN
Tracy Unified School District
AND
SPG Therapy & Education

THIS AGREEMENT is effective July 1, 2025, by and between the **Tracy Unified School District** (hereinafter "District") and **SPG Therapy & Education,** (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. **Performance of Services:**
   a. Contractor agrees to perform the services described on "Addendums A, B, C, D, E, F and/or G" (hereinafter "Services") of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials and tools, necessary for the performance of the Services.

   b. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. **Compensation & Terms for Payment**: Contractor shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the Contractor detailing dates/hours of services provided. Contractor shall submit said demands for payment for services rendered no later than thirty (30) days from the end of the month in which said Services were actually rendered. District shall make payment in an amount equal to the number hours of service provided multiplied by the agreed upon hourly rate within thirty (30) days of receipt of an undisputed invoice. The total amount owed to Contractor by District shall not exceed Two Hundred Twenty Thousand Dollars, ($220,000.00).

3. **Contract Term and Termination:** This Agreement will become effective on July 1, 2025. This Agreement will terminate upon the completion of the Services (as stated in addendums A (Speech) and/or B (Behavior) and/or C (Psychological Services) and/or D (Occupational Therapy Services) and/or E (Physical Therapy Services) and/or F (Mental Health) and/or G (Education) or when terminated as set forth below.
   a. Either party may terminate this Agreement at any time without cause by giving twenty (20) days written notice (as referenced in number 4 of this contract) to the other party. Contract changes, amendments or cancellations must be communicated directly with Contractor's President. *As a professional courtesy, please do not discuss contract changes, costs, or pending employment changes with contractor's employees. The Contractor will inform its' employees of changes or cancellations to the contract.*

4. **Notice:** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or fax transmission with verbal confirmation of receipt, addressed as follows:

DISTRICT

Special Education
Department

Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376
Phone: (209) 830-3270
Fax: (209) 830-3274

CONTRACTOR

SPG Therapy & Education
2021 Ygnacio Valley Rd, C-103
Walnut Creek, CA 94598
Phone: (925) 945-1474
Fax: (925) 945-1768
Tax ID# 94-3290122

Any notice personally given or sent by certified mail or fax transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

5. **Relationship of the Parties:** Please note that all Contractors' employees are employed on an "At Will" basis and therefore cannot be required to provide a 20-day notice of termination. Contractor does request that employees provide a minimum of 20-day notice of termination. Contractor shall not be responsible for any loss or claim of damage whatsoever incurred by District/Facility in the event Contractor cannot provide a Speech-Language Pathologist (SLP), Speech-Language Pathology Assistant (SLPA), Board Certified Behavior Analyst (BCBA), Board Certified Assistant Behavior Analyst (BCaBA), Registered Behavior Technician (RBT), Behavior Technician (BT), School Psychologist (SP), Occupational Therapist (OT), Certified Occupational Therapy Assistant (COTA), Physical Therapist (PT), Physical Therapy Assistant (PTA), Mental Health Therapist or Education Specialist due to resignation of Contracted SLP/SLPA/BCBA/BCaBA/RBT/BT/SP/OT/COTA/PT/PTA/Mental Health Therapist or or Education Technician or Contracted SLP/SLPA/BCBA/BCaBA/RBT/BT/SP/OT/COTA/PT/PTA/Mental Health Therapist or Education Specialist is not able to provide services for any reason. However, Contractor will use all efforts to replace the SLP/SLPA/BCBA/BCaBA/RBT/BT/SP/OT/COTA/PT/PTA/Mental Health Therapist or Education Specialist, if one is available in the area.
   a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general.
   b. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay.
   c. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

6. **Management of SPG Therapy & Education Staff:**

   d. Each SLP/SLPA/SP/OT/COTA/PT/PTA/Mental Health Therapist or Education Specialist employee of Contractor is assigned a Clinical Supervisor. The Clinical Supervisor is available to provide assistance and support by helping contractor's employees access requested materials/assessments, explaining District/Facility procedures and forms, answering questions related to federal/state regulations and eligibility criteria, providing intervention suggestions and helping to resolve site related issues. The Clinical Supervisor may make site visits and/or provide Service Coverage for a contracted SLP/SLPA/SP/OT/COTA/PT/PTA/Mental Health Therapist or Education Specialist that is ill or may have excessive absences. Clinical Supervision services to be provided within contracted hours for assigned SLP/SLPA as designated in Addendum A, for assigned SP in Addendum C, for assigned OT/COTA in Addendum D, for assigned PT/PTA in Addendum E, for assigned Mental Health Therapist in Addendum F and/or for assigned Education Specialist in Addendum G.

   e. Each BT/RBT/BCaBA employee of Contractor is assigned a BCBA. The BCBA is available to provide assistance and support by helping contractor's employees access requested materials, explaining District/Facility procedures and forms, answering questions related to federal/state regulations, providing intervention suggestions and helping to resolve case related issues. The BCBA will make site visits and/or provide Service Coverage for a contracted BT/RBT/BCaBA that is ill or may have excessive absences. BCBA services to be provided within contracted hours as outlined in Addendum B.

7. **Federal & State Taxes:** Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payment upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

8. **Fingerprinting and Criminal Records Check of Contractor's Employees:** CONTRACTOR shall comply with the requirements of California Education Code section 44237, 3501.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with

LEA pupils, prior to service with any LEA pupil. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA pupils until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, or contractors, who may come into contact with LEA pupils have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

Contractor shall also complete the Fingerprinting/Criminal Background Investigation Certification prior to Contractor's performing of any portion of the Services. Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor's employees on a school site:

a. All site visits shall be arranged through District;
b. Contractor and Contractor's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
c. Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site;
d. Once at such location, Contractor and Contractor's employees shall not change locations without contacting the District;
e. Contractor and Contractor's employees shall not use student restroom facilities; and
f. If Contractor and Contractor's employees find themselves alone with a student, Contractor and Contractor's shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

If District/Facility policy requires contractor's employee to obtain separate and additional live scan prior to placement at facility site, they may do so at District's/Facility's expense.

9. **Caseload Maximum:**
   a. Speech-Language Services: Contractor agrees to a maximum caseload of 55 students for each full time SLP/SLPA and a maximum caseload of 40 students for any caseload that solely consists of students classified as SH, AAC, and/or preschool. Combination caseloads will be prorated based on caseload roster provided by district. *It should be noted that both ASHA and CTA recommend a caseload limit of 40 students for K through 12 public schools.

   b. Behavior Intervention Services: BTs/RBTs are highly trained 1:1 aides. BCaBAs and BCBAs must supervise RBTs in accordance with the Behavior Analyst Certification Board (BACB) requirements.

   c. Occupational and/or Physical Therapy Services: Workload management is an ongoing process and therapist's caseloads will be set and managed based on workload rather than number of students. Weekly hours can increase or decrease based on changes in workload.

10. **Rules and Regulations:** All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement. Contractor agrees to maintain the confidentiality of any District student information it receives, subject to applicable law and/or regulation, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

11. **Indemnification:**
    a. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.

12. **Non-Solicitation:** District/Facility understands and acknowledges that Contractor expends extensive amounts of time, resources and money educating, training and mentoring its employees. The purpose of these company

investments by Contractor is to enhance employee retention and maintain an experienced and well-trained supply of employees capable of providing the Contractor's various services at multiple Districts/Facilities. Contractor is not in the business of training or recruiting individuals to be hired as employees of District/Facility. Accordingly, District/Facility agrees that during the term of this Agreement and for the immediate twelve calendar months following the termination of this Agreement (the "Period"), District/Facility shall not directly solicit for employment, offer employment to, or hire any employee of Contractor working at a District/Facility, without the prior written consent of Contractor.

13. **Supplies & Equipment:** Contractor will provide therapy and diagnostic materials as needed, if they are not available at school district/site. Should the contracting District require computer generated reports and IEPs, then it is the District's responsibility to either provide a computer to the contracted employee or provide access to a computer at the contractor employee's assigned site(s). If a computer is not available, then it is understood that all documentation will be handwritten.

14. **California Law:** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Joaquin County, California.

15. **Attorneys' Fees:** If either party files any action or brings any proceedings against the other arising out of the Agreement, each party shall bear its own costs and attorneys' fees.

16. **Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

17. **Time for Site Specific Trainings/Requirements:**
    a. Speech Services, School Psychology and Mental Health Services: District agrees to compensate Contractor for time spent by Contractor's employee for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, speech or Psych meetings, staff development days, and the like. Attendance for these services will be provided in accordance with the weekly contracted hours set forth in Addendum A and/or Addendum C.

    b. Behavior Intervention Services, Occupational Therapy Services, Physical Therapy Services and Education Services: District agrees to compensate Contractor for time spent by Contractor's employee for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, staff meetings, staff development days, and the like, when District has requested Contractor's employee(s) to attend. Attendance for these services will be in addition to the weekly contracted hours set forth in Addendums B for Behavior Intervention Services, Addendum D of Occupational Therapy Services, and Addendum E for Physical Therapy Services.

    c. District also agrees to pay Contractor for any additional time required by Contractor's employee to become proficient with any District/Facility required procedure (i.e.: computerized IEPs, Medi-Cal reports, positive behavior intervention, etc). Any hours in excess of contracted hours set forth in Addendums A, B, C, D, E, F and/or G and will require prior approval from District/Facility designee.

18. **List of Services to be Performed by Contractor:**
    a. Speech-Language Services: Contractor will provide Services that align with the scope and practice for Speech and Language Pathology, as defined by the California Speech-Language Pathology and Audiology Board, for provision of speech/language therapy services in the public-school setting. Services to include direct and indirect activities as they pertain to eligible students on caseload and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

    District will provide contracted SLP/SLPA with site's most current caseload list, to be updated on a monthly basis, via district generated roster lists.

    a. Behavior Intervention Services: Contractor will provide Services that align with the scope and practice for Behavior Analysts, as defined by the Behavior Analyst Certification Board, for provision of behavior intervention services in the public-school setting. Services to include direct services as they pertain to eligible students and in accordance with the Individual Education Plan (IEP) which will define the type

and frequency of service that each student is to receive

b. School Psychology Services: Contractor will provide Services that align with the scope and practice for School Psychologists, as outlined in the California Education Code, for provision of School Psychology services in the public-school setting. Services to include direct services as they pertain to eligible students and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

c. Professional Occupational and/or Physical Therapy services: Contractor will deliver Services in a school-based instructional model. The services include direct services to students, consultation, coordination, and collaboration with special and general education teams, appropriate documentation, and oversight of Occupational Therapy ("OT") and/or Physical Therapy ("PT") service delivery. The Services provided will follow state and federal education codes, best practices, and ethical standards as well as comply with program guidelines as set forth by District. Inclusive Services are comprised of direct contact with students to include direct treatment (individual and group), evaluations, Annual and Triennial assessments and meetings as well as consult time, preparation, documentation, travel between schools, mandatory meetings and administrative tasks.

19. **Limitation of Liability**: Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Insurance**: Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Workers' Compensation Insurance	Statutory Limits
Employer's Liability Insurance	$ 2,000,000
Abuse and Molestation Insurance	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000

21. **Disputes**: In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in San Joaquin County, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Contractor's right to bring a civil action against District

22. **Entire Agreement of Parties**: This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreement, whether oral or written. This Agreement may be amended or

modified only by a written instrument executed by both parties.

It is understood that contracted Speech Services will be provided and caseload demands will be met by a certified, licensed, and/or credentialed Speech-Language Pathologist (SLP), and/or a licensed Speech-Language Pathology Assistant (SLPA), when under the supervision of a certified and licensed SLP.

It is further understood that contracted Behavior Services will be provided by a certified, licensed, and/or credentialed Board Certified Behavior Analyst (BCBA), certified, licensed and/or Board Certified Assistant Behavior Analyst (BCaBA) under the supervision of a BCBA, and/or a certified, licensed, and/or credentialed Registered Behavior Technician (RBT) and/or Behavior Technician (BT) under the supervision of a certified and licensed BCaBA or BCBA.

It is further understood that contracted School Psychology Services will be provided by a certified, licensed, and/or credentialed School Psychologist.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. This contract is effective on July 1, 2025, and terminates on June 30, 2026, unless sooner terminated as provided herein.

DISTRICT

Name and Title of Authorized Representative
Tracy Unified School District

Signature

Date

CONTRACTOR

Susan Stark

Susan Stark, M.S., CCC-SLP

2/18/25

Date

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

I certify to the District's governing board that I am familiar with the facts herein certified, and I am authorized and qualified to execute this certificate on behalf of SPG Therapy & Education. I certify that SPG Therapy & Education has taken or will take the following actions with respect to the Agreement:

> SPG Therapy & Education has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all of its employees, agents, interns, and representatives and all of its consultants', contractors' or subcontractors' employees who may interact with District's pupils during the Term of the Agreement without District's pupils being under the immediate control and supervision of a District employee or with a pupil's parent/guardian, and the California Department of Justice has determined that none of those employees, interns, agents or representatives has been convicted of a felony, as that term is defined in Education Code section 45122.1.

A complete and accurate list of SPG Therapy & Education's employees, agents, interns, and representatives and of all of its consultants', contractors', and subcontractors' employees who may have contact with District's pupils during the Term of the Agreement is attached hereto.

SPG Therapy & Education's responsibility for criminal background clearance extends to all of its employees, agents, interns, representatives, consultants, contractors, subcontractors, and employees of each who will interact with District's pupils that are not under the immediate control and supervision of District's employees or a pupil's parent or guardian, regardless of whether they are designated as employees or acting as independent contractors of SPG Therapy & Education. SPG Therapy & Education shall not allow any person for whom District has not received satisfactory written verification of compliance to interact with District's pupils whether on or off District property for any purpose related to or arising out of this Agreement.

SPG Therapy & Education, PC : _____ Date: 7/16/25

Signature: Susan Stark

Print Name: Susan Stark

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 18, 2025
SUBJECT: **Ratify Master Contract for Non-Public School Spectrum-Antioch Campus for the 2025-2026 School Year**

BACKGROUND: Board approval is requested to contract with Non-Public School Spectrum-Antioch Campus. The District's Special Education administration would like to contract with Non-Public School Spectrum-Antioch Campus 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. Ratification is needed at this time due to the delay in receiving the required documents for board approval.

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 $120,000.00 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: Ratify Master Contract for Non-Public School Spectrum-Antioch Campus 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: July 18, 2025
SUBJECT: **Ratify Master Contract for Non-Public School Sierra School of San Joaquin for the 2025-2026 School Year**

BACKGROUND: Board approval is requested to contract with Non-Public School Sierra School of San Joaquin. The District's Special Education administration would like to contract with Non-Public School Sierra School of San Joaquin 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. Ratification is needed at this time due to the delay in receiving the required documents for board approval.

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 $125,000.00 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: Ratify Master Contract for Non-Public School Sierra School of San Joaquin 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: July 18, 2025
SUBJECT: **Ratify Master Contract for Non-Public School Anova Center for Education for the 2025-2026 School Year**

BACKGROUND: Board approval is requested to contract with Non-Public School Anova Center for Education. The District's Special Education administration would like to contract with Non-Public School Anova Center for Education for the 2025-2026 school year to provide placement pursuant to students IEP (Individual Education Program). Ratification is necessary due to a delay in receiving the required documents for board approval.

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 $96,250.00 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: Ratify Master Contract for Non-Public School Anova Center for 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: July 18, 2025
SUBJECT: **Ratify Master Contract for Non-Public School Creative Alternatives for the 2025-2026 School Year**

BACKGROUND: Board approval is requested to contract with Non-Public School Creative Alternatives. The District's Special Education administration would like to contract with Non-Public School Creative Alternatives for the 2025-2026 school year to provide placement pursuant to students IEP (Individual Education Program). Ratification is necessary due to a delay in receiving the required documents for board approval.

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 $250,000.00 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: Ratify Master Contract for Non-Public School Creative Alternatives 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: July 18, 2025
SUBJECT: **Ratify Master Contract with Benchmark Behavioral Health Systems Inc. for the 2025-2026 School Year**

BACKGROUND: Board approval is requested to contract with Benchmark Behavioral Health Systems Inc., a residential facility for placement of one student for the 2025-2026 school year. The District's Special Education administration would like to contract with Benchmark Behavioral Health Systems Inc. Ratification is necessary due to a delay in receiving the required documents for board approval.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at a Residential Treatment Center (RTC). 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: Expense for the education at this residential facility will not exceed $35,000.00 for the 2025-2026 school year. Per San Joaquin SELPA local plan agreement, SJ SELPA pays for the room and board and Tracy Unified School District (TUSD) pays for educational services. Special Education contract expenses are funded through 602 funding for Special Education and budgeted into account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract with Benchmark Behavioral Health Systems, Inc. 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: July 14, 2025
SUBJECT: **Ratify Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Schools Program at Louis Bohn 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 Transitional Kindergarten through 5th grade for eight sessions for each class. 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-Schools Program provide our students with an opportunity to learn about art in a new way. This program was a wonderful success. Students and teachers were very pleased with not just the art but with the full lessons presented during the art classes. Many students do not get the opportunity to use art in their homes or to go to museums. Opening their eyes to art is vital and increases their use of language in a meaningful context. The instruction builds on verbal skills and increases students' vocabulary. The art process helps to promote skills such as paying attention to details, critical thinking, reasoning, creativity, and improving visual and spatial acuity. 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 establishment of ongoing support for arts instruction in schools. The contract will not exceed $10,032.

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

Prepared by: Hannah Green, Bohn Elementary Assistant Principal.

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

MEMORANDUM OF UNDERSTANDING
(Bohn Elementary/Ingrid, Rajni, Peyton)

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

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for **Bohn Elementary** 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 Canton, Rajni Sehgal, and 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: **August 2, 2025 and will continue on the following dates. See quote.**

Number of classes: **19 Classrooms, 8-week sessions**

Staff Contact at site: **Hannah Green, hgreen@tusd.net, 209-830-3300**

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, **Bohn Elementary** will pay SJCOE the sum of **$10,032.00.**

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.

Jacquelyn L Nott Digitally signed by Jacquelyn L Nott Date: 2025.05.29 11:53:42 -07'00'

Bohn Elementary School
350 E Mt Diablo Ave, Tracy, CA 95376

5/29/2025
Date

5.28.25
SANDRA WENDELL, COORDINATOR Date
ARTISTS-IN-SCHOOLS

6/2/25
CONTRACTING OFFICER Date
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and SJCOE Artists-in-Schools, 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 several artists to visits classrooms and provide lessons in art education. Each classroom will receive 8 art lesson sessions throughout the 25-26 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 32 ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location Louis A. Bohn 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 $ 10,32.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $ 10,032.00. 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 19, 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.

Rev 06.23.16

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: Contract Manager	Account Number to be Charged
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: July 14, 2025
SUBJECT: **Approve Agreement for Special Contract Services with Quest Science Center at Louis Bohn 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 embraced and celebrated by all.

RATIONALE: This is an extended learning opportunity that aligns with the district's focus on STEM education as well as Bohn's goal to prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career. The projected outcome is to provide dedicated space for hands-on, interactive science technology experiences that complement the district's STEM curriculum. We hope through the collaboration with Quest Science Center we foster a deeper connection between students, families, and the broader community with the world of science. It will provide a unique opportunity for families to actively participate in STEM related activities.

FUNDING: This contract is to be paid with Title 1/Targeted EL funds. The contract will not exceed $2,000.

RECOMMENDATION: Approve Agreement for Special Contract Services with Quest Science Center at Louis Bohn Elementary School for the 2025 - 2026 School Year.

Prepared by: Hannah Green, Bohn School Assistant Principal.

Engineering Explorations Event Contract

This Contract is made between Louis Bohn Elementary and Quest Science Center to host an Engineering Explorations event. This evening family event is designed to spark curiosity and cultivate exploration through hands-on engineering activities.

Effective Date: This agreement becomes effective on the date of the final signature by both parties.

1. School/Organization Information

School/Organization Name: Louis Bohn Elementary

School District (if applicable): Tracy Unified School District

Contract Contact	Event Coordinator (if different)
Name: Tina Brown	Name:
Email: tbrown@tusd.net	Email:
Phone Number: 209-830-3300	Phone Number:

2. Event Details

Date: 9-10-25 Start Time: 5:30PM End Time: 7:00PM

Address: Louis Bohn Elementary 350 E Mt Diablo Tracy ca 95376

Estimated Number of Attendees: 250

3. Quest Science Center Event Responsibilities

Quest Science Center agrees to provide the following:

- All activity materials, equipment, and directions delivered to the event
- 1-2 staff to help setup and supervise the event
- Event flyers and social media templates
- Brief facilitation training and direction for volunteers

4. School/Organization Event Responsibilities

Louis Bohn Elementary agrees to provide the following:

- A large, indoor event space (e.g., auditorium or gym) with no simultaneous events. Access to the space should be available 1.5 hours before the event for setup and 1 hour after for breakdown.
- 2-4 tables per activity (~32 total)

- 2+ teen or adult volunteers per activity (16+ total), If there are not enough volunteers to manage the activities safely, the number of activities will be reduced.
- Event supervision, safety, and cleanup
- Access to bathrooms for attendees
- Event promotion & permits

5. Payment Responsibilities

- A payment of $2,000.00 must be received within 30 days of booking or 30 days before the event, whichever comes first. If the school or district requires additional consultant documentation or agreements, it must be completed before signing this Contract.
- Payment Methods: Check, credit card, PayPal, or Bill.com (processing fees of 2-3% apply for credit card and electronic payments)
- Mail Checks to: Quest Science Center, PO Box 2129, Livermore, CA 94551
- Quest Science Center is a 501(c)(3) non-profit organization (EIN: 82-4865787).

6. Cancellations and Date Changes

- Cancellations:
  - Up to 30 days before the event: Full refund, minus a $100 fee
  - 30-10 days before the event: 50% refund
  - Less than 10 days before the event: No refund
- Requests for date or time changes must be made at least 10 days before the event with a $100 administrative fee. New dates must fall within the same school year.
- Quest Science Center reserves the right to cancel or modify events due to health, safety, or compliance requirements. If canceled by Quest, any pre-paid amounts will be refunded.
- Quest Science Center is not responsible or liable for any losses or damages incurred by Louis Bohn Elementary or any other party arising out of any such cancellation or modification of the event.

7. Program Details and Attendance Limit

Program Details: Please review event dates, times, and program title. Notify us within 72 hours of any errors.

Maximum Attendance: To ensure safety and quality, attendance is capped at 800. Additional attendees beyond the maximum may not be admitted without prior planning.

8. Intellectual Property
Quest Science Center retains all rights, title, and interest in any intellectual property associated with the program. Intellectual property rights are not transferred.

9. Force Majeure
Neither party will be held liable for delays, failures in performance, or interruptions due to uncontrollable events, such as natural disasters, civil disturbances, or pandemics. If performance is delayed by more than 30 days, Quest Science Center may terminate this Contract with written notice.

10. Indemnification
Louis Bohn Elementary agrees to defend, indemnify, and hold Quest Science Center, its employees, volunteers, and board members harmless from all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Contract by Louis Bohn Elementary, its representatives, or the attendees of the event.

11. Insurance
Quest Science Center will maintain self-insurance coverage for the event.

12. Signature and Acknowledgment
The undersigned is duly authorized by the two organizations to sign this contract and accept the terms of this agreement.

Louis Bohn Elementary

Signature: _____
Name and Title: _____
Date: _____
Phone Number: _____

Quest Science Center

Signature: Monya A. Lane
Name and Title: Monya Lane, Chief Executive Officer
Date: 6-3-25
Phone Number: 925-784-6150

The Contract must be signed by authorized officials and returned to Quest Science Center to be valid. Email completed Contract to explorations@quest-science.org.

Quest Science Center
164 N L St.
Livermore, CA 94550
9257841979

INVOICE

Invoice #:	1466
Invoice Date:	06/26/25
Amount Due:	$2,000.00

Bill To:

Louis Bohn Elementary School
350 East Mount Diablo Avenue
Tracy, CA 95376
United States

Due Date	Terms
07/26/25	Net 30

Item	Description	Quantity	Price	Amount
Program Event	Engineering Explorations event on Sept. 10, 2025	1	$2,000.00	$2,000.00

We're excited to present our Engineering Explorations program at Louis Bohn Elementary School!

Total:	$2,000.00
Payments:	$0.00
Amount Due:	$2,000.00

Quest is a 501(c)(3) IRS recognized non-profit organization (82-4865787).

There are multiple ways to pay this invoice:

A) Mail a check to:
Quest Science Center
PO Box 2129
Livermore, CA 94551

B) Pay via credit card through this Quest website link (note that fees of 2-3% are deducted by the processing organizations):
https://quest-science.org/payment-form/

C) Via the BILL website:

To pay online, go to https://app02.us.bill.com/p/00802AZAZMGHXRKliupt

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt of Ed Services
DATE: July 16, 2025
SUBJECT: **Approve Agreement for Contract Services with ELLevation Education for the 2025-2026 School Year and Continuing into the 2026-2027 School Year**

BACKGROUND: During the 2023-2024 academic year, TUSD successfully implemented the ELLevation platform, which integrates all Aeries student data within a centralized, digital system. In its inaugural year, ELLevation has significantly enhanced the district's processes for reclassification and monitoring of English Learner (EL) students. By transitioning from paper-based to fully digital workflows, the district has enabled all TUSD staff to actively participate in the reclassification and monitoring processes, improving collaboration and efficiency.

The ELLevation platform consolidates key assessment data—including ELPAC, SBAC, and Fastbridge scores—alongside English Learner information for every student. This comprehensive access to data supports educators across all core subject areas and contributes to more informed instructional decision-making.

For the 2025-2026 school year, TUSD will partner with ELLevation to implement a new Family Communication feature recently developed by the platform. This enhancement will enable the district to digitize and distribute our Annual Parent Notification letters via email through ELLevation, replacing the need to print and mail these documents.This transition to digital communication will streamline the notification process, improve efficiency, reduce costs, and ensure timely delivery of important information to families. We look forward to the positive impact this new feature will have on our communication with TUSD families.

RATIONALE: At Tracy Unified School District, our passion lies in fostering a transformative shift in the educational landscape for our Multilingual learners. Through our partnership with Ellevation Education, we aim to provide a comprehensive and supportive environment that empowers these students to excel academically and linguistically. By closely monitoring their progress, we ensure each student's unique journey is acknowledged and guided with personalized attention. This proactive approach enhances language acquisition and boosts their confidence, enabling them to fully participate and thrive in all aspects of our district's educational experience.

TUSD's Local Control and Accountability Plan (LCAP) underscores our continued commitment to inclusivity and academic achievement for all students in getting them college and career-ready as well as 21st-century learners. Our growing EL population requires innovative solutions to meet their unique needs and ensure equitable educational outcomes. Ellevation Education is a strategic fit, as it aligns perfectly with our LCAP objectives by offering research-backed strategies and technology-driven tools to elevate the learning experience of EL students. 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 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: Funding for the Ellevation platform will come from Title 3 funds. TUSD currently has 2,709 English learners and 1,466 Reclassified students that we must monitor for 4 years. The total cost of the Ellevation platform for the 2025-2027 school year including the family communication platform will come to $70,976.25. This is based on current enrollment numbers if we increase or decrease in English learners the cost may vary.

RECOMMENDATION: Approve Agreement for Contract Services with ELLevation Education for the 2025-2026 & 2026-2027 School Year.

Prepared by: Jose Jimenez, District EL Program Coordinator.

Curriculum Associates, LLC Price Quote - Q-56325

Version: 1
Quote Date: 6/11/2025
Quote Expiration Date: 7/31/2025

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at https://ellevationeducation.com/platform-legal-notices.

Company:	Curriculum Associates, LLC	Customer:	Tracy Unified School District, CA
Representative:	Lisa Giammanco	Contact Name:	Jose Jimenez
Email:	lisa.giammanco@ellevationeducation.com	Email:	jjimenez@tusd.net
Phone:	617-307-5755	Phone:	2093737207
Address:	153 Rangeway Road, North Billerica, MA 01862	Address:	1875 W Lowell Ave, Tracy,CA 95376
Start Date:	2/1/2026	End Date:	6/30/2027

Subscription Fees

Product	Quantity	Unit Price	Term (Yrs)	Total Fees
Ellevation	2,804	$15.75	1.4167	$62,564.25
			Subscription Total:	$62,564.25

Services Fees

Services Total:	$0.00

Total Investment - Q-56325

Grand Total:	$62,564.25

Invoicing Schedule: Up Front, In Full Payment Term: Net 30 Contract Term: 17

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: lisa.giammanco@ellevationeducation.com.

Curriculum Associates, LLC Price Quote - Q-56326

Version: 2
Quote Date: 6/11/2025
Quote Expiration Date: 7/31/2025

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at https://ellevationeducation.com/platform-legal-notices.

Company:	Curriculum Associates, LLC	Customer:	Tracy Unified School District, CA
Representative:	Jeff Jimenez	Contact Name:	Jose Jimenez
Email:	jeff.jimenez@ellevationeducation.com	Email:	jjimenez@tusd.net
Phone:	617-307-5755	Phone:	2093737207
Address:	153 Rangeway Road, North Billerica, MA 01862	Address:	1875 W Lowell Ave, Tracy,CA 95376
Start Date:	7/1/2025	End Date:	6/30/2026

Subscription Fees

Product	Quantity	Unit Price	Total Fees
Family Communication	2,804	$3.00	$8,412.00
		Subscription Total:	$8,412.00

Services Fees

Services Total:	$0.00

Total Investment - Q-56326

Grand Total:	$8,412.00

Invoicing Schedule: Up Front, In Full Payment Term: Net 30 Contract Term: 12

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: jeff.jimenez@ellevationeducation.com.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Bowell, Associate Superintendent of Educational Services
DATE: July 16, 2025
SUBJECT: **Approve Agreement for Special Contract Services with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2025-2026 School Year**

BACKGROUND: High leverage English Language Development (ELD) strategies are essential to promote English Language acquisition, academic achievement, and cross-cultural skills for our English Learners. These strategies are tied to the CA ELD standards and help EL students make advancements in attaining English language proficiency and reclassification statues. Our partnership with the San Joaquin County Office of Education (SJCOE) has led TUSD to create Interactive Read Aloud IRA for all grades PK-2nd grade. We are currently working on creating Text Deconstruction/Reconstruction strategies for 3-12 grade. TUSD and SJCOE have worked in partnership to guide administrators and teachers in an EL Task Force for many years. This year our task force will focus on the needs of our district Long-term English learners as an LTEL Task Force. This task force will focus on reviewing the California dashboard which now includes LTEL data in all its fields and coming up with strategies and improvement plans to enhance the experience of our LTEL population. TUSD implemented reading coaches at four of its school sites. SJCOE will work in partnership with our reading coaches to enhance their capabilities in providing services to English learners who are struggling.

RATIONALE: Tracy Unified School District (TUSD) has continually trained teachers PK-12th grade using high-level English Learner instructional strategies in their classrooms. These instructional strategies in Interactive Read Aloud, and Text Deconstruction/Reconstruction have provided clear, practical strategies promoting positive, effective interactions among students and between teachers and students. 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 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: The cost for this partnership and support which will be funded by Title III is as follows: Five (5) ELD Steering Committee days focusing on a continuum of Text Deconstruction/Reconstruction; (5) half-days LTEL Task force to support with the focus on our LTEL population. (5) half-days of EL Literacy Coaching for our site reading coaches. All services are estimated at a cost of $28,100.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2025-2026 School Year.

Prepared by: Jose Jimenez, District EL Program Coordinator.

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

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

MEMORANDUM OF UNDERSTANDING

San Joaquin County Office of Education
and
Tracy Unified School District

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

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

I. SCOPE OF WORK
   a. SJCOE Language & Literacy Department will provide the following services:
      i. ELD Steering Committee Support
         1. 5 days @ $2,500/day = $12,500
      ii. LTEL Task Force
         1. 5 half day @ $1,300/day = $7,800
      iii. EL Literacy Coach Consultation
         1. 5 half day @ $1,300/day = $7,800

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

III. COMPENSATION
   a. Professional learning costs (which include preparation, travel, and materials).
      i. Tracy Unified School District will pay SJCOE in the amount of $28,100.00 within thirty (30) days of receipt of the invoice from SJCOE.

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

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

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

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

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

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

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

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

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

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

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

VI. SIGNATURES OF AUTHORIZED REPRESENTATIVES

San Joaquin County Office of Education

Kristin Ward, Director of Language & Literacy

Date

Warren Sun, Div. Director of Operations

Date

Tracy Unified School District

Tania Salinas, Associate Superintendent of Business Services

Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Bowell, Associate Superintendent of Educational Services
DATE: July 17, 2025
SUBJECT: **Approve Agreement for Special Contract Services and Materials with Teacher Created Materials for the 2025-2026 School Year**

BACKGROUND: TUSD is committed to continuous improvement and the implementation of best practices to support both staff and students. Ongoing professional development and providing up-to-date, high-quality supplemental materials for our paraeducators are critical components in ensuring that our English learner (EL) students achieve English proficiency and are prepared for college and career opportunities. Employing high-leverage English Language Development (ELD) strategies is essential for fostering English language acquisition, academic success, and cross-cultural competence among our English learners. Moreover, ensuring our paraeducator team is well-versed in the English Language Proficiency Assessments for California (ELPAC) and familiar with the specific task types across each domain is fundamental to supporting our English learners effectively and advancing districtwide achievement.

RATIONALE: Tracy Unified School District (TUSD) is dedicated to equipping both bilingual and non-bilingual paraeducators who work with our English learners with high-leverage English Language Development (ELD) strategies through ongoing, targeted training. To further strengthen our efforts, we have partnered with the San Joaquin County Office of Education to bring in a literacy coach who has facilitated the Para-Educator Institute Parts 1 and 2 for two consecutive years. This year, TUSD is pleased to provide a third year of continuous professional development, featuring the TCM ELPAC Essential Classroom Pack. This resource will help paraeducators deepen their understanding of ELPAC task types across reading, writing, listening, and speaking domains. These sustained investments in professional learning and instructional materials are designed to enhance our staff's capabilities, support our English learners' academic growth, and improve ELPAC performance and reclassification rates across the district.

FUNDING: The cost for this professional development and supplies which will be funded by Title III is $46,569.50.

RECOMMENDATION: Approve Agreement for Special Contract Services and Materials with Teacher Created Materials for the 2025-2026 School Year.

Prepared by: Jose Jimenez, District EL Program Coordinator.

Created *by* Teachers *for* Teachers and Students

Proposal

Teacher Created Materials
5301 Oceanus Drive
Huntington Beach, CA 92649

12/3/2024

TCM-00099236
Jose Jimenez – English Learner Coordinator
Tracy Unified School District
1878 W. Lowell Avenue, Tracy, CA 95376

Item #	Title	Qty	Unit Price	Ext Price
158554	ELPAC Essentials Classroom Pack: Grade K	11	~~$331.99~~ FREE	~~$3,651.89~~ FREE
158555	ELPAC Essentials Classroom Pack: Grade 1	11	$331.99	$3,651.89
158556	ELPAC Essentials Classroom Pack: Grade 2	11	$391.99	$4,311.89
158557B	ELPAC Essentials Classroom Pack: Grade 3-5	11	$1,271.97	$13,991.67
158560B	ELPAC Essentials Classroom Pack: Grade 6-8	6	$1,367.97	$8,207.82
158563B	ELPAC Essentials Classroom Pack: Grade 9-11	4	$1,367.97	$5,471.88
131575	In-Service Professional Development (in-Person) – Non-Taxable Item	1	$5,500.00	$5,500.00
131575	In-Service Professional Development (in-Person, Free)	1	~~$5,500.00~~ FREE	~~$5,500.00~~ FREE

Sub-Total:	$41,135.15
Shipping:	$2,494.46
Tax:	$2,939.89
Total:	$46,569.50

Spenser Britton - Sales Director
Teacher Created Materials
Direct Line: (209) 496-4410
Email: sbritton@tcmpub.com

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 23, 2025
SUBJECT: **Approve Agreement for Site License with IXL Learning and Poet Christian School for the 25-26 School Year**

BACKGROUND: Recent state and local data reveal a rising number of students not meeting grade-level standards, emphasizing the need for targeted academic intervention at Poet Christian. To address these gaps, the school is partnering with IXL Learning for the 2025-2026 school year to deliver personalized, data-informed support in reading and math, with the goal of accelerating student growth and improving overall performance.

RATIONALE: Implementing IXL Learning consistently across grades 3 through 8 will provide opportunity for intervention and support for at risk students and EL students at the 3rd through 8th grade level. IXL is a researched based program that has consistently demonstrated growth for schools that implement the program with fidelity. This work directly supports our SPSA Goal #1: to prepare all students for college and careers while helping close the achievement gap.

FUNDING: The cost, not to exceed $7,307.50, will be paid from Targeted (SES/EL/FY) 0709 funds and Targeted (EL) 0710 funds.

RECOMMENDATION: Approve Agreement for Site License with IXL Learning and Poet Christian School for the 25-26 School Year.

Prepared by: Mr. Albert Strong, Poet Christian School Principal.

IXL LEARNING™

QUOTE

QUOTE # 1467423-1
DATE: JULY 24, 2025

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Ship To:
Deserie Alfaro
Gladys Poet - Christian School
1701 S Central Ave
Tracy, CA 95376

SALESPERSON	ACCOUNT #	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Joriah Dering	A24-6470691	July 24, 2025 - July 24, 2026	August 23, 2025

QUANTITY	DESCRIPTION	LIST UNIT PRICE	TOTAL
250	IXL site license (Grades 5-8) Subjects: Math and ELA	$18.75	$4,687.50
100	IXL site license (Grades 3-4) Subjects: Math *Auto-rostering services included*	$13.25	$1,325.00
1	*Google single sign-on services included* IXL Starter PD Package		$1,295.00
		SUBTOTAL	$7,307.50
		SALES TAX	–
		SHIPPING & HANDLING	–
		TOTAL DUE	$7,307.50

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, go to https://www.ixl.com/poupload and enter quote # 1467423-1. For international accounts, we can accept wire transfers for an additional fee.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 23, 2025
SUBJECT: **Approve Agreement for Site License with Top Score Writing and Poet Christian School for the 25-26 School Year**

BACKGROUND: Recent state and local data reveal a rising number of students not meeting grade-level standards in writing, emphasizing the need for targeted academic intervention at Poet Christian. To address these gaps, the school is partnering with Top Score Writing for the 2025-2026 school year to deliver personalized, data-informed support in ELA, with the goal of accelerating student growth and improving overall performance in writing.

RATIONALE: Top Score Writing consistently across grades 3 through 4 will provide opportunity for intervention and support for at risk students and EL students at the 3rd through 4th grade level. Top Score Writing is a researched based program that has consistently demonstrated growth for schools that implement the program with fidelity. This work directly supports our SPSA Goal #1: to prepare all students for college and careers while helping close the achievement gap.

FUNDING: The cost, not to exceed $1,255.84, will be paid from Targeted (SES/EL/FY) 0709 funds and Targeted (EL) 0710 funds.

RECOMMENDATION: Approve Agreement for Site License with Top Score Writing and Poet Christian School for the 25-26 School Year.

Prepared by: Mr. Albert Strong, Poet Christian School Principal.

Quote

 # EST-2425-1550

2114 N. Flamingo Rd #162
Pembroke Pines, Florida 33028
Phone 954-805-5806
customerservice@topscorewriting.com
https://topscorewriting.com/

Bill To
Gladys Poet Christian Elementary
1701 S Central Ave
Tracy, California 95376

Estimate Date : 07-24-25
Reference# : NW EST-2425-1550 19-May-2025
Sales person : Nicole Henry

Subject :

NW EST-2425-1550 13-June-2025 v2

#	Item & Description	Qty	Rate	Amount
1	3rd Grade Nationwide Teacher Digital License	2.00 Each	250.00	500.00
2	4th Grade Nationwide Teacher Digital License	2.00 Each	250.00	500.00
			Sub Total	1,000.00
			Shipping and Implementation Fee	255.84
			Total	**$1,255.84**

Notes

Thank you for your interest in Top Score Writing for FY 25-26! A member of our Top Score Writing Team will reach out to you soon! If you need immediate assistance with your quote, please email us at customerservice@topscorewriting.com or give us a call at 954-805-5806.

Terms & Conditions

1) This quote is good for the 2025-2026 school year.
2) All digital licenses are good for ONE school year and expire on June 30, 2026.
3) Once items ship or are implemented all sales are FINAL. No returns or refunds.
4) Shipping and handling fees and/or digital implementation fees for all orders are equal to 8% of the subtotal.
5) If you're purchasing a digital account, please take a moment to review our Terms and Conditions and Privacy Policy for important information regarding your purchase.
https://topscorewriting.com/terms-and-conditions/
https://topscorewriting.com/tsw-privacy-policy/

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 18, 2025
SUBJECT: **Ratify Agreement for Contract Services with Speech Pathology Assessment and Intervention Services PC, SPAIS PC for the 2025-2026 School Year**

BACKGROUND: Board approval is requested to ratify the agreement for special contract services with Speech Pathology Assessment and Intervention Services PC, SPAIS PC, due to an increase in the hourly rate. The District's Special Education administration would like to contract with Speech Pathology Assessment and Intervention Services PC, SPAIS PC for the 2025-2026 school year to provide placement pursuant to students and their IEP. Ratification is needed at this time due to contracted staff attending orientation prior to the date of the scheduled board meeting.

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 $250,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Speech Pathology Assessment and Intervention Services PC, SPAIS PC Center 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC)), 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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, Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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"). Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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. Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC), Associate, and Client.

The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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. Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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) Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC), 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC), 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC), 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) typically checks Associates' references only by posing specific questions to certain past employers regarding skills and work history before placing an Associate on assignment. Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) typically conducts a limited background check but does not engage in any additional verification process (e.g., Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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. Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) immediately: (1) of any obligations in the government contract or subcontract relating to wages, and (2) if Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) is legally required to initiate E Verify verification procedures for any Associate. Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) reserves the right to re-assign any assigned Associate. The Client further agrees that it is fully responsible for, and that Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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. Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC)' costs of collection, including reasonable attorney's fees, whether legal action is initiated. Additionally, Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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) Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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. Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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: Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC)
P.O. Box 280
Newman, CA 95360

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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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. Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) Associate accepts the offer (in writing, verbally, or otherwise). Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) will bill Client for the Conversion Fee after the Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC), that Associate immediately ceases to be an independent contractor with respect to Client, Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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, Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) will offer a replacement courtesy for that candidate. Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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. Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC). A cancellation fee equal to the scheduled hours for any shift cancelled is payable to Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) for all cancellations made with notice less than twenty (20) in-session school days (i.e. Associate business working days). For assignments Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination if

Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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

Speech Pathology
Assessment and Intervention
Services, PC (SPAIS, PC)
P.O. Box 280
Newman, CA 95360

10. Insurance, Indemnification and Limitation of Liability

(a) Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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, Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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, Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC)' 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC), the Client is entitled to recover damages from Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) Regardless of the basis on which the Client is entitled to claim damages from Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) (including fundamental breach, negligence, misrepresentation, or other contractor claim) Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC)' 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC), 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.

"Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC)"

By:_____

Name, Title: _____

"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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) and Client agrees to pay a conversion fee of 35% of the subject Therapist's annual salary as liquidated damages to Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) Master Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) Master Services Agreement, the terms of the Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC), 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. Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) are employees, agents, contractors or subcontractors of Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) and not of the Client. The Client shall not be obligated in any way to pay any wage claims or other claims made against Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

(b) Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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, Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) and/or its employees.

(c) Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) agrees to hold harmless and to indemnify Client for: Any injury to person or property sustained by Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) or by any person, firm or corporation employed directly or indirectly by Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC), or any person, firm or corporation directly or indirectly employed by Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) under this Agreement, and Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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 Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC)'s liability to Client exceed (a) for Temporary Services, the fees received by Speech Pathology Assessment and Intervention Services, PC (SPAIS, PC) 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: July 23, 2025
SUBJECT: **Approve Agreement for Special Contract Services between Child Abuse Prevention Council and Duncan-Russell, Stein Continuation High, Kimball High, Tracy High, and West High for the 2025-2026 School Year**

BACKGROUND: In compliance of AB 1767, Tracy Unified School District (TUSD) provides suicide awareness and prevention services to students. Specifically, to 10th grade students, the Child Abuse Prevention Council (CAPC) has offered the Yellow Ribbon Campaign and Safe Talk, and Depression Group Counseling. TUSD will renew CAPC services for the 2025-2026 school year.

RATIONALE: Suicide is the third leading cause of death for teenagers, according to the National Alliance for Mental Health Services. Fifty percent of all mental illnesses will begin to cause impairment by the age of 14. Untreated mental illness can exacerbate and lead to suicidal ideation among other symptoms. The impact on school attendance and academic performance is drastic. The safety of a school campus is also compromised. Suicide Prevention Services are critical services at schools, particularly at the high school level. This effort is in alignment with TUSD's LCAP Goal #2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: The Child Abuse Prevention Council is providing suicide awareness and prevention services at no cost to TUSD.

RECOMMENDATION: Approve Agreement for contract Services Between Child Abuse Prevention Council and Duncan-Russell, Stein Continuation High, Kimball High, Tracy High, and West High 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 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: Provide suicide awareness and prevention services: The Yellow Ribbon Campaign, Safe Talk, and Depression Group Counseling to Tracy HS, Kimball HS, West HS, and Duncan-Russell/Stein Continuation HS during 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 180 ( ) [ ] **HOURS** [X] **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 $0.00 per [X] **HOUR** [ ] **DAY** [ ] **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 [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 18, 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: August 12, 2025
SUBJECT: **Approve Agreement for Contract Services with CalFresh Healthy Living (Parent), San Joaquin County Public Health, for the 2025-2026 School Year**

BACKGROUND: The Tracy Unified School District (TUSD) has offered parenting classes and parent outreach workshops to families, as a supportive service in previous years. CalFresh Healthy Living will work to educate families on nutrition and cooking literacy. The program demonstrates food groups, how to read a recipe, limiting sugar in foods, health benefits of fruits and vegetables and types of processed foods.

RATIONALE: There are many potential benefits to coordinating parent outreach workshops at TUSD school sites. Additionally, this service aligns with TUSD's LCAP Goal 2) Provide a safe and equitable learning environment for all students and staff, Priority 3) Parent Engagement.

FUNDING: This is a free service to TUSD.

RECOMMENDATION: Approve Agreement for Contract Services with CALFresh Healthy Living (Parent), San Joaquin County Public Health 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 NEOP/SJC CalFresh Healthy Living, 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 parent workshops intended to encourage healthy meal prepping and planning balanced and tasty meals for their family during the 2025/2026 school year. Participants will learn about stress and its' contribution to unhealthy habits, personal relationship to food, how healthy eating effects good physical and mental health.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1-1.5 ( ) [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 $0.00 per [ ] **HOUR** [ ] **DAY** [ ] **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 $_____ 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 18, 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 [ ] **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: May 27, 2025
SUBJECT: **Approve Agreement for Contract Services Between Community Medical Centers and Tracy Independent Study Charter School for the 2025-2026 School Year**

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

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

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

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

Prepared by: Samia Basravi, Coordinator of Prevention Services.

COMMUNITY
Medical Centers

AGREEMENT FOR SPECIAL CONTRACT SERVICES

2025 - 2026 School Year Mental Health Services

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

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

1. Contractor shall perform the following duties:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREED:

Contractor:	Community Medical Centers, Inc.	**District:**	Tracy Unified School District
By:	_____	By:	_____
Name/Title:	Christine Noguera, CEO	Name/Title:	_____
Federal ID No.:	94-2437106	Date:	_____
Date:	_____		
		_____	
		Department/Site Approval	
		_____	
		Budget Approval	
		_____	
		Date Approved by the Board	

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

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 12, 2025
SUBJECT: **Approve Agreement for Contract Services with Operation Scholars for One Part-Time 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 $8,085.00. Services will be paid with Kelly site funds and Title 1 funds.

RECOMMENDATION: Approve Agreement for Contract Services with Operation Scholars for one part-time 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 a part time Behaviorist to serve Kelly Elementary School. 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 105 ( ) [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 $ 8,085.00. 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 13, 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: August 12, 2025
SUBJECT: **Ratify Agreement for Contract Services between Community Medical Centers and South West Park Elementary School, Duncan Russell, and Stein 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 Community Medical Centers to provide school-based mental health counseling to South/West Park Elementary, Duncan Russell & Stein Continuation High. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and /or career goals; and Goal #3: Apply fiscal operational and community resource to ensure a safe learning environment that supports staff and students.

FUNDING: The total cost for Community Medical Centers services will not exceed $56,160.00. Services will be paid for using CCSPP Grant funds.

RECOMMENDATION: Ratify Agreement for Contract Services between Community Medical Centers and South/West Park Elementary, Duncan Russell, & Stein Continuation High for the 2025-2026 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

COMMUNITY
Medical Centers

AGREEMENT FOR SPECIAL CONTRACT SERVICES

2025 -2026 School Year Mental Health Services

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

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

1. Contractor shall perform the following duties:

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

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

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

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

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

   A. District shall pay Contractor a **total of fifty six thousand one hundred and sixty dollars ($56,160.00).** Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

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

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

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

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

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

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

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

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

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

8. Contractor certifies that 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.

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

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

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

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

AGREED:

Contractor:	Community Medical Centers, Inc.	**District:**	Tracy Unified School District
By:	_____	By:	_____
Name/Title:	Christine Noguera, CEO	Name/Title:	_____
Federal ID No.:	94-2437106	Date:	_____
Date:	_____		

_____
Department/Site Approval

_____
Budget Approval

_____
Date Approved by the Board

Exhibit A

Tracy Unified School District / Community Medical Centers, Inc.

2025 – 2026 School Year Mental Health Schedule

SCHOOL SITE	NUMBER OF DAYS OF SERVICE PER WEEK	TOTAL HOURS FOR THE YEAR
SOUTH WEST PARK ELEMENTARY SCHOOL	1	234
DUNCAN RUSSELL	1	234
STEIN	1	234
TOTAL HOURS FOR ALL SCHOOL SITES FOR THE 2024/2025 SCHOOL YEAR		**702**
TOTAL COST FOR MENTAL HEALTH SERVICES @ $80 /HR FOR 2024/2025 SCHOOL YEAR		**$56,160.00**

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 12, 2025
SUBJECT: **Approve Agreement for Contract Services with CalFresh Healthy Living (Student), San Joaquin County Public Health, for the 2025-2026 School Year**

BACKGROUND: CalFresh Healthy Living, a free program of San Joaquin County Public Health is a youth interactive, learner-centered curriculum that focuses on nutrition and cooking literacy. The program demonstrates food groups, how to read a recipe, limiting sugar in foods, health benefits of fruits and vegetables and types of processed foods.

RATIONALE: Tracy Unified School District uses a whole child approach to address the physical and mental wellbeing of a child. Through the intervention provided by CalFresh Healthy living program, students will learn to incorporate nutritionally balanced meals into their daily diet. The interactive program supports healthy connections to food, self, and community. TUSD will contract with CalFresh Healthy Living, a free program of San Joaquin County Public Health Services to eleven (11) school sites: Bohn Elementary, Central Elementary, Freiler School, Hirsch Elementary, Jacobson Elementary, Kelly School, McKinley Elementary, North School, Poet School, South West Park Elementary, and Villalovoz Elementary. 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: This is a free service to TUSD.

RECOMMENDATION: Approve Agreement for Contract Services with CALFresh Healthy Living (Student), San Joaquin County Public Health 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 NEOPJSJC CalFresh Healthy Living, 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 in class information and demonstration of healthy food choices to youth in 4th grade. Curriculum will focus on nutrition and cooking literacy. Youth will participate in interactive activities that support healthy connections to food, self and community. This intervention will be available to Bohn, Central, Freiler, Hirsch, Jacobson, Kelly, Mckinley, North, Poet, South West Park, and Villalovoz.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1-1.5 ( ) [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 $0.00 per [x] **HOUR** [ ] **DAY** [ ] **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 $_____ 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 18,2025, 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

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: July 31, 2025
SUBJECT: **Ratify Agreement for Contract Services between Alegre Care Inc. and Health Services Department for the 2025-2026 School Year**

BACKGROUND: The Tracy Unified School District (TUSD) provides health services to all students who may be experiencing health challenges. With a growing number of students experiencing health related issues and the lingering COVID 19 pandemic health interventions in the school setting are crucial now more than ever. Alegre Care Inc will serve to supplement the nursing staff needs for our health service department.

RATIONALE: The agency that TUSD has used for years Alegre Home Care for years and has had a very difficult time filling all of TUSD's needed nursing positions after COVID hit us. There has been a very high turnover in health care and nursing. This new contract will continue to help supplement the nursing staff needed for Health Services.

FUNDING: The total cost for Alegre Care Inc. services will not exceed $500,000. Services will be paid with Unrestricted General Funds.

RECOMMENDATION: Ratify Agreement for Contract Services between Alegre Care Inc. and Health Services Department for the 2025-2026 School Year.

Prepared by: Jason Noll, Director of Student 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 Alegre Care, Inc. dba Alegre Home Care and Staffing, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Perform catheterizations, manage diabetics, provide 1-on-1 LVN/RN services and perform other duties as required.

District shall pay rates as follows: LVN1- $58.50/hr, LVN2 Vision/Hearing Certificate- $60.50/hr,

RN- $90.00/hr, RN/BSN (Credentialed School Nurse)- $110.00/hr

Alegre Home care is aware that these LVN contracted position are temporary and will be released once the position is filled by TUSD

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 225 ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location District Wide.

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

   a. District shall pay $see rate above per [ ] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $500,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on July 1st 2025, and shall terminate on June 30th 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, Erica Contreras, at (209) 830-3280 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:

Simon Valdez
Contractor Signature — Title

46-4825783
IRS Identification Number

Client Services manager
Title

4830 Redwood Highway
Address

#A10

San Rafael CA 94903

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 16, 2025
SUBJECT: **Approve Air Tutors to Provide Tutoring Services for Students at Tracy Independent Study Charter School for the 2025 -26 School Year**

BACKGROUND: Air Tutors is an online tutoring platform that has been in business for six years. Air Tutors has partnered with many other school districts since the pandemic began to help address learning loss. Air Tutors provide online tutoring services that can be easily accessed by students in our online, independent study format.

RATIONALE: The purpose of the request is to establish a partnership between Air Tutors and Tracy Independent Study Charter School for the 2025-26 school year to provide intervention services for students to access online in groups of no more than five students in any language. The goal of the partnership is to aid students who need additional instruction and assistance to be successful in this program.

FUNDING: The cost, not to exceed $50,000, will be funded by LCFF funds provided to Tracy Unified School District for the purpose of implementing intervention services to students.

RECOMMENDATION: Approve Air Tutors to Provide Tutoring Services for Students at Tracy Independent Study Charter School for the 2025-26 School Year.

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



AirTutors

AIR TUTORS
CONTRACT FOR SERVICES AGREEMENT

This Air Tutors Contract for Services Agreement (the "Agreement") made this June 2025 ("Effective Date"), by and between Air Tutors, LLC ("Air Tutors"), Tracy Unified School District (the "District"), (collectively "the Parties").

(1) Statement of Services

(a) Scope of Agreement.

This Agreement contains the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior agreements, proposals, negotiations, letters of intent, or other correspondence, whether written or oral, relating to the provision of Air Tutors' services.

(b) Scope of Work.

i) Accelerated Learning Outcomes

Subject to the following terms and conditions, Air Tutors shall provide scheduled and on-demand tutoring services to students of the District (the "Services").

Air Tutors will create small online learning communities throughout the District that are designed to reinforce current classroom topics through highly innovative small-group acceleration programs. Regardless of what school a student is enrolled in, Air Tutors will provide students with a dedicated educator focused on advancing their personal skill sets. Groups will be meticulously tailored by placing students located district-wide together based on proficiencies, personalities, and needs. As much as possible, students will be grouped together based on their enrolled school site, teacher, and academic subject for curriculum alignment.

The District will choose which school sites and academic subjects to focus on, and Air Tutors will provide special attention to English Learning students. Reclassified Fluent English Proficient and English Learning students will be grouped together with educators that can speak their native language and that have academic expertise in the subject area of focus. Students with special needs and learning differences will be placed with educators that have a track record of boosting outcomes with their unique needs.

Teachers, Counselors, and site administrators will help increase awareness about the Air Tutors program to students and parents while also specifically recommending those that would benefit most. Air Tutors will bolster their efforts through parent and student outreach with engagement occurring in each student's native language. Air Tutors will get to know each student's unique needs, create groupings, and provide wrap-around support for parents, teachers, and administrators. Text messages, emails, and

phone calls will increase student participation, and session reminders will encourage students to submit assignments to their tutors before their session starts.

Air Tutors staff will provide the Services for the District's entire course catalogue in, but not limited to, the following areas of study: Elementary school math, elementary school reading and fluency, executive functioning, Middle School Core Courses, Pre-Algebra, Algebra 1, Geometry, Algebra 2, Algebra 2 Honors, Financial Algebra, Pre-Calculus, AP Calculus AB, AP Calculus BC, Trigonometry, Probability and Statistics, AP Statistics, Astrophysics, Biology, AP Biology, Chemistry Honors, Chemistry, AP Chemistry, Earth and Space Science, Earth Science Honors, AP Environmental Science, Marine Science, Physics, Honors Physics, AP Physics C, Physiology, AP European History, Economics, AP Government, AP Economics, Human Geography, AP Human Geography, Introduction to Law, American Foreign Policy, Modern World History, Honors Modern World History, Introduction to Psychology, AP Psychology, U.S. History Honors, U.S. History, AP U.S. History, Music Theory, AP Music Theory, Creative Writing , English K-12, Honors English 9-11, AP English Literature, Chinese (Mandarin) 1-4, AP Chinese Language & Culture, French 1-4, AP French, Latin 1-4, Spanish 1-4, Honors Spanish Speakers, AP Spanish Literature.

The District is responsible for providing a list of students, the subject(s) they require tutoring in, as well as the necessary contact information when available for Air Tutors.

In addition to one-on-one tutoring, Air Tutors will provide Services to small groups of students (with no student group exceeding 5 students) when feasible per the students' and Air Tutors' time restraints. If the Services are to be rendered during the school day, to the extent to which it is possible, the District will exercise its reasonable abilities in providing as many days and timeframes for the Services for Air Tutors staffing needs as possible. If twenty (20) or more tutors are required at the same exact day and time for the Services, the District will provide Air Tutors the available days and times for the Services in a mutually beneficial timeline.

Air Tutors will align with the District's curriculum, schedule, and, as much as possible, English Learning students will be matched with tutors that speak the students' native languages.

Air Tutors will provide one (1) tutor to provide the Services per tutoring session.

(c) Staff Responsibility.

Air Tutors shall assume sole responsibility for the supervision and qualification of its staff.

(d) Staff Replacement.

If the District requests replacement of a tutor, Air Tutors will assign a new tutor to the student or small group assignment with a tutor of substantially equivalent qualifications.

(2) Payment/Consideration

(a) Budget.

i) Accelerated Learning Outcomes

The Services performed by Air Tutors shall be billed in accordance with the unit cost below.

- 1 hour of Services = $100.00

The total budget for Services rendered pursuant to this contract is not to exceed $50,000.00.

If this agreement is terminated by either party, the District shall pay for the value of all services rendered up through the date of termination.

(b) Billable time and Pricing.

i) Accelerated Learning Outcomes

The District agrees to pay for the Services on a biweekly basis as the Services are rendered. Purchase order total will be deducted from the biweekly payments and tracked throughout the program.

(c) Invoices.

Invoices will be generated and submitted by Air Tutors in accordance with the aforementioned timelines.

(3) Proprietary Rights

(a) Air Tutors Property.

Any ideas, concepts, know-how, techniques, sequence, or organization relating to data processing developed during the course of this Agreement by Air Tutors, or jointly by Air Tutors and the District, shall be the exclusive property of Air Tutors.

(b) Competitive Software.

Except as aforesaid, nothing in this Agreement shall be construed so as to preclude Air Tutors from developing, using, or marketing programs or other materials that may be similar and/or competitive with that prepared for the District hereunder, irrespective of whether such programs are similar or related to the programs developed under this Agreement.

(4) Warranty of Performance

(a) Standard of Performance.

Air Tutors shall exercise its reasonable efforts to provide tutors at the times and with the subject matter expertise sought by the District on an "on-demand" basis. In the event that a tutor is not available at the time or with the particular subject matter expertise desired, Air Tutors will provide such a tutor as soon as one becomes available.

(b) Disclaimer of Implied Warranties.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(5) Termination

(a) Termination Rights.

Either party may terminate this Agreement upon not less than 30 business days prior written notice. Termination of this Agreement shall constitute termination of all scheduled Service Hours.

(b) Scheduled Termination.

This Agreement shall expire and self-terminate on June 30, 2025. No renewal of this contract shall be given effect absent the written consent of Air Tutors' CEO, Hasan Ali, and District representative, Annabelle Lee.

(6) Independent Contractors

In the performance of this Agreement, Air Tutors, together with its staff, is acting as an independent contractor and not as an employee or agent of the District.

(7) Liability

(a) Limitation of Liability.

IN NO EVENT WILL AIR TUTORS BE LIABLE TO DISTRICT OR TO ANY THIRD PARTY FOR LOST PROFITS, LOST SAVINGS, OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE DISTRICT'S USE OR INABILITY TO USE THE SERVICES RENDERED HEREUNDER, EVEN IF AIR TUTORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Time Limitation.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED, EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO (2) YEARS OF THE DATE OF LAST PAYMENT.

(8) General Provisions

(a) Discrimination.

Air Tutors will not knowingly discriminate against any employees or applicants for employment in connection with the Services because of race, creed, color, natural origin, sex, or age.

(b) Exclusive Remedies.

District's remedies in this Agreement are exclusive.

(c) Entire Agreement/Assignment.

This Agreement: (i) is the complete and exclusive statement of the agreement between the parties which supersedes all proposal oral or written and all other communications between the parties relating to the subject of this Agreement; and (ii) may not be assigned, sublicensed, or otherwise transferred by District without the prior written consent of Air Tutors, but its terms and conditions shall extend to and bind any permitted successor or assign.

(d) Governing Law.

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

(e) Severability.

The failure by either party at any time to require performance of the other party of any provision of this Agreement shall in no way affect the right of such party thereafter to enforce the same provision, nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself. Should any portion of this agreement be found to be unenforceable, the remainder of the Agreement shall remain in force and interpreted as omitting the portion deemed unenforceable.

(g) Titles.

The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

AIR TUTORS, LLC

DATED 06/16/2025

By: Hasan Ali, CEO

TRACY UNIFIED SCHOOL DISTRICT

DATED_____

By: Tania Salinas, Associate Superintendent of Business Services

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc Supt of Ed Services
DATE: July 17, 2025
SUBJECT: **Approve Specialized Grant Funding for the 2025-2026 Agriculture Incentive Grant for Merrill F. West High**

BACKGROUND: The State Department of Education requires that school districts submit an application in order to receive funding for Agriculture Incentive Grant, and that this application be approved by local school board.

RATIONALE: The Grant provides additional money for materials, travel and equipment for students and teachers. By accepting these funds, the District agrees to supplement the Agricultural program by an in-kind match of the funds in the amount of $44,270. These activities align with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social an emotional potential, and Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The Grant will provide $44,270. And the district is responsible for supplying in-kind matching funds. The matching funds have been accounted for through the Perkins Grant, CTE, CTEIG, West High Scholl site budget, Title 1, and ASB funds for the Agriculture Department. No additional funds are required from the district.

RECOMMENDATION: Approve Specialized Grant Funding for the 2025-26 Agriculture Incentive Grant for Merrill F. West High.

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

Application for Funding
Agricultural Career Technical Education
Incentive Grant Program Year 2025–2026

Project Duration: July 1, 2025, to June 30, 2026

School Site: Merrill F West High School

District: Tracy Unified School District

Certification:

I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

Signature of Authorized Agent	Dr. Robert Pecot Authorized Agent Title
Signature of Agriculture Teacher Responsible for Program	Signature of Principal

Agriculture Teacher Summer Contact Cell Number: 2098157276

Local Educational Agency (LEA) Board Approval Date: 8/12/25

Printed Name of Agriculture Teachers for 2024–25:

Marlene Hepner	Audrianna Farmer
Taylor Lehfeldt	Kari Cabrera
Brenda Petersen	Ashley Nelson

PART A – Base Level Funding

In order to qualify for the Agriculture Education Incentive Grant an LEA must meet all the following criteria or provide a Variance approved by the Regional Supervisor for each criterion not met. All evidence must be included with the original application submitted to the Regional Supervisor.

Note: Stand-alone middle school programs will only be required to complete Part A.

☑ 1. Properly Credentialed Teachers:
Log onto the California Commission on Teacher Credentialing (CTC) and provide printout of credentials or provide a copy of current credentials. (2025 - Required for teachers that were hired for 2024-25.)

☑ 2. Professional Development:
Provide printout from teacher journal in Agriculture Experience Tracker (AET) verifying professional development activities. Each teacher (50% of their teaching load in agriculture) must have participated in six approved professional development activities.
(2025 - Required for all teachers employed during 2024-25 school year.)

☑ 3. Course Sequence:
Provide documents/evidence of at least one three-year course sequence. (2025 - Nothing required unless the sequence has changed since last year.)

☑ 4. Grading of Future Farmers of America (FFA) and Supervised Agricultural Experience Participation (SAE):
Provide a copy of course syllabus identifying grading of FFA and SAE. (2025 - Only required for **New** courses that were taught in 2024-25 or if changes have been made to your department policies.)

☑ 5. Alternative Credits:
Submit description of at least one course meeting A-G, Dual Enrollment, Articulation, etc. (2025 - Nothing required unless there has been changes in 2024-25.)

☑ 6. Future Farmers of America Constitution and By-Laws:
Provide a copy of the current Chapter Constitution and Bylaws with the election of officers highlighted. (2025 - Nothing required unless there has been changes in 2024-25.)

☑ 7. Future Farmers of America Meetings:
Use meeting manager in AET or provide minutes for a minimum of six chapter meetings. (2025 - Required.)

☑ 8. Agriculture Advisory Committee:
Provide meeting minutes for two Agriculture Advisory Committee meetings. (2025 - Required)

Checking all the required criteria as being met qualifies the LEA for Part A funding. Verification of meeting each criterion must be provided to the Regional Supervisor.

PART A – Base Level Funding (Continued)

Qualified Program ($4,500) to each site		$ 4,500
Number of Agriculture Teachers teaching at least one approved agriculture course in 2024-25?	6	
Teacher based funding (Number of teachers x $500)		$ 3,000
Number of Students as identified on the 2024-25 FFA Membership roster?	702	
Student based funding (Number of students x $10)		$ 7,020
Class size funding A (number of teachers meeting level A in all classes – 31 in classroom/25 in shop classes)	1	
Class size A funding (Number of teachers meeting level A class size x $1,000)		$ 1,000
Class size funding B (number of teachers meeting level B in all classes – 28 in classroom/22 in shop classes)	5	
Class size B funding (Number of teachers meeting level B class size x $2,000)		$ 10,000

Total Part A Funding: $ 25,520.00

PART B – Additional Funding

LEA's may qualify for additional funding based on their ability to meet specific classroom, leadership, and experiential learning (SAE) criteria. It is not necessary for a program to meet all criteria in each category to be eligible to receive additional funding. Verification of meeting criteria will be taken from entries in the AET. The AET report will be developed based on data as of June 30th. Funding in each section will be based on the number of points accumulated in that section. This report will be used to complete Part B and will be included as part of the application.

Based on the 2024-25 Agricultural Education Incentive Grant Report, and points accumulated, the LEA may qualify for base level funding through the classroom section, leadership section, and experiential learning (SAE) section.

An LEA shall qualify for Part B funding in each section if they meet the predetermined base level. Bonus funding is earned if a program exceeds the predetermined base level by twenty percent (20%). LEA's meeting the base level shall receive $2,250 plus $250 per qualified teacher. LEA's meeting the bonus level shall receive an additional $2,250 plus an additional $250 per qualified teacher.

Note: An LEA may qualify for Level A, Level B, or no funding in each section but shall not qualify for both funding levels in a section. Example: The LEA qualifies for Level A funding in the Classroom Section, Level B in the Leadership Section and no funding in the SAE section.

PART B – Additional Funding (Continued)

Classroom Section

Points Earned as Identified in the AET Report	437	
Level A Funding: (number of teachers x $250) + $2,250		
Level B Funding: (number of teachers x $500) + $4,500		
Total Classroom Section Funding		$ 0.00

Leadership Section

Points Earned as Identified in the AET Report	450	
Level A Funding: (number of teachers x $250) + $2,250		$ 3,750.00
Level B Funding: (number of teachers x $500) + $4,500		
Total Leadership Section Funding		$ 3,750.00

Experiential Learning SAE Section

Points Earned as Identified in the AET Report	1,653	
Level A Funding: (number of teachers x $250) + $2,250		
Level B Funding: (number of teachers x $500) + $4,500		$ 7,500.00
Total Experiential Learning SAE Section		$ 7,500.00

Total Part B Funding: $ 11,250.00

Part C – Program Funding

LEAs may qualify for additional funding based on their ability to meet specific program criteria. To qualify for Program Funding, a program must show evidence of meeting all criteria identified. Evidence must be submitted at the time the original application is submitted to the Region Supervisor.

Budget Category 4000: Books and Supplies

Item	Budget (Column A)	Budget Match (Column B)
Consumables/Supplies	$ 21,270.00	$ 21,270.00
Total 4000	$ 21,270.00	$ 21,270.00

Budget Category 5000: Services and Operating Expenses, Travel, Conferences, Rentals, etc.*
*Each Line Item in Object Code 5000 must be matched.

Item	Budget (Column A)	Budget Match (Column B)
Conferences/Travel	$ 20,000.00	$ 20,000.00
Services	$ 3,000.00	$ 3,000.00
Total 5000	$ 23,000.00	$ 23,000.00

Part C – Program Funding (Continued)

To qualify for Part C Program Funding, a site must show evidence of meeting the following. If any item is not met, the program is not eligible to apply for Part C funding.

☑ Each teacher (50 percent of their teaching load in agriculture) must have participated in eight approved professional development activities.

☑ Agenda and Minutes for three Agriculture Education Advisory Committee meetings.

☑ Each teacher (50 percent of their teaching load in agriculture) must have an extended contract and/or a project supervision period. The project supervision period must be in addition to the provided prep period.

If a program has met the three required criteria, they are eligible for funding and must complete the following Sections.

Section A – Earn one point for each criterion met.

☑ Held an FFA Officer team retreat or other planning activity prior to the start of school and continued to hold meetings during the year to plan FFA activities.

☐ In addition to the Agricultural Education Advisory Committee, the program has an Agriculture Boosters Club and/or an FFA Alumni Chapter.

☐ Program hosted a Student Teacher.

Total Points Section A: 1
(3 Points Possible)

Section B – Earn points based on AET California Ag CTE Incentive Grant Application Report. Points Earned as Identified in the AET Report for D–Program:

Total Points Section B: 203
(Section A + Section B Points)

Section A Funding: ($5,000) _____

Section B Funding: ($7,500) $ 7,500.00

Total Part C Funding: $ 7,500.00

Part A Base Level Funding: $ 25,520.00

Part B Additional Funding: $ 11,250

Part C Program Funding: $ 7,500

Grand Total Funding: $44,270

Budget Category 6000: Capital Outlay*
*Each Line Item in Object Code 6000 must be matched.

Item	Budget (Column A)	Budget Match (Column B)
Total 6000	$ 0.00	$ 0.00

Grand Totals: $ 44,270.00 $ 44,270.00

Posted by: California Department of Education - April 2025

Budget Report
Agricultural Career Technical Education
Incentive Grant

Due Date: Budget Report is due in Regional Supervisor's Office by October 15.

Program Year: 2025 - 2026

School Site: Merrill F West High School

District: Tracy Unified School District

K Cabrera

Electronic Signature of Person Preparing Report

Electronic Signature of Agriculture Teacher Responsible for Program

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 1, 2025
SUBJECT: **Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School during the 2025-2026 School Year**

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

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at Williams 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 career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: The District shall pay $12,500 for the nine-week parent class, not to exceed $12,500. The cost of the program will be paid by District A-G Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School during the 2024-2025 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 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: Eight week parent class to educate parents and increase parent involvement at Williams Middle 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 Eight ( ) [ ] 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 $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 January 1, 2026, 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.

Rev. 06.23.16

Scanned with CamScanner

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, Jenny Hoffman, at (209) 830-3345 ext: 5474 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

Scanned with CamScanner

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

33-0259135
IRS Identification Number

Executive Director
Title

3641 Mitchell Rd. Suite 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

Scanned with CamScanner

SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Jenny Hoffman, School Principal

From: Gabriela Rios, Executive Director

Date: May 28, 2025

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

RECITALS

Scope of Services: 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.

A. Time of Class: **TBD** Morning ____ Evening _____

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

In Person: Morning or Evening - PIQE will offer a class in the (morning, evening, both) starting with the Orientation through Graduation ceremony.

Virtual – PIQE will offer online through the Zoom platform during the evenings starting with the Orientation and finishing with a Graduation ceremony.

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.

Parent Institute for Quality Education
2405 E Plaza Blvd National City, CA 91950
Telephone: 619.420.4499
www.piqe.org

© PIQE 2022

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.

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 **Earle E. Williams Middle School** under the terms and conditions noted.

_____ _____

Jenny Hoffman, School Principal Date

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: July 14, 2025
SUBJECT: **Ratify Agreement for Licensing of Magic School AI Platform at Williams Middle School for the 2025-2026 School Year**

BACKGROUND: Magic School AI is the most used platform in education, with over 3 million users. It provides over 70 tools to help teachers. The licensing requested is for teacher use to aid in providing improved instruction to meet students' varied learning needs.

RATIONALE: The request is to purchase licenses for Williams Middle School teachers that will allow them to use the platform using single sign-on and to save output history, create presentations, and export content to Microsoft.

FUNDING: The cost, not to exceed $5000 will be funded by Williams' Title 1 account.

RECOMMENDATION: Ratify Agreement for licensing of Magic School AI Platform at Williams Middle School for the 2025-2026 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 Magic School AI, 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 enterprise licenses for all WMS teachers to use the Magic School AI platform, integrated with Clever SSO, and to enable all of the tools that the platform offers to create, customize, export, and save generated content from Magic School to support differentiated lesson planning and instructional tools for students. This includes a 60 minute virtual PD 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 360 ( ) [ ] **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 $4799.20 per [ ] **HOUR** [ ] **DAY** [x] **FLAT RATE**, not to exceed a total of $4799.20. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on July 28, 2025, and shall terminate on July 28, 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, Jenny 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:

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

Rev. 06.23.16

Quote Name	Renewal - Earl E Williams Middle School - Annual, 25/26

Quote To Name	Earl E Williams Middle School	Created Date	6/11/2025
Contact Name	Jenny Hoffman	Expiration Date	7/15/2025
Email	jhoffman@tusd.net	Quote Number	00004068
Phone	209-830-3345		

Description	Annual renewal quote based on student enrollment

Product	List Price	Sales Price	Quantity	Subtotal	Discount (Percentage)	Total Price
MagicSchool Enterprise (501-1,000 Enrollment)	$5,999.00	$5,999.00	1.00	$5,999.00	20.00%	$4,799.20
Virtual PD (60 Min Session)	$500.00	$500.00	1.00	$500.00	100.00%	$0.00

Subtotal	$6,499.00
Total Price	$4,799.20

Questions? Contact Me

Alemayehu Bahta

alemayehu@magicschool.ai

Magic School, Inc.
4845 Pearl East Cir
Ste 118 PMB 83961
Boulder, CO 80301-6112
United States

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 16, 2025
SUBJECT: **Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees**

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Clark, Kamara Head Counselor	THS	06/30/2025	Accepted position
Deol, Susana Counselor	WHS	06/30/2025	Accepted position
Etcheverry, Danielle Speech Language Pathologist	DEC/SpEd	06/30/2025	Accepted position
Fulkerson, Janet Elementary Attendance Clerk	HES	07/27/2025	Accepted Position
Manley, Charles Counselor	THS	06/30/2025	Accepted position
Munoz, Audra Assistant Principal	NES	06/30/2025	Accepted position
Reese, Sophy Assistant Principal	HES	07/03/2025	Personal

Simas, Michelle Counselor	WMS	06/30/2025	Accepted position

BACKGROUND: **CERTIFICATED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Chitwood, Cameron Teacher	THS	06/30/2025	Personal
Escalante, Alana Teacher	WHS	07/14/2025	Personal
Huber, Sonia Teacher	KHS	07/08/2025	Personal
Moerbeck, Bryce Teacher	KHS	06/30/2025	Personal
Mullen, Tyler Teacher	KHS	06/30/2025	Accepted position
Pine, Molly Teacher	TISCS	06/30/2025	Personal
Rajkovich, Macy Teacher	WHS	06/30/2025	Personal
Rocha, Bernadete Teacher	JES	06/25/2025	Personal
Williams, Melinda Teacher	WHS	07/16/2025	Personal

BACKGROUND: **CERTIFICATED RETIREMENTS**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Frings, Laura Teacher	HES	05/30/2025	Retirement
Luperine, Gary Teacher	AFES	05/29/2025	Retirement

BACKGROUND: **CLASSIFIED RETIREMENTS**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Alvaro, Sherri Special Education Para Educator	WHS	07/04/2025	Retirement
Pemberton, Christine Para Educator II	CES	07/03/2025	Retirement

BACKGROUND: **CLASSIFIED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Alvarez, Vanessa Clerk II	DEC	07/31/2025	Accepted Position
Arevalos, Yesenia Para Educator I	JES	07/31/2025	Accepted Position
Azevedo, Sonia Para Educator I	JES	07/31/2025	Accepted Position
Brown, Isabelle Utility Person III	MOT	08/01/2025	Personal
Cedillo, Rebecca Para Educator II	HES	07/23/2025	Accepted Position
Chavez, Elizabeth Adult Education Para Educator	TAS	07/31/2025	Accepted Position
Chittur Gopalakrishnan, Meera Para Educator I	SWP	07/31/2025	Accepted Position
Contreras, Irma Bilingual Para Educator I	WHS	07/24/2025	Accepted Position
Dacasin, Maria Lourdes Clerk Typist I	SWP	07/31/2025	Accepted Position
Hubregtse, Katherine Para Educator I	PES	07/31/2025	Accepted Position
Jett, Andrea Para Educator I	SWP	07/31/2025	Accepted Position

Kapoor, Nikita Special Education Para Educator	THS	07/31/2025	Accepted Position
Kutti, Priya Special Education Para Educator	MVMS	07/31/2025	Accepted Position
Mavis, Michelle Special Education Para Educator	DEC	07/31/2025	Accepted Position
Medina, Frida Para Educator I	NES	05/29/2025	Personal
Mohile, Deepti Para Educator I	HES	06/30/2025	Accepted Position
Mora, Mariza IEP Para Educator I	MVMS	7/24/2025	Accepted Position
Mullins, Marsha School Supervision Assistant	PES	07/06/2025	Deceased
Ortiz, Nancy Parent Liaison	SWP	07/15/2025	Accepted Position
Quarbani, Haidee Paraprofessional II	TAS	07/31/2025	Accepted Position
Ramirez Camacho, Micaela Food Service Worker	KHS	07/31/2025	Accepted Position
Rheinor, Miriam Special Education Para Educator	FES	07/31/2025	Accepted Position
Rodarte Chan, Aimee School Supervision Assistant	JES	07/31/2025	Accepted Position
Sanchez, Lis Food Service Worker	GKES	06/06/2025	Personal
Sekar, Sasirekha Para Educator I	JES	07/15/2025	Personal
Virgin-Casas, Rocio High School Administrative Secretary	KHS	07/29/2025	Accepted Position
West, Terisa Para Educator I	FES	07/31/2025	Accepted Position

BACKGROUND: **COACH RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Andrews, Garrett Varsity Football Assistant	WHS	6/30/25	Personal
Berg, Dominic Cross Country Assistant	THS	6/18/25	Personal
Colvard, Anthony Girls' JV Basketball	THS	6/18/25	Personal
Mavis, Michelle Swimming Assistant	THS	6/13/25	Personal

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

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 31, 2025
SUBJECT: **Approve Classified, Certificated, and/or Management Employment**

BACKGROUND:	**MANAGEMENT/CLASSIFIED CONFIDENTIAL**
Amezquita, Christian	Williams Middle School Counselor (Replacement) LMP 5, Step D - $110,013.00 Fund: General - 50%, Title 1 – 50%
Anaya, Julie	DEC/Educational Services Dual Enrollment Counselor (New) LMP 11, Step H - $141,222.00 Fund: Targeted SES
Black, Ryan	DEC/Special Education School Psychologist (New) LMP 8, Step B - $106,449.00 Fund: Special Education
Call, Reed	DEC/Financial Services Temporary Retired Annuitant (8/13/25 - 10/31/25) LME 58, Step A - $700.85/day Fund: General
Clark, Kamara	Tracy High School Counselor (Replacement) Class LMP 7, Step H - $136,083.00 Fund: General

Deol, Susana	North Elementary School Assistant Principal (Replacement) LME 51, Step D - $144,242.00 Fund: 80% General, 20% ELOP
Fogarty, Jonathan	DEC/Special Education Program Specialist (New) Class: LME 47, Step D - $151,717.00 Fund: Special Education
Fulkerson, Janet	Hirsch Elementary School Elementary School Secretary (Replacement) LMH 8, Step C - $34.13 per hour Fund: General
Manley, Charles	Tracy High School Head Counselor (Replacement) Class: LMP 11, Step G - $137,515.00 Fund: General
Mullen, Tyler	Central Elementary School Assistant Principal (Replacement) LME 51, Step A - $124,610.00 Fund: 80% General 20%ELOP
Munoz, Audra	West High School Assistant Principal (Replacement) Class: LME 54, Step E - $171,804.00 Fund: 80% General, 20% ELOP
Simas, Michelle	West High School Counselor (Replacement) Class: LMP 7, Step H - $136,083.00 Fund: General
Vargas, Alexandra	Williams Middle School Counselor (Replacement) Class: LMP 5. Step 1 - $94,882.00 Fund: General
BACKGROUND:	**CERTIFICATED**
Anastasio, Samantha	Bohn Elementary School Kindergarten (Replacement) Class III, Step "B"1 - $68,088.00 Fund: General

Archer, Kayla	Jacobson Elementary School 3rd Grade (Replacement) Class III, Step "A"1 - $65,038.00 Fund: General – Unrestricted
Betoshana, Natalie	Central Elementary School 3rd Grade (Replacement) Class III, Step "B"1 - $68,088.00 Fund: General
Beyer, Madison	Williams Middle School 6th Grade (Replacement) Class I, Step "A" 1 - $65,088.00 Fund: General
Bosch, Samatha	Villalovoz Elementary School 4th Grade (Replacement) Class III, Step "A" 2 - $65,038.00 Fund: General
Buenrostro, Alondra	Villalovoz Elementary School Transitional Kindergarten (Replacement) Class I, Step "A"1 - $65,038.00 Fund: General
Castro, Stephanie	Art Freiler Elementary School SDC 6-8 Mild/Mod. (Replacement) Class II, Step "A" 1 - $65,038.00 Fund: Special Education
Divis, Natalie	Monte Vista Middle School 6th Grade (Replacement) Class I, Step "A" 1 - $65,038.00 Fund: General
Espinoza, Leticia	Jacobson Elementary School 4th Grade (New) Class VI, Step "B" 4 - $80,790.00 Fund: General
Garnica, Diana	South/West Park Elementary 3rd Grade Bilingual (Replacement) Class III, Step "B" 1 - $68,088.00 Fund: General
Gonzalez, Jennifer	Williams Middle School Physical Education (Replacement) Class I, "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
Gonzalez, Maria	Williams Middle School ELD (Replacement) Class IV, Step "B" 2 - $74,155.00 Fund: General
Gurumoorthy Subramanian, Dhivya	McKinley Elementary School RSP TK-5 (New) Class I, Step "A" 2 - $65,038.00 Fund: General Education
Hicks, Lauren	Monte Vista Middle School ELD (Replacement) Class I, Step "A" 1 - $65,038.00 Fund: General
Hothi, Munjoat	West High School Biology (Replacement) Class III, Step "B" 3 - $70459.00 Fund: General
Hunt, Nicole	Hirsch Elementary School Kindergarten (Replacement) Class I, Step "A" 1 - $65,038.00 Fund: General
Ibrahimkhail, Safa	Hirsch Elementary School 5th Grade (Replacement) Class I, Step "A" 1 - $65,038.00 Fund: General – Unrestricted
Ilochi, Kristine	Monte Vista Middle School Read 180 (Replacement) Class III, Step "B" 20 - $92,033.00 Fund: General
Jackson, Rhonda	Stein High School English (Replacement) Class III, Step "B" 9 - $86,510.00 Fund: Targeted SES
Kendall, Nicholas	West High School RSP 9-12 (Replacement) Class I, Step "A" 1 - $68,442.00 Fund: Special Education

Kuderca, Jake	Williams Middle School Physical Education (Replacement) Class I, Step "A" 1 - $65,038.00 Fund: General
Kumari, Richa	Bohn Elementary School Transitional Kindergarten (New) Class I, Step "A" 1 - $65,038.00 Fund: General
Kuntzman, Mikenzi	Art Freiler Elementary School 3rd Grade (Replacement) Class III, Step "B" 1 - $68,088.00 Fund: General
Landeros, Alberto	North Elementary School Physical Education (Replacement) Class III, Step "A" 1 - $65,038.00 Fund: General
Lynn, Tyler	Hirsch/McKinley/Jacobson Elementary School Music (New) Class IV, Step "B" 14 – 95,861.00 Fund: Prop 28
Martin, Esthermaria	Kimball High School English (Replacement) Class VI, Step "B" 11 - $105,160.00 Fund: General
Martinez, Jesse	Williams Middle School 6th Grade (Replacement) Class I, Step "A" 1 - $64,688.00 Fund: General
McMaster, Sarah	Tracy Independent Study Charter School 9-12 Independent Study Teacher (New) Class III, Step "B" 4 - $72,911.00 Fund: General
Melite, Andrea	West High School Spanish (Replacement) Class III, Step "B" 1 - $68,088.00 Fund: General
Mohile, Deepti	Poet-Christian Elementary School Transitional Kindergarten (New) Class I, Step "A" 1 - $65,038.00 Fund: General

Morales, James	George Kelly Elementary School SDC 6-8 Mild/Moderate (Replacement) Class I, Step "A" 3 - $65,038.00 Fund: Special Education
Narendiran, Amutha	Jacobson Elementary Transitional Kindergarten (New) Class III, Step "A" 1 - $65,038.00 Fund: General
Nicolaysen, Cassandra	West High School RSP 9-12 (Replacement) Class I, Step "A" 1 - $68,442.00 Fund: Special Education
Ortiz, Nancy	Bohn Elementary School RSP TK-5 Class I, Step "A" 1 - $65,038.00 Fund: Special Education
Pardoen, Jon	Tracy High School RSP 9-12 (New) Class VI, Step "B" 28 - $129,439.00 Fund: Special Education
Rivera, Yesenia	South/West Park Elementary School Bilingual Kindergarten (Replacement) Class I, Step "A"1 - $65,038.00 Fund: General
Rocha, Alfredo	Kimball High School Spanish (Replacement) Class IV, Step "B" 1 - $69,697.00 Fund: General
Rodenburg, Kayla	Kimball High School English (Replacement) Class 1, Step "A" 1 - $65,038.00 Fund: General
Schoonover, Jamison	Kimball High School Social Science (Replacement) Class V, Step "B" 4 - $80,593.00 Fund: General
Snyder, Brian	Tracy High School Agriculture Science (Replacement) Class I, Step "B" 1 - $65,038.00 Fund: General

Torres, Maria Reenelyn	DEC/Professional Learning & Curriculum Curriculum Specialist – TOSA (Replacement) Class VI, Step "B" 1 - $75,444.00 Fund: Targeted SES
Townsend, Tammy	Monte Vista Middle School RSP 6-8 (Replacement) Class I, Step "A" 1 - $67,706.00 Fund: General
Vieira, Kayla	Art Freiler Elementary School 7th Grade CORE (Replacement) Class I, Step "A" 1 - $65,038.00 Fund: General
Waugh, Morgan	Jacobson Elementary School 2nd Grade (Replacement) Class II, Step "A" 1 - $65,038.00 Fund: General
Worley, Jermishia	Art Freiler Elementary School 6th Grade (Replacement) Class III, Step "B" 4 - $72,911.00 Fund: General

BACKGROUND: **CLASSIFIED**

Adepu, Navaneetha	Special Education Para Educator (New) Central Elementary School Range 27, Step C - $22.68 per hour Fund: Special Education
Alvarez, Vanessa	High School Admin. Secretary (Replacement) Tracy High School Range 32, Step D - $26.67 per hour Fund: General
Arevalos, Yesenia	Para Educator I (Replacement) Jacobson Elementary School Range 24, Step D - $22.14 per hour Fund: Title I
Azevedo, Sonia	Para Educator I (New) Tracy Independent Study Charter School Range 24, Step E - $23.19 per hour Fund: Targeted SES

Brightenstine, Danielle	Para Educator for Therapeutic Behavior (New) Hirsch Elementary School Range 31, Step A - $27.33 per hour Fund: Mental Health-Related Services
Buenrostro, Bertha	School Supervision Assistant (New) South/West Park Elementary School Range 21, Step A - $18.00 per hour Fund: General
Calderon, James	School Supervision Assistant (Replacement) McKinley Elementary School Range 21. Step C - $19.74 per hour Fund: General
Cedillo, Rebecca	Elementary School Attendance Clerk (Replacement) Hirsch Elementary School Range 30, Step E - $26.67 per hour Fund: General
Chavez, Elizabeth	IEP Para Educator (Replacement) Tracy High School Range 24, Step E - $23.19 per hour Fund: Special Education
Chittur Gopalakrishnan, Meera	Food Service Worker (New) Central Elementary School Range 25, Step E - $23.74 per hour Fund: Child Nutrition – School Program
Chittur Gopalakrishnan, Meera	Para Educator I (New) Art Freiler School Range 24, Step D - $22.14 per hour Fund: General
Contreras, Irma	High School Admin. Secretary (Replacement) West High School Range 32, Step C - $25.47 per hour Fund: General
Contreras, Julia	Para Educator I (Replacement) Central Elementary School Range 24, Step A - $19.27 per hour Fund: Target SES

Dacasin, Maria Lourdes	Clerk Typist I (New) DEC/Health Services Range 23, Step E - $22.68 per hour Fund: General
Govindaraj, Nithya	Para Educator I (New) George Kelly School Range 24, Step E - $23.19 per hour Fund: General
Gupta, Shilpa	Para Educator I (New) Poet Christian School Range 24, Step E - $23.19 per hour Fund: General
Haque, Azra	Para Educator I (New) South/West Park Elementary School Range 24, Step E - $23.19 per hour Fund: AMIM
Hubregtse, Katherine	Para Educator I (New) Poet-Christian Elementary School Range 24, Step C - $21.15 per hour Fund: AMIM
Jett, Andrea	Para Educator II (New) Tracy Independent Study Charter School Range 30, Step D - $25.47 per hour Fund: Special Education
Kapoor, Nitika	Adult School Financial Secretary (Replacement) Tracy Adult School Range 38, Step E - $32.21 per hour Fund: Adult Education
Kutti, Priya	Para Educator II (Replacement) Monte Vista Middle School Range 30, Step D - $25.47 per hour Fund: AMIM
Leonard, Danielle	Para Educator I (Replacement) Central/Villalovoz/Bohn Range 24, Step A - $19.27 per hour Fund: Prop 28
Mavis, Michelle	Para Educator for Therapeutic Behavior (New) DEC Range 31, Step E - $27.33 per hour Fund: Mental Health-Related Services

Medrano, Alexa	Para Educator I (Replacement) Central Elementary School Range 24, Step A - $19.27 per hour Fund: Targeted EL
Mohamed Sahabudeen, Mahinoora	Clerk Typist II (Replacement) Stein/Duncan Russell Range 27, Step D - $23.74 per hour Fund: Targeted SES
Mora, Mariza	Parent Liaison (Replacement) Monte Vista Middle School Range 28, Step D - $24.26 per hour Fund: 40 % IASA-Title I BAS GRNTS LOW INC, 60% Targeted EL
Naushina Subhani, Fnu	Special Education Para Educator I (Replacement) West High School Range 27, Step B - $21.60 per hour Fund: Special Education
Page, Gina	Clerk Typist I (Replacement) West High School Range 23, Step D - $21.60 per hour Fund:Prop 28
Penrod, Kate	Special Education Para Educator (Replacement) Villalovoz Elementary School Range 27, Step E - $24.90 per hour Fund: Special Education
Perez, Elizabeth	Para Educator I (New) Bohn Elementary School Range 24, Step D - $22.14 per hour Fund: AMIM
Quarbani, Haidee	Adult School Registrar/Testing Technician (Replacement) Tracy Adult School Range 36, Step E - $30.71 per hour Fund: Adult Education
Ramirez, Emily	Bus Aide (New) DEC Range 24, Step A - $19.27 per hour Fund: Special Education

Ramirez Camacho, Micaela	Food Service Worker (Replacement) Kimball High School Range 25, Step E - $23.74 Fund: Child Nutrition – School Program
Ramos, Estrella	IEP Para Educator (New) Tracy High School Range 24, Step C - $21.15 per hour Fund: Special Education
Rheinor, Miriam	Para Educator for Therapeutic Behavior (New) Hirsch Elementary School Range 31, Step E - $27.33 per hour Fund: Mental Health-Related Services
Rodarte Chan, Aimee	Para Educator I (Replacement) Jacobson Elementary School Range 24, Step B - $20.17 per hour Fund: 9.20% Title I 90.80% Targeted SES
Salazar, Tina	Food Service Worker Central Elementary School Range 25, Step E - $23.74 per hour Fund: Child Nutrition – School Program
Stokes, Jenean	School Supervision Assistant (Replacement) Central Elementary School Range 21, Step E - $21.60 per hour Fund: General
Tiscareno, Rochelle	Clerk Typist I (Replacement) Williams Middle School Range 23, Step E - $22.68 per hour Fund: General Fund
Truong, Rebecca	Special Education Para Educator I (Replacement) North School Range 27, Step A - $20.69 per hour Fund: Special Education
Venegas Fuentes, Mayra	Para Educator I (Replacement) South/West Park Elementary School Renge 24, Step A - $19.27 per hour Fund: AMIM

Virgin-Casas, Rocio	Secretary to the Director of Student Services (Replacement) DEC/Student Services Range 40, Step C - $30.71 per hour Fund: General Fund Unrestricted
West, Terisa	Para Educator I (New) Hirsch/Jacobson/McKinley Range 24, Step E - $23.19 per hour Fund: Prop 28

BACKGROUND: **COACHES**

Adkins, Nicole	Dance Advisor – Fall & Winter Season Tracy High School $1,249.40 (Split Assignment)
Afshar, Aria	Varsity Flag Football West High School $7,496.38
Anastasio, Jessica	Girls' Varsity Tennis West High School $4,997.59
Anastasio, Samantha	Pep Squad Assistant Advisor West High School $2,999.91
Bigler, Justin	Girls' Varsity Golf Kimball High School $4,997.59
Butler, Jessica	Pep Squad Advisor – Fall & Winter Season Kimball High School $3,751.58
Castro, Miriam	Girls' JV Volleyball West High School $5,999.81
Ceteras, Amy	Dance Advisor – Fall & Winter Season Tracy High School $1,249.40 (Split Assignment)
Christenson, Valerie	Dodgeball Co-Ed Stein High School $1,354.36

Clark, Kevin	JV Football Assistant West High School $5,999.81
Daniels, Brian	Varsity Football Assistant Kimball high School $6,500.93
Ebojo, Catherine	Girls' Varsity Volleyball Tracy High School $7,496.38
Evans, Justin	Varsity Football Assistant Tracy High School $6,500.93
Fisher, Kyle	JV Football Assistant Kimball High School $5,999.81
Gatrell, Robert	Varsity Football Head West High School $9,500.84
Guillen, Nelson	JV Football Assistant Tracy High School $5,999.81
Haliczer, Denise	Water Polo Assistant West High School $4,997.59
Hall, Steve	JV Football Assistant Tracy High School $5,999.81
Hayward, Elizabeth	Girls' Frosh Volleyball West High School $5,248.15
Hupman, Tida	Cross Country Assistant West High School $5,999.81
Kendall, Nicholas	Varsity Football Assistant Kimball High School $6,500.93

Larios, Gissel	Girls' JV Volleyball Tracy High School $5,999.81
Lawas, Mychael	JV Football Assistant West High School $5,999.81
Lemos, Michael	Frosh Football Assistant Tracy High School $5,999.81
Lundell, Megan	Pep Squad Advisor – Fall & Winter Season West High School $3,751.58
Marquez, Miguel	JV Flag Football Kimball High School $4,997.59
Morris, Jessica	Girls' Water Polo Head West High School $7,496.38
Morris, Jessica	Boys' Water Polo Head West High School $7,496.38
Moss, John	Basketball Co-Ed Stein High School $2,708.72
Moss, John	Soccer Co-Ed Stein High School $2,708.72
Moss, John	Volleyball Co-Ed Stein High School $2,708.72
Orlanes, Angelaia	Girls' JV Volleyball Kimball High School $5,999.81
Pelech, Brian	Varsity Football Assistant Kimball High School $6,500.93

Pierre, Darnell	JV Football Assistant Kimball High School $5,999.81
Pribble, Jeffery	Head Varsity Football Tracy High School $9,500.84
Robinson, Alfred	JV Football Head West High School $7,496.38
Parks, Vivian	Girls' Varsity Volleyball West High School $7,496.38
Perez, Jaime	Cross Country Head Tracy High School $7,496.38
Posten, Sofia	Pep Squad Advisor – Fall & Winter Seasons Tracy High School $3,751.58
Rios, David	Varsity Flag Football Kimball High School $7,496.38
Sauers, Shannon	Varsity Football Assistant Tracy High School $6,500.93
Sanchez, Julie	Girls' Varsity Volleyball Kimball High School $7,496.38
Sanchez, Oliver	Girls' Frosh Volleyball Kimball High School $5,248.15
Shelton, Nathaniel	JV Football Head Tracy High School $7,496.38
Speer, Kevin	Varsity Football Assistant Tracy High School $6,500.93

Valdez, Jonathan	Varsity Football Assistant West High School $6,500.93
Velasco, Jenna	Pep Squad Advisor Kimball High School $2,999.91
Wallace, Pierre	Varsity Football Assistant West High School $6,500.93
Wichman, Casey	Girls' Varsity Golf West High School $4,997.59
Williams, Theodore	Cross Country Head West High School $7,496.38
Yerian, Jake	Frosh Football Assistant Tracy High School $5,999.81

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: July 21, 2025
RE: **Approve Individual Administrative 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 administrative 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 August 13, 2025.

RATIONALE: Previously the university provided a general intern agreement. More recently, the university is offering 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 Administrative Intern Agreement with CSU Stanislaus.

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

CALIFORNIA STATE UNIVERSITY, STANISLAUS

Advanced Studies in Education
One University Circle, Turlock, CA 95382 (209) 667-3364

PRELIMINARY ADMINISTRATIVE SERVICES CREDENTIAL INTERNSHIP PROGRAM

Internship Agreement

Intern ELLEN (First) KAY (Middle) DOMINGUEZ (Last)

Home Address _____

Home Phone _____ Email edominguez@tusd.net

Position ASSISTANT PRINCIPAL

School BOHN ELEMENTARY SCHOOL

School Address 350 E MT DIABLO AVE., TRACY, CA 95376

School Phone 209-830-3300

Site Supervisor/Mentor _____

School _____

School Phone _____ Email _____

District TRACY UNIFIED SCHOOL DISTRICT District Code 75499

County SAN JOAQUIN County Code 39

Superintendent DR. ROBERT PECOT

District Phone 209-830-3201 Email rpecot@tusd.net

Starting Date of Internship 07/01/2025 Projected Completion Date _____

School Grade Level Configuration TK-5 ELEM. Enrollment _____

Stipulations

1. The participating District shall provide supervision of all interns. No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person in the same position. If the intern salary is reduced, no more than eight interns may be supervised by one district support person. Districts shall describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision;

2. Before the intern is appointed, the participating District and University representative shall review the internship program and its purpose with a designated official of the non-management certificated exclusive representative in the district;

3. The University and participating District shall agree to authorize the intern to assume the functions that are allowed by the Preliminary Administrative Services Credential;

4. The University and participating District shall determine that the services, provided by the intern who is authorized for the internship, meet the instructional and/or service needs of the participating District;

5. The participating District shall be a public school district or private school of equivalent status, or a county office of education, or the California Department of Education;

6. The participating District's Superintendent shall verify by letter to the University's Administrative Services Credential Program Coordinator that certificated employees shall not be displaced due to the placement of the intern in the internship program;

7. Signatures by all three parties: Intern, Superintendent of the intern's district of employment, and the University's Administrative Services Credential Program Coordinator, shall be secured prior to the intern's enrollment in the Internship Program;

8. The participating District's Superintendent shall verify that the district supports the goals and purpose of the program, allows the intern the necessary time required to attend all class sessions and provides mentoring by one or more district administrative personnel on a regular and consistent basis the duration of the internship;

9. The participating District shall provide access to resources to allow the intern to perform successfully in an administrative position;

10. In addition to the intern salary, the participating District shall guarantee to the intern the same benefits derived from a position of equivalent status held by a fully credentialed administrator;

11. The participating District's Superintendent or designee shall provide knowledge of the candidate 's personal qualifications, prior experiences, leadership ability, and moral and ethical standards. This information (submitted in writing) assists the Program Coordinator in the determination of the candidate's qualifications to succeed in an internship; and

12. An Individual Internship plan shall be developed by the intern in consultation with the District mentor and University Program Coordinator. In addition, the plan shall be approved by the intern, District mentor, Superintendent of Schools, and University Program Coordinator. A written summary of internship activities shall be submitted by the intern to the District mentor and University Program Coordinator on a monthly basis.

Approved by:

Intern _____ Date _____

District Mentor _____ Date _____

Superintendent _____ Date _____

University Program Coordinator _____ Date _____

Meeting with the Certificated Bargaining Unit Date 08/12/2025

Pre-Internship Conference Initial _____ Date 06/26/2025

Mid-Internship Conference Initial _____ Date _____

Post-Internship Conference Initial _____ Date _____

An ongoing evaluation and development system shall include substantive involvement for the University, participating Districts, and representatives (the certificated exclusive representatives, if applicable) and interns. The program requires the establishment of an Internship Program Council (IPC). The IPC serves as the governance structure of the program. The governance of the program is the three parts: the University, the school district administration, and the non-management certificated employees' representative of each District participating as an internship host district. Each IPC shall consist of the following representatives:

1. Coordinator of the Administrative Services Credential Programs.
2. School district administrator/mentor selected by the Superintendent.
3. Non-management certificated employees selected by the Certificate Exclusive Representative.
4. Representatives from public community groups.
5. At least one intern in the program.

Representatives of the Internship Program Council include:

Intern

Ellen Dominguez
Name

Assistant Principal
Position

350 E Mt. Diablo Ave., Tracy, CA 95376
School Address

209-830-3300
School Phone

District Mentor

Name

Position

School Address

School Phone

District Superintendent/Designee

Tammy Jalique
Name

Associate Superintendent for Human Resources
Position

1875 W Lowell Ave., Tracy, CA 95376
Address

209-830-3260
Phone

Non-Managerial Certificated Employees Representative Selected By the Certificated Bargaining Unit

Mr. Anthony Irizarry
Name

TEA Union President
Position

School Address

School Phone

Representative from Public Community Groups

Dulce Murrieta Chino
Name

DELAC Parent
Position

350 E Mt. Diablo Ave., Tracy, CA 95376
School Address

209-830-3300
School Phone

Program Coordinator

Name

Position

Address

Phone

The IPC representatives must be identified prior to recommending issuance of an Administrative Services Internship Credential.

Copies: Intern, University Program Coordinator, District Mentor, District Superintendent

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 26, 2025
RE: **Approve Student Teacher Agreement with Cal State TEACH Fresno**

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 various teaching positions within the district. A contract between Cal State TEACH Fresno and Tracy Unified School District will expand options for meeting staffing needs. This Agreement will be effective starting August 13, 2025, through August 12, 2028.

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

FUNDING: No Fiscal Impact

RECOMMENDATION: Approve Student Teacher Agreement with Cal State TEACH Fresno.

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

CalStateTEACH | California State University Teacher Preparation Program

California State University's CalStateTEACH Program
Memorandum of Understanding and Agreement to
Provide Student Teacher Placements to University Students

This agreement is between the Tracy Joint Unified School District ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Student Teaching Program through which University students enrolled in a credentialing program ("Student Teachers") will gain experience in the public school setting.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning August 13, 2025 and ending August 12, 2028, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The District will provide the Student Teachers with supervised clinical experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential, or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the student teacher placement. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the Student Teaching Program.
3. The District will maintain complete records and reports on each Student Teacher's performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Student Teaching Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts the assignment of a Student Teacher, the District may terminate the student teaching placement for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify the University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion, that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will cooperate with District in any investigation concerning the reported violation.
6. District shall, on any day when a Student Teacher is receiving training at its facilities, arrange for the Student Teacher to receive any necessary emergency health care or first

aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care, or other health care to any Student Teacher.

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

UNIVERSITY RESPONSIBILITIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Student Teacher.
2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that Student Teachers and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment, and professional conduct.
6. University supervisors will conduct systematic and regular observations of Student Teachers' performances in the District's classrooms.
7. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage.

MENTOR TEACHER RESPONSIBILITIES

1. Hold an appropriate California credential (Multiple Subject)
2. Have completed three years of successful teaching experience.
3. Have the English Language Authorization, expertise, and experience working with English learners.
4. Model balanced and comprehensive reading/language arts instruction; effectively teach the state-adopted core curriculum; and model instruction based on the state-adopted academic content standards.
    a. Phonics and structured reading development
    b. Incorporation of California Dyslexia Guidelines
    c. Incorporation of elements of California Comprehensive Plan
5. Participate in mentor teacher training.

6. Allow Field Experience Participants opportunities to work with classroom students.

STUDENT TEACHER RESPONSIBILITIES

1. Provide the District with the following documentation:
   a. a copy of the letter from the University assigning the student to the District.
   b. a background check fingerprint clearance report.
   c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as a Student Teacher.
4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the student teacher program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical, or otherwise, which is obtained in the course of the student teacher program is forbidden except as a necessary part of the practical student teacher experience. Otherwise, Student Teachers shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the student teacher experience with University, its employees, agents or others.

STATUS OF DISTRICT AND UNIVERSITY STUDENTS

The parties expressly understand and agree that all University students serving as Student Teachers in District schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of the University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

LIABILITY INSURANCE

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than $1 million per loss and damage to property of others up to $5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars ($5,000,000) per occurrence and Twenty-Five Million Dollars ($25,000,000) in aggregate throughout the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the

effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least $1 million per claim per occurrence/ $2 million aggregate.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the student teacher placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the District.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree

to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.

5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed this 13th date of August 2025.

Tammy Jalique, Associate Superintendent for Human Resources
Tracy Unified School District

Brian Cotham, Director of Procurement and Support Services
California State University's CalStateTEACH

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 26, 2025
RE: **Approve Teacher Intern Agreement with Cal State TEACH Fresno**

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 positions within the district. An agreement between Cal State TEACH Fresno and Tracy Unified School District will allow individuals to continue employment as paid intern teachers. This Agreement is effective from August 13, 2025, through August 12, 2028.

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

FUNDING: No Fiscal Impact

RECOMMENDATION: Approve Teacher Intern Agreement with Cal State TEACH Fresno.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

CalStateTEACH | California State University Teacher Preparation Program

California State University's CalStateTEACH Program
Memorandum of Understanding and Agreement
For the Employment of University Students Who Have an Intern Credential

This agreement is between the Tracy Joint Unified School District ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing ("Paid Interns") will gain experience in the public school setting. This agreement does not apply to unpaid service learning placements that are part of a credentialing program.

RECITALS

CalStateTEACH operates a program for the education and training of candidates pursuing a California Preliminary Multiple Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs.

The District is authorized under Education Code 44320 et seq., to cooperate with institutions of higher education in providing training and experience to credential candidates who hold an intern credential ("Paid Intern").

One or more District employees who are credentialed, experienced faculty members at a District high school, middle school, or elementary school have agreed to be responsible for a class or classes assigned to a credential candidate and may be referred to below as mentor teachers.

University employs one or more experienced credentialed teachers, administrators, or faculty who have agreed to provide direct classroom supervision and support to credential candidates and mentor teachers. Such individuals may be referred to below as university supervisors.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning August 13, 2025 and ending August 12, 2028, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS

In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English learner support and supervision, which must be provided to Paid Interns. The regulations

(California Education Code §44321; 5 Cal. Code Reg. § 80033) were approved and made part of law effective 2014.

Under the approved regulations, the University and District must ensure:

- A minimum of 144 hours per year (**72 hours per semester**) of support/mentoring and supervision must be provided to each Paid Intern including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem- solving regarding students, curriculum, and development of effective teaching methodologies.
- **A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days**.
- The District must identify a mentor or other designated individual who meets the Commission's specified criteria prior to a Paid Intern assuming daily teaching responsibilities.
- An additional 45 hours per year (23 hours per semester} of support/mentoring and supervision specific to meeting the needs of English learners is required for a Paid Intern who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Cross-cultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed mentor. The individual(s)providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Cross-cultural Language and Academic Development (CLAD) Certificate.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. Prior to the Paid Intern's first day as teacher of record, provide each Paid Intern with a certified, experienced district-employed mentor/liaison who will work collaboratively with the University Supervisor to support the Paid Intern in achieving competency in the Teaching Performance Expectations. District will provide documentation of appropriate credentialing of district-employed supervisor as needed.
2. Identify a District-employed supervisor who serves as an evaluator for the Paid Intern.
3. Model balanced and comprehensive reading/language arts instruction; effectively teach the state-adopted core curriculum; and model instruction based on the state-adopted academic content standards:
   a. Phonics and structured reading development
   b. Incorporation of California Dyslexia Guidelines
   c. Incorporation of elements of California Comprehensive Plan
4. Provide new teacher orientation, on-going support and other clinical/ professional experiences for Paid Interns teaching in the District's schools under the supervision of a district-employed mentor/liaison.
5. Provide release time for participation in district group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms.
6. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a Paid Intern. University will

cooperate with District in any investigation concerning the reported violation.

7. District will instruct intern in school policies regarding child abuse reporting, sexual harassment, and professional conduct.
8. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. The District to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable governmental directives are modified, changed, or updated, the District will take the steps to comply with the modified, changed, or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the CalStateTEACH Regional Director.

UNIVERSITY DUTIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the intern.
2. University will guarantee that Paid Interns have met California Commission for Teacher Credentialing (CTC) requirements for an intern credential (Certificate of Clearance, basic skills competence, subject matter competence, negative tuberculosis test, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, a copy of the district offer of employment) prior to recommending the candidate for an intern credential.
3. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
4. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Paid Intern in the school. District will cooperate with the University in any investigation concerning the reported violation.
5. University will guarantee that the Paid Intern and university supervisors have appropriate TB and fingerprinting clearance.
6. University will instruct Paid Interns in state laws regarding child abuse reporting, sexual harassment, and professional conduct.
7. University supervisors will conduct systematic and regular observations of Paid Interns' performances in the District's classrooms.
8. University supervisors will confer regularly with district-employed mentor/liaison and with the site administration through meetings, telephone calls, and/or e-mail.

UNIVERSITY SUPERVISOR AND DISTRICT-EMPLOYED MENTOR/LIAISON RESPONSIBILITIES

1. Collaborate to ensure that the Paid Intern receives a minimum of two hours of support/mentoring and supervision every five instructional days.
2. Collaborate to ensure that the Paid Intern receives specific support and supervision in addressing the needs of English Language Learners.
3. Use the list of activities that satisfy CTC support and supervision requirements to assist the Paid Intern in identifying and participating in a broad range of experiences to support his/her growth as a teacher.
4. Assist the Paid Intern in creating networks with faculty, staff, and administrators who

can provide additional support.

PAID INTERN RESPONSIBILITIES

1. Document required hours weekly.
2. Have the required hours verified by both the University Supervisor and District-employed mentor/liaison to ensure that he/she is receiving the required support/mentoring and supervision.

DISTRICT DISCRETION

It is at the sole discretion of the District to hire a University candidate for a Paid Intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any Review that could result in termination. The University will notify the CTC to withdraw the intern credential of a Paid Intern who is terminated by the District.

LIABILITY INSURANCE

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than $1 million per loss and damage to property of others up to $5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars ($5,000,000) per occurrence and Twenty Million Dollars ($20,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be canceled before the expiration thereof, notice will be delivered in accordance with the policy provisions.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least $1 million per claim per occurrence/ $2 million aggregate.

District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall

be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.

7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed this 13th date of August 2025.

Tammy Jalique, Associate Superintendent for Human Resources
Tracy Unified School District

Brian Cotham, Director of Procurement and Support Services
California State University's CalStateTEACH

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: July 30, 2025
SUBJECT: **Adopt Revised Board Policy and Administrative Regulation 3550 Food Service/Child Nutrition Program, 3551 Food Service Operations/Cafeteria Fund, and 3553 Free and Reduced-Price Meals (First Reading)**

BACKGROUND: Existing Board Policies and Administrative Regulations related to school nutrition are no longer current due to recent changes to school nutrition programs at the state and federal level.

RATIONALE: The Tracy Unified School District (TUSD) needs to review and revise current Board Policy and Administrative Regulation 3550 Food Service/Child Nutrition Program, Board Policy and Administrative Regulation 3551 Food Service Operations/Cafeteria Fund and Board Policy and Administrative Regulation 3553 Free and Reduced-Price Meals to reflect updated laws and language pertaining to school nutrition programs.

FUNDING: There is no cost.

RECOMMENDATION: Adopt Revised Board Policy and Administrative Regulation 3550 Food Service/Child Nutrition Program, 3551 Food Service Operations/Cafeteria Fund, and 3553 Free and Reduced-Price Meals (First Reading).

Prepared by: Brandy Campbell, Director of Food Services.

FOOD SERVICE/CHILD NUTRITION PROGRAM

The Governing Board recognizes that adequate, nourishing food is essential to student health and well-being, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to and participation in the district's food service programs and maintain fiscal integrity of the programs in accordance with the law.

Each school day, a nutritionally adequate breakfast and lunch shall be made available at no cost to any student who requests a meal, including a student enrolled in an independent study program on any school day in which the student is scheduled for in-person educational activities of two or more hours. A nutritionally adequate breakfast or lunch is one that qualifies for reimbursement under the most current meal pattern for the federal School Breakfast Program or National School Lunch Program.

After a student has been provided a school meal at no cost, the district may sell the student the entrée from an additional nutritionally adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431)

Foods and beverages available through the district's food service program shall:

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease

2. Meet or exceed standards specified in law

3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits

4. Be served in age-appropriate portions

5. Be provided at no cost to students who request a meal

At the beginning of each school year, the Superintendent or designee shall communicate information related to the district's food service programs to the public through available means, including, but not limited to, the district's web site, social media, flyers, and school publications.

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

Students shall be allowed adequate time and space to eat meals. **(Education Code 49501.5)**

To the extent possible, school, recess, and transportation schedules shall be designed to promote participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school cafeterias and facilities for food preparation and consumption.

FOOD SERVICE/CHILD NUTRITION PROGRAM

In accordance with the law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the preparation and service process.

Legal Reference:

CALIFORNIA CODE OF REGULATIONS, TITLE 5:

15510	Mandatory meals for needy students
15530-15535	Nutrition education
15550-15565	School lunch and breakfast programs
15575-15578	Requirements for foods and beverages outside of the federal meals program

EDUCATION CODE:

35182.5	Contracts for advertising
38080-38103	Cafeteria establishment and use
45103.5	Contracts for management consulting services; restrictions
48432.3	Voluntary enrollment in continuation education
49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494	School breakfast and lunch programs
~~49500-49505~~ **49501.5-49506**	School meals
~~49501.5~~	~~California Universal Meals Program~~
49510-49520	Nutrition
49530-49536	Child Nutrition Act
49540-49546	Childcare food program
49547-49548.3	Comprehensive nutrition services
~~49550~~ **49550.3**-49562	Meals for needy students
49570	National School Lunch Act
51795-5179~~78~~	School instructional gardens

HEALTH AND SAFETY CODE:

113700-114437	California Retail Code; sanitation and safety requirements

UNITED STATES CODE, TITLE 42:

1751-1769j	School Lunch Program
1758b	Local wellness policy
1761	Summer Food Service Program and Seamless Summer Feeding Option
1769a	Fresh Fruit and Vegetable Program
1771-1793	Child Nutrition Act
1772	Special Milk Program
1773	School Breakfast Program

FOOD SERVICE/CHILD NUTRITION PROGRAM

CODE OF FEDERAL REGULATIONS, TITLE 7:

210.1-210.33	National School Lunch Program
215.1-215.18	Special Milk Program
220.2-220.22	National School Breakfast Program
245.1-245.13	Eligibility for free and reduced-price meals and free milk

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Children Ready to Learn, January 200~~5~~**6**
Professional Standards in the School Nutrition Programs, Management Bulletin SNP-13-2020, Updated January 2022

CALIFORNIA PROJECT LEAN PUBLICATION

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006

CSBA PUBLICATIONS

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012
Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 200~~7~~**8**
Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007
Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

School Breakfast Toolkit
Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
Dietary Guidelines for Americans, ~~2005~~**2020**
Food Buying Guide for Child Nutrition Programs, ~~December 2007~~ **May 2022**
Fresh Fruit and Vegetable Program; Handbook for Schools, December 2010
Guidance for School Food Authorities; Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005

WEB SITES

California Department of Food and Agriculture, Office of Farm to Fork
https://cafarmtofork.cdfa.ca.gov

FOOD SERVICE/CHILD NUTRITION PROGRAM

CSBA District and County Office of Education Legal Services:
http://www.csba.org

U.S. Department of Agriculture, Food and Nutrition Service:
http://www.fns.usda.gov/cnd

California Farm Bureau Federation:
https://www.cfbf.com

Nourish California:
http://nourishca.org

California Project LEAN (Leaders Encouraging Activity and Nutrition):
http://califoniaprojectlean.org

Centers for Disease Control and Prevention:
https://www.cdph.ca.gov

California School Nutrition Association:
https://calsna.org

California Department of Education, School Nutrition
https://www.cde.ca.gov/ls/nu/sn

National Alliance for Nutrition and Activity
https://www.cspinet.org/protecting-our-health/nutrition/national-alliance-nutrition-and-activity

California Department of Public Health
https://www.cdph.ca.gov

California Healthy Kids Resource Center
https://www.ccrcca.org/resources/family-resource-directory/item/california-healthy-kids-resource-center

CSBA
https://www.csba.org/#gsc.tab=0

FOOD SERVICE/CHILD NUTRITION PROGRAM

Nutrition Standards for School Meals

Meals, food items, and beverages provided through the district's food services program shall: (Education Code 49501.5, 49553; 42 USC 1758, 1773)

1. Comply with the National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10or 220.8 as applicable

2. Not ~~to~~ be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7

Drinking Water

The district shall provide access to free, fresh drinking water during meal times in food service areas at all district schools, including, but not limited to, areas where reimbursable meals under the National School Lunch or Breakfast Program are served or consumed. (Education Code 38086; 42 USC 1758)

Any school that does not participate in the National School Lunch or Breakfast Program may participate in the Special Milk Program to provide all enrolled students with priced milk. (7 CFR 215.7)

Food Safety

The Superintendent or designee shall ensure that the district's food service program meets the applicable sanitation and safety requirements of the California Retail Code as set forth in Health and Safety Code 113700-114437.

For all district schools participating in the National School Lunch and/or School Breakfast Program, the Superintendent or designee shall implement a written food safety program for the storage, preparation, and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) system. The district's HACCP plan shall include, but is not limited to, a determination of critical control points and critical limits at each stage of food production, monitoring procedures, corrective actions, and recordkeeping procedures. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall ensure that food service directors, managers, and staff complete an annual continuing education or training as required by law. Each new employee, **including a substitute, or volunteer** shall complete initial food safety training prior to handling food. For each employee, the Superintendent or designee shall document the date, trainer, and subject of each training.

The Superintendent or designee shall assign staff to maintain records and logs documenting food safety activities, including, but not limited to, records of food deliveries, time and temperature

monitoring during food production, equipment temperature (freezer, cooler, thermometer calibration), corrective actions, verification or review of safety efforts, and staff training.

Inspection of Food Facilities

All food preparation and service areas shall be inspected in accordance with Health and Safety Code 113725-113725.1 and applicable county regulations.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall retain records from the most recent food safety inspection. All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request. (Health and Safety Code 113725.1; 42 USC 1758; 7 CFR 210.13, 210.15, 220.7)

FOOD SERVICE OPERATIONS/CAFETERIA FUND

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of food and supplies, the planning of menus, and the auditing of all food service accounts for the district.

At the Board's discretion, funds other than the cafeteria fund may be used for the purchase of school meals.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by CDE. (42 USC 1776)

Meal Sales

~~Any student who requests a meal shall be served a nutritionally adequate breakfast and lunch free of charge, each school day. (Education Code 49501.5)~~

Each school day, a nutritionally adequate breakfast and lunch shall be made available at no cost to any student who requests a meal, including a student enrolled in an independent study program on any school day in which the student is scheduled for in-person educational activities of two or more hours. After such school meals have been made available to a student, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code49431, 49501.5)

As permitted by law, ~~additional or second meals,~~ adult meals~~,~~ and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, **49431**, 49501.5)

Meals may be sold to district employees, Board members, and employees. (Education Code 38082)

Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the cost of providing food services and consistent with Education Code 38084 and 42 USC 1760.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE

guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

Cafeteria Fund and Account

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The Superintendent or designee shall ensure that the state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and for reasonable and necessary indirect program costs as allowed by law.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Contracts with Outside Services

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

Procurement of Foods, Equipment and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing **food** on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

When soliciting for bids and contracts for the purchase of an agricultural food product, the district shall specify in the solicitation that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies. A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, the quality of the domestic product is inferior to the quality of the nondomestic product, or the bid price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception for three years from the date of purchase. (Food and Agriculture Code 58596.3)

Furthermore, the district shall accept a bid or price for an agricultural food product grown in California before accepting a bid price for a domestic agricultural food product that is grown outside of the state, if the quality of the California-grown product is comparable and the bid or

price does not exceed the lowest bid or price for domestic product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal requirements.

Legal Reference:

CALIFORNIA CODE OF REGULATIONS, TITLE 5:

15550-**15565**	School Lunch and breakfast programs

CALIFORNIA CODE OF REGULATIONS, TITLE 12:

18928-**18998.4**	Short-lived climate pollutants

EDUCATION CODE:

38080-380~~85~~**6**	~~Cafeterias; establishment and use~~ **School meals**
38090-38095	Cafeterias; funds and accounts
38100-38103	Cafeterias; allocation of charges
42646	Alternate payroll procedure
45103.5	Contracts for management consulting services; restrictions
49010	**Educational activity; definition**
49431	**The Pupil Nutrition, Health, and Achievement Act of 2001**
49490-4949~~3~~**4**	School breakfast and lunch programs
495~~0~~**01.5**-4950~~5~~**6**	School meals
49550.**3**-49564.~~5~~**2**	Meals for needy students
49554	Contract for services
49580-49581	**Food Recovery Program**

FOOD AND AGRICULTURE CODE:

TUSD Adopted: 06.96
TUSD Revised: 03.01, 11.07, 11.08, 02.27.24

FOOD SERVICE OPERATIONS/CAFETERIA FUND

58595	Preference for California-grown agricultural products
58596.1-58596.5	Buy American Food Act; purchase of nondomestic agricultural food products

HEALTH AND SAFETY CODE:

113700-114437	California Retail Food Code; sanitation and safety requirements

PUBLIC CONTRACT CODE:

2000-2002	Responsive bidders
20111	Contracts over $50,000; contracts for construction; award to lowest responsible bidder
3410	U.S. produce and processed foods

CODE OF FEDERAL REGULATIONS, TITLE 2:

200	Appendix VII Indirect cost proposals
200.318-200.326	Procurement standards
200.400-200.475	Cost principles

UNITED STATES CODE, TITLE 42:

1751-1769j	School Lunch Program
1771-1793	Child Nutrition Act
1773	School Breakfast Program

CODE OF FEDERAL REGULATIONS, TITLE 7:

210.1-210.33	National School Lunch Program
245.8	Nondiscrimination practices for students eligible for free and reduced-price meal and free milk
250.1-250.70	USDA foods

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Professional Standards in the SNPs
California School Accounting Manual
Food Service Management Company Contract Preapproval
Unpaid Meal Charges
Excess Net Cash Resources
Pricing of Adult Meals in the National School Breakfast and Lunch Programs
Procuring and Monitoring of Food Service management Contracts

TUSD Adopted: 06.96
TUSD Revised: 03.01, 11.07, 11.08, 02.27.24

FOOD SERVICE OPERATIONS/CAFETERIA FUND

Storage and Inventory Management of USDA Foods
Cafeteria Funds-Allowable Uses

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES PUBLICATION

Food Distribution Program Administrative Manual

UNITED STATES DEPARTMENT OF AGRICULTURE PUBLICATIONS

Buy American and the Agricultural Improvement Act of 2018
Procuring Local Foods for Child Nutrition Programs
Unpaid Meal Charges: Local Meal Charge Policies
Compliance and Enforcement of the Buy American Provision in the NSLP
Discretionary Elimination of Reduced-Price Charges in School Meal Programs
Indirect Costs: Guidance for State Agencies and School Food Authorities
School Meals: FAQs

WEB SITES

California Department of Education, Nutrition Services Division:
https://www.cde.ca.gov/ls/nu

California Department of Education, Accounting:
https://www.cde.ca.gov/fg/ac

CSBA District and County Office of Education Legal Services:
https://legalservices.csba.org

California School Nutrition Association:
http://www.calsna.org

CalRecycle, Resources for Local Education Agencies, **K-12 Public Schools and School Districts**:
https://calrecycle.ca.gov/organics/slcp/schools

U.S. Department of Agriculture, Food and Nutrition Service:
http://www.fns.usda.gov/cnd

California Department of Social Services:
http://www.cdss.ca.gov

TUSD Adopted: 06.96
TUSD Revised: 03.01, 11.07, 11.08, 02.27.24

FOOD SERVICE OPERATIONS/CAFETERIA FUND

Payments for Meals

The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

At the beginning of the school year, the Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of eligibility forms at the start of the school year
4. Posting the policy on the district's website

Reimbursement Claims

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free and reduced-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

~~Donation of Leftover Food~~ Minimizing Food Waste and Reducing Food Insecurity

The district shall take steps to minimize food waste and reduce food insecurity in district schools. (Health and Safety Code 114079)

The Superintendent or designee shall arrange to recover the maximum amount of edible food that would otherwise be disposed for donation to a local food recovery organization. (14 CCR 18991.3)

The district may also provide share tables where students may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the share tables is not taken, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, non-potentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The

preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

The Superintendent or designee shall maintain records related to edible food recovery including a list of each food recovery service or organization that collects or receives the district's edible food, contact information for the service or organization, the types of food, frequency, and quantity that will be collected or hauled by the district, and a copy of contracts or written agreements between the district and food recovery services or organizations. (14 CCR 18991.4)

Cafeteria Fund and Account

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. (Education Code 38090, 38093)

The cafeteria fund shall be used only for those expenditures authorized by the governing Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII and the California School Accounting Manual.

The district may use cafeteria funds to supplement the provision of a nutritionally adequate breakfast and/or lunch to district students when permitted by law.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the purpose of and basis for the expenditure. (Education Code 38101)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed six months' average expenditures. (7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures and shall ensure that foods are used before their expiration dates.

FOOD SERVICE OPERATIONS/CAFETERIA FUND

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff.

Contracts with Outside Services

The term of any contract for consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

Site Administrator: Responsibilities and Duties

The site administrators shall be responsible for the conduct of pupils in the lunchroom, scheduling meal services so that they are available at the most advantageous times and necessary custodial services in the kitchen, serving and eating areas.

FREE AND REDUCED-PRICE MEALS

The Governing Board recognizes that adequate nutrition is essential to the development, health, and well-being, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students in the district's food service program.

Each school day, the district shall ~~provide~~ **make available**, free of charge, ~~a~~ **one** nutritionally adequate breakfast and **one nutritionally adequate lunch** for any student who requests a meal. (Education Code 49501.5)

After a student has been provided a school meal at no cost, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431)

To provide optimal nutrition and ensure that schools receive maximum federal meal reimbursement, the Superintendent or designee shall assess the eligibility of district schools to operate a federal universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a. The Superintendent or designee shall submit an application to operate a federal universal meal provision to the California Department of Education (CDE) on behalf of any district school that meets the definition of a "high poverty school." (Education Code 49564.3)

The Superintendent or designee shall ensure that meals served under the school nutrition program meet applicable state and/or federal nutritional standards ~~in accordance with~~ **as specified in** law, ~~Board policy, and administrative regulation~~ **and district adopted guidelines.**

The Board shall approve, and shall submit to the CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals are not treated differently from other students and that meets other requirements specified in Education Code 49557.

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be disclosed except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

The Board authorizes designated employees to use records pertaining to an individual student's eligibility for the free and reduced-price meal program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data

2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576

3. Facilitation of targeted educational services and supports to individual students based on the local control accountability plan

TUSD Adopted: 03.14.06
TUSD Revised: 06.17, 02.27.24

FREE AND REDUCED-PRICE MEALS

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist that other educational agency in ensuring that the student continues to receive school meals.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula (LCFF) calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the ~~local control funding formula~~ (~~LCFF~~) and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. ~~He/she~~ **The Superintendent or designee** also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

Legal Reference:

CALIFORNIA CODE OF REGULATIONS, TITLE 5:

15510	Mandatory meals for needy students
15530-15535	Nutrition education
15550-15565	School lunch and breakfast programs

EDUCATION CODE:

48980	Parent/Guardian notifications
49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
49490-49493~~4~~	School breakfast and lunch programs
49500-49505	School meals

TUSD Adopted: 03.14.06
TUSD Revised: 06.17, 02.27.24

FREE AND REDUCED-PRICE MEALS

49501.5-**49506**	California Universal Meals Program
49510-49520	Nutrition
49530-49536	Child Nutrition Act
49547-49548.3	Comprehensive nutrition services
49550.**3**-49564.**52**	Meals for needy students
49564.3	High-poverty schools; universal meal service

UNITED STATES CODE, TITLE 20:

1232g	Federal Educational Rights and Privacy Act (FERPA) of 1974
6301-6576	Title 1 Improving the Academic Achievement of the Disadvantaged

UNITED STATES CODE, TITLE 42:

1751-1769j	School Lunch Program
1771-1791	Child nutrition
1773	School Breakfast Program

CODE OF FEDERAL REGULATIONS, TITLE 7:

210.1-210.33	National School Lunch Program
220.10-220.21	National School Breakfast Program
245.1-245.13	Eligibility for free and reduced-price meals and free milk

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Clarification on the Sharing of Individual Student Eligibility Information for Local Control and Accountability Plan Purposes, Management Bulletin SNP-02-2018, May 2018
Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, Management Bulletin SNP-12-15, July 2015

CSBA PUBLICATIONS

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2017
Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002

WEBSITES

TUSD Adopted: 03.14.06
TUSD Revised: 06.17, 02.27.24

FREE AND REDUCED-PRICE MEALS

CSBA District and County Office of Education Legal Services:
https://legalservices.csba.org

U.S. Department of Agriculture, Food and Nutrition Service:
http://www.fns.usda.gov/cnd

Nourish California:
https://nourishca.org
California Project LEAN (Leaders Encouraging Activity and Nutrition):
http://www.californiaprojectlean.org

California Department of Education, **School** Nutrition ~~Services Division~~:
https://www.cde.ca.gov/ls/nu

CSBA:
https://www.csba.org

TUSD Adopted: 03.14.06
TUSD Revised: 06.17, 02.27.24

FREE AND REDUCED-PRICE MEALS

Applications

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2.

The application form and related information shall be distributed in paper form to all parents/guardians with children attending a school operating a meal program that requires meal application collection at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

An application form and related information shall also be provided whenever a new student is enrolled in a school operating a meal program that requires meal application collection.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Eligibility

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. Participants in other state or federal programs may be directly certified when authorized by law. (Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. ~~(42 USC 1758; 7 CFR 245.6a)~~

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits

immediately available and notify the household of the change in benefits

2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below

3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If, as a result of verification activities, the eligibility of a household that is receiving free or reduced-price benefits cannot be confirmed, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for the household's ineligibility. At least 10 days prior to the actual reduction or termination, the Superintendent or designee shall send a notice of adverse action to the household. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change

2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal

3. The right to reapply at ~~any~~ time during the ~~school year~~

Confidentiality/Release of Records

The Superintendent designates the following district employee(s) to disclose a student's name and eligibility status from individual meal records only for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.

Advance Placement/International Baccalaureate Testing Coordinator

In permitting the disclosure of student records for such purposes, the Superintendent or designee shall ensure that: **(Education Code 49558)**

1. No individual indicators of participation in the free and reduced-price meal program are maintained in the permanent records of any student if not otherwise allowed by law

2. Information regarding individual student participation in the free and reduced-price meal program is not publicly released

3. All other confidentiality provisions required by law are met

4. Information collected regarding individual students certified to participate in the free and

FREE AND REDUCED-PRICE MEALS

reduced-price meal program is destroyed when no longer needed for its intended purpose

Nondiscrimination Plan

In implementing the district's food service programs for students who are eligible to receive free or reduced-price meals, the district shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law

2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means

3. The students shall not be required to work for their meals

4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals at a different time

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: July 30, 2025
SUBJECT: **Adopt Revised Board Policy and Administrative Regulation 5030 Student Wellness (First Reading)**

BACKGROUND: Existing Board Policy and Administrative Regulation related to student wellness are no longer current due to recent updates to the federal non-discrimination statement.

RATIONALE: The Tracy Unified School District (TUSD) needs to review and revise current Board Policy and Administrative Regulation 5030 Student Wellness to reflect updated language to the federal non-discrimination statement.

FUNDING: There is no cost.

RECOMMENDATION: Adopt Revised Board Policy and Administrative Regulation 5030 Student Wellness (First Reading).

Prepared by: Brandy Campbell, Director of Food Services.

STUDENT WELLNESS

The Governing Board recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for district students. The Superintendent or designee shall coordinate and align district efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment. In addition, the Superintendent or designee shall develop strategies for promoting staff wellness and for involving parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle.

TUSD Student Wellness Committee

The Superintendent or designee shall encourage parents/guardians, students, food service employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the district's student wellness policy. (42 USC 1758b; 7 CFR 210.31)

To fulfill this requirement, the Superintendent or designee may appoint members of the TUSD a Student Wellness Committee or other district committee and a Wellness Committee Coordinator. The Committee may include representatives of the groups listed above, as well as health educators, curriculum directors, counselors, before- and after-school program staff, health practitioners, and/or others interested in school health issues.

The Superintendent or designee may make available to the public and school community a list of the names, position titles, and contact information of the Wellness Committee members.

The Wellness Committee shall advise the district on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the duties of the Committee may also include the planning, implementation, and evaluation of activities to promote health within the school or community.

Goals for Nutrition, Physical Activity, and Other Wellness Activities

The Board shall adopt specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. In developing such goals, the Board shall review and consider evidence-based strategies and techniques. (42 USC 1758b; 7 CFR 210.31)

The district's nutrition education and physical education programs shall be based on research, shall be consistent with the expectations established in the state's curriculum frameworks and content standards, and shall be designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

The nutrition education program shall include, but is not limited to, information about the benefits of healthy eating for learning, disease prevention, weight management, and oral health. Nutrition education shall be provided as part of the health education program and, as appropriate,

shall be integrated into other academic subjects in the regular educational program, before- and after-school programs, summer learning programs, and school garden programs.

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess and may also be provided through school athletic programs, extracurricular programs, before- and after-school programs, summer learning programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

The Board may enter into a joint use agreement or memorandum of understanding to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

Professional development may be regularly offered to the nutrition program director, managers, and staff, as well as health education teachers, physical education teachers, coaches, activity supervisors, and other staff as appropriate to enhance their knowledge and skills related to student health and wellness.

In order to ensure that students have access to comprehensive health services, the district may provide access to health services at or near district schools and/or may provide referrals to community resources.

The Board recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition.

The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. The Superintendent or designee may also promote work-site wellness programs and may provide opportunities for regular physical activity among employees.

Nutrition Guidelines for All Foods Available at School

For all foods and beverages available on each campus during the school day, the district shall adopt nutrition guidelines which are consistent with 42 USC 1758, 1766, 1773, and 1779 and federal regulations and which support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)

In order to maximize the district's ability to provide nutritious meals, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school meal programs, to the extent possible. When approved by the California Department of Education, the district may sponsor a summer meal program.

STUDENT WELLNESS

The Superintendent or designee shall provide access to free, potable water in the food service area during mealtimes in accordance with Education Code 38086 and 42 USC 1758 and shall encourage students' consumption of water by educating them about the health benefits of water and by serving water in an appealing manner.

The Board believes that all foods and beverages sold to students at district schools, including those available outside the district's reimbursable food services program, should support the health curriculum and promote optimal health. Nutrition standards adopted by the district for foods and beverages provided through student stores, vending machines, or other venues shall meet or exceed state and federal nutrition standards.

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes.

The Superintendent or designee shall also encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible. Homemade foods are not to be sold or provided to TUSD students at TUSD schools or school sponsored activities.

To reinforce the district's nutrition education program, the Board prohibits the marketing and advertising of foods and beverages that do not meet nutrition standards for the sale of foods and beverages on campus during the school day. (Education Code 49431.9; 7 CFR 210.31)

Program Implementation and Evaluation

The Superintendent designates the individual(s) identified below as the individual(s) responsible for ensuring that each school site complies with the district's wellness policy. (42 USC 1758b; 7 CFR 210.31)

The Associate Superintendent of Educational Services is designated by the Superintendent as the staff member responsible to establish a plan for measuring the implementation of the procedures listed below (42 USC 1758b; 7 CFR 210.31)

The Superintendent or designee shall assess the implementation and effectiveness of this policy at least once every three years. (42 USC 1758b; 7 CFR 210.31)

The assessment shall include the extent to which district schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758b)

TUSD Adopted 06.27.17
TUSD Revised 06.25.19, 05.28.24

STUDENT WELLNESS

The Superintendent or designee shall invite feedback on district and school wellness activities from food service personnel, school administrators, the wellness council, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons.

The Board and the Superintendent or designee shall establish indicators that will be used to measure the implementation and effectiveness of the district activities related to student wellness. Such indicators may include, but are not limited to:

1. Descriptions of the district's nutrition education, physical education, and health education curricula and the extent to which they align with state academic content standards and legal requirements

2. An analysis of the nutritional content of school meals and snacks served in all district programs, based on a sample of menus and production records

3. Student participation rates in all school meal and/or snack programs, including the number of students enrolled in the free and reduced-price meals program compared to the number of students eligible for that program

4. Extent to which foods and beverages sold on campus outside the food services program, such as through vending machines, student stores, or fundraisers, comply with nutrition standards

5. Extent to which other foods and beverages that are available on campus during the school day, such as foods and beverages for classroom parties, school celebrations, and rewards/incentives, comply with nutrition standards

6. Results of the state's physical fitness test at applicable grade levels

7. Number of minutes of physical education offered at each grade span, and the estimated percentage of class time spent in moderate to vigorous physical activity

8. A description of district efforts to provide additional opportunities for physical activity outside of the physical education program

9. A description of other districtwide or school-based wellness activities offered, including the number of sites and/or students participating, as appropriate

As feasible, the assessment report may include a comparison of results across multiple years, a comparison of district data with county, statewide, or national data, and/or a comparison of wellness data with other student outcomes such as academic indicators or student discipline rates.

In addition, the Superintendent or designee shall prepare and maintain the proper documentation and records needed for the administrative review of the district's wellness policy conducted by the California Department of Education (CDE) every three years.

TUSD Adopted 06.27.17
TUSD Revised 06.25.19, 05.28.24

The assessment results of both the district and state evaluations shall be submitted to the Board for the purposes of evaluating policy and practice, recognizing accomplishments, and making policy adjustments as needed to focus district resources and efforts on actions that are most likely to make a positive impact on student health and achievement.

Notifications

The Superintendent or designee shall inform the public about the content and implementation of the district's wellness policy and shall make the policy, and any updates to the policy, available to the public on an annual basis. He/she shall also inform the public of the district's progress towards meeting the goals of the wellness policy, including the availability of the triennial district assessment. (Education Code 49432; 42 USC 1758b; 7 CFR 210.31)

Each school may post a summary of nutrition and physical activity laws and regulations prepared by the CDE.

Records

The Superintendent or designee shall retain records that document compliance with 7 CFR 210.31, including, but not limited to, the written student wellness policy, documentation of the triennial assessment of the wellness policy for each school site, and documentation demonstrating compliance with the community involvement requirements, including requirements to make the policy and assessment results available to the public. (7 CFR 210.31)

Legal Reference:

CALIFORNIA CODE OF REGULATIONS, TITLE 5:

15500-15501	Food sales by student organizations
15510	Mandatory meals for needy students
15530-15535	Nutrition education
15550-15565	School lunch and breakfast programs

EDUCATION CODE:

33350-33354	CDE responsibilities re: physical education
38086	Free fresh drinking water
49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494	School breakfast and lunch programs
49500-49505	School meals
49510-49520	Nutrition
49530-49536	Child Nutrition Act
49540-49546	Child care food program
49547-49548.3	Comprehensive nutrition services
49550-49562	Meals for needy students
49565-49565.8	California Fresh Start pilot program

TUSD Adopted 06.27.17
TUSD Revised 06.25.19, 05.28.24

49570	National School Lunch Act
51210	Course of study for grades 1-6
51210.1-51210.2	Physical education; grades 1-6
51210.4	Nutrition education
51220	Course of study grades for 7-12
51222	Physical education
51223	Physical education, elementary schools
51795-51798	School instructional gardens
51880-51921	Comprehensive health education

UNITED STATES CODE, TITLE 42:

1751-1769j	School Lunch Program
1758b	Local wellness policy
1771-1793	Child Nutrition Act
1773	School Breakfast Program
1779	Rules and regulations, Child Nutrition Act

CODE OF FEDERAL REGULATIONS, TITLE 7:

210.1-210.33	National School Lunch Program
210.31	Wellness policy
220.1-220.22	National School Breakfast Program

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Physical Education Framework for California Public Schools, Kindergarten Through Grade 12, 2009
Health Framework for California Public Schools, Kindergarten Through Grade 12, 2003

CALIFORNIA PROJECT LEAN PUBLICATIONS

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006

CENTER FOR COLLABORATIVE SOLUTIONS

Changing Lives, Saving Lives: A Step-by-Step Guide to Developing Exemplary Practices in Healthy Eating, Physical Activity and Food Security in Afterschool Programs, January 2015

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide, rev. 2012

TUSD Adopted 06.27.17
TUSD Revised 06.25.19, 05.28.24

STUDENT WELLNESS

COURT DECISIONS

Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781

CSBA PUBLICATIONS

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006
Safe Routes to School: Program and Policy Strategies for School Districts, Policy Brief, 2009
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2012
Increasing Access to Drinking Water in Schools, Policy Brief, April 2013
Integrating Physical Activity into the School Day, Governance Brief, April 2016 Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012
Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. April 2012
Physical Activity and Physical Education in California Schools, Research Brief, April 2010
Physical Education and California Schools, Policy Brief, rev. October 2007

FEDERAL REGISTER

Rules and Regulations, July 29, 2016, Vol. 81, Number 146, pages 50151-50170

NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS

Fit, Healthy and Ready to Learn, rev. 2012

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Dietary Guidelines for Americans, 2016

WEB SITES

CSBA:
http://www.csba.org

California Project LEAN (Leaders Encouraging Activity and Nutrition):
http://www.californiaprojectlean.org

California School Nutrition Association:
http://www.calsna.org

Center for Collaborative Solutions:
http://www.ccscenter.org

Dairy Council of California:

TUSD Adopted 06.27.17
TUSD Revised 06.25.19, 05.28.24

http://www.dairycouncilofca.org

National Alliance for Nutrition and Activity:
http://www.cspinet.org/nutritionpolicy/nana.html

National Association of State Boards of Education:
http://www.nasbe.org

School Nutrition Association:
http://www.schoolnutrition.org

Society for Nutrition Education:
http://www.sne.org

U.S. Department of Agriculture, Food Nutrition Service, wellness policy:
http://www.fns.usda.gov/tn/Healthy/wellnesspolicy.html

U.S. Department of Agriculture, Healthy Meals Resource System:
http://healthymeals.fns.usda.gov

Action for Healthy Kids:
http://www.actionforhealthykids.org

Alliance for a Healthier Generation:
http://www.healthiergeneration.org

California Department of Education, Nutrition Services Division:
http://www.cde.ca.gov/ls/nu

California Department of Public Health:
http://www.cdph.ca.gov

California Healthy Kids Resource Center:
http://www.californiahealthykids.org

Centers for Disease Control and Prevention:
http://www.cdc.gov

Non-Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, ~~this institution is~~ **the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are** prohibited from discriminating based on race, color, national origin, **religion**, sex ~~(including gender identity and sexual orientation)~~, disability, age, **marital status, family/parental status, income derived from a public assistance program, political beliefs** or reprisal or retaliation for prior civil

rights activity, **in any program or activity conducted or funded by USDA (not all bases apply to all programs).** Remedies and complaint filing deadlines vary by program or incident. ~~Program information may be made available in languages other than English.~~

Persons with disabilities who require alternative means of communication ~~to obtain~~ **for** program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the ~~responsible~~ state or local agency that administers the program or **contact** USDA's ~~TARGET Center at (202) 720-2600 (voice and TYY) or contact USDA~~ through the ~~Federal~~ **Telecommunications** Relay Service **at 711 (voice and TTY).** ~~(800) 877-8339~~. **Additionally, program information may be made available in languages other than English.**

To file a program discrimination complaint, ~~a Complainant should~~ complete ~~a~~ the USDA Program Discrimination Complaint Form, AD-3027, ~~which can be obtained~~ found online at~~:~~, ~~https://www.usda.gov/sites/default/files/documents/ad-3027.pdf~~ **How to File a Program Discrimination Complaint** ~~from~~ **and at** any USDA office, ~~by calling (866) 632-9992,~~ or ~~by writing~~ **write** a letter addressed to USDA **and provide in the letter all of the information requested in the form.** ~~The letter must contain the Complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of the alleged civil rights violation. The completed AD-3027 form or letter must be submitted~~ **Submit your completed form or letter** to USDA by:

1. mail:

   U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, **SW, Mail Stop 9410**
   Washington, D.C. 20259-940;

2. fax:

   ~~(833) 256-1665 or~~ (202) 690-7442; or

3. email:

   Program.Intake@usda.gov.

This institution is an equal opportunity provider.

STUDENT WELLNESS

In November 2005, the Child Nutrition Re-Authorization Bill was passed and put into Public Law 108-265 requiring school districts to adopt a wellness policy to combat the rising trends of childhood obesity, diabetes, and heart disease. Schools contribute to the wellness of children by facilitating learning through the support and promotion of health education, good nutrition, and physical activity. The wellness policy reaches beyond the meal program and promotes a holistic approach to the well-being of our students and promotes lifelong wellness.

The Assistant Superintendent for Educational Services is designated by the Superintendent as the staff member responsible to establish a plan for measuring the implementation of the wellness policy using the resources listed below:

1. Federal, State and local legal requirements for health education, physical education and the school nutrition programs

2. District physical fitness test results

3. Healthy Kids Survey

4. Federal, State, and local reports regarding student health

5. Wellness policy assessment tools such as WellSAT:3.0

Inasmuch as the Board promotes long-term goals for maintaining and promoting the health and wellness of its schools, students, staff, and the community, the Assistant Superintendent for Educational Services or her designee shall:

1. Form a District wellness committee which will create, develop, implement, monitor, review strengthen, and revise the student wellness policy.

2. Establish guidelines to promote physical activity.

3. Ensure that guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture.

4. Ensure daily physical activity and physical education opportunities are provided in accordance with state guidelines.

5. Develop a plan for measuring implementation of the school wellness policy.

6. Ensure sales of food comply with the Education Code, the California Code of Regulations and Code of Federal Regulations. (See addendum).

TUSD Acknowledged: 06.13.06
TUSD Revised: 06.25.19, 05.28.24

STUDENT WELLNESS

California Summary of Competitive Foods and Beverages

Any food or beverage sold to students outside of a federally reimbursable meal program is considered to compete with those meals and is referred to as a competitive food or beverage.

There are specific state and federal rules that govern competitive foods and beverages. Please note that not all competitive food scenarios are covered by law or regulations. The following quick reference cards are a summary of the federal and state laws and regulations governing competitive food and beverage sales in California.

Monitoring and Enforcement

The California Legislature encourages the governing board of a school district to annually review its compliance with the food and beverage rules.

The California Department of Education monitors School Food Authorities for compliance with the food and beverage rules through its Administrative Review (AR). The district shall adopt a corrective action plan agreed upon and signed by the district administration, including the district superintendent. (Education Code 49431c, 49431.2d, and 49434)

Local School Wellness Policy Posting

As of January 1, 2004, school districts shall post the school district's wellness policy, in public view within all school cafeterias or other central eating areas. (Education Code 43432)

Elementary School - Food Restrictions

(Education Code 49430, 49431, 49431.7, California Code of Regulations, Title 5, 15575, 15577, 15578)

TUSD Acknowledged: 06.13.06
TUSD Revised: 06.25.19, 05.28.24

STUDENT WELLNESS

Non-Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, ~~this institution is~~ **the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are** prohibited from discriminating based on race, color, national origin, **religion**, sex ~~(including gender identity and sexual orientation)~~, disability, age, **marital status, family/parental status, income derived from a public assistance program, political beliefs** or reprisal or retaliation for prior civil rights activity, **in any program or activity conducted or funded by USDA (not all bases apply to all programs)**. Remedies and complaint filing deadlines vary by program or incident. ~~Program information may be made available in languages other than English.~~

Persons with disabilities who require alternative means of communication ~~to obtain~~ **for** program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the ~~responsible~~ state or local agency that administers the program or **contact** USDA~~'s TARGET Center at (202) 720-2600 (voice and TYY) or contact USDA~~ through the ~~Federal~~ **Telecommunications** Relay Service **at 711 (voice and TTY).** ~~(800) 877-8339~~**. Additionally, program information may be made available in languages other than English.**

To file a program discrimination complaint, ~~a Complainant should~~ complete ~~a~~ the USDA Program Discrimination Complaint Form, AD-3027, ~~which can be obtained~~ found online at~~:~~, ~~https://www.usda.gov/sites/default/files/documents/ad-3027.pdf~~ **How to File a Program Discrimination Complaint** ~~from~~ **and at** any USDA office, ~~by calling (866) 632-9992,~~ or ~~by writing~~ **write** a letter addressed to USDA **and provide in the letter all of the information requested in the form.** ~~The letter must contain the Complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of the alleged civil rights violation. The completed AD-3027 form or letter must be submitted~~ **Submit your completed form or letter** to USDA by:

1. mail:

   U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, **SW, Mail Stop 9410**
   Washington, D.C. 20259-940;

2. fax:

   ~~(833) 256-1665 or~~ (202) 690-7442; or

3. email:

   Program.Intake@usda.gov.

This institution is an equal opportunity provider.

STUDENT WELLNESS

ADDENDUM

GUIDELINES TO ENSURE SALES OF FOOD COMPLY WITH THE CALIFORNIA EDUCATION CODE, THE CALIFORNIA CODE OF REGULATIONS, AND THE CODE OF FEDERAL RECULATIONS

TUSD Acknowledged: 06.13.06
TUSD Revised: 06.25.19, 05.28.24

ELEMENTARY SCHOOL-FOOD RESTRICTIONS

References: *Education Code* sections 49430, 49431, 49431.7; *California Code of Regulations* sections 15575, 15577, 15578; *Code of Federal Regulations* sections 210.11, 220.12

An **elementary school** contains no grade higher than grade 6.
Effective from midnight to one-half hour after the end of the official school day.
Applies to ALL foods sold to students by any entity.
Sold means the exchange of food for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

Compliant foods

Must meet one of the following general food standards:

- Be a fruit, vegetable, dairy, protein, or whole grain item* (or have one of these as the first ingredient), or
- Be a combination food containing at least ¼ cup fruit or vegetable.

AND must meet the following nutrition standards:

- ≤ 35% calories from fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo, fruit, non-fried vegetables, seafood), **and**
- < 10% calories from saturated fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo), **and**
- ≤ 35% sugar by weight (except fruit**, non-fried vegetables, dried fruit, and nut/seed combo), **and**
- < 0.5 grams trans-fat per serving (no exceptions), **and**
- ≤ 200 milligrams sodium per item/container (no exceptions), **and**
- ≤ 200 calories per item/container (no exceptions)

Paired foods:

- If exempt food(s) are combined with nonexempt food(s) or added fat/sugar they must meet ALL nutrition standards above.
- If two foods exempt from one or more of the nutrition standards are paired together and sold as a single item, the item must meet for trans-fat, sodium, and calories.

* A whole grain item contains:

- The statement "Diets rich in whole grain foods... and low in total fat... may help reduce the risk of heart disease...," **or**
- A whole grain as the first ingredient, **or**
- A combination of whole grain ingredients comprising at least 51% of the total grain weight (manufacturer must verify), **or**
- At least 51% whole grain by weight.

** Dried blueberries cranberries, cherries, tropical fruit, chopped dates, or chopped figs that contain added sugar are exempt from fat and sugar standards. Canned fruit in 100% juice only.

CHECK YOUR DISTRICT'S WELLNESS POLICY FOR STRICTER RULES.

Groups or individuals selling foods/beverages to students must keep their own records as proof of compliance.

ELEMENTARY SCHOOL-BEVERAGE RESTRICTIONS

References: *Education Code* Section 49431.5, *California Code of Regulations* Section 15576, *Code of Federal Regulations* sections 210.10, 210.11, 220.8, 220.12

An **elementary school** contains no grade higher than grade 6.
Effective from midnight to one-half hour after the end of the official school day.
Applies to ALL beverages sold to students by any entity.
Sold means the exchange of beverages for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

A compliant beverage must be marketed or labeled as a fruit and/or vegetable juice, milk, non-dairy milk, or water AND meet all criteria under that specific category.

Compliant beverages:

1. Fruit or Vegetable juice:
   a. ≥ 50% juice **and**
   b. No added sweeteners
   c. ≤ 8 fl. oz. serving size
2. Milk:
   a. Cow's or goat's milk, **and**
   b. 1% (unflavored), nonfat (flavored, unflavored), **and**
   c. Contains Vitamins A & D, **and**
   d. ≥ 25% of the calcium Daily Value per 8 fl. oz., **and**
   e. ≤ 28 grams of total sugar per 8 fl. oz.
   f. ≤ 8 fl. oz. serving size
3. Non-dairy milk:
   a. Nutritionally equivalent to milk (see 7 *CFR* 210.10(d)(3), 220.8(i)(3)), must contain per 8 fl. oz.:
      - ≥ 276 mg calcium
      - ≥ 8 g protein
      - ≥ 500 IU Vit A
      - ≥ 100 IU Vit D
      - ≥ 24 mg magnesium
      - ≥ 222 mg phosphorus
      - ≥ 349 mg potassium
      - ≥ 0.44 mg riboflavin
      - ≥ 1.1 mcg Vit B12, **and**

   b. ≤ 28 grams of total sugar per 8 fl. oz., **and**
   c. ≤ 5 grams fat per 8 fl. oz.
   d. ≤ 8 fl. oz. serving size
4. Water:
   a. No added sweeteners
   b. No serving size

All beverages must be caffeine-free (trace amounts are allowable).

ELEMENTARY SCHOOL-STUDENT ORGANIZATIONS

Reference: *California Code of Regulations* Section 15500

Student organization is defined as a group of students that are NOT associated with the curricula or academics of the school or district.
Effective from midnight to one-half hour after the end of the official school day.

Student organization sales must comply with all food and beverage standards AND **all** of the following:

1. Only **one food or beverage item** per sale.
2. The food or beverage item must be **pre-approved** by the **governing board** of the school district.
3. The sale must occur **after the last lunch period** has ended.
4. The food or beverage item **cannot be prepared on campus.**
5. Each school is allowed **four sales** per year.
6. The food or beverage item cannot be the same item **sold in the food service program** at that school during the same school day.

MIDDLE/HIGH SCHOOL-FOOD RESTRICTIONS

References: *Education Code* sections 49430, 49431.2, 49431.7, *California Code of Regulations* sections 15575, 15577, 15578, *Code of Federal Regulations* sections 210.11, 220.12

A **middle/junior high** contains grades 7 or 8, 7 to 9, 7 to 10. A **high school** contains any of grades 10 to 12.
Effective from midnight to one-half hour after the end of the official school day.
Applies to **ALL** foods sold to students by any entity.
Sold means the exchange of food for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

"Snack" foods must meet one of the following general food standards:
- Be a fruit, vegetable, dairy, protein, or whole grain item* (or have one of these as the first ingredient), or
- Be a combination food containing at least ¼ cup fruit or vegetable.

AND must meet the following nutrition standards:
- ≤ 35% calories from fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo, fruit, non-fried vegetables, seafood), **and**
- < 10% calories from saturated fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo), **and**
- ≤ 35% sugar by weight (except fruit**, non-fried vegetables, dried fruit and nut/seed combo), **and**
- < 0.5 grams trans fat per serving (no exceptions), **and**
- ≤ 200 milligrams sodium per item/container (no exceptions), **and**
- ≤ 200 calories per item/container (no exceptions)

Paired foods:
- If exempt food(s) are combined with nonexempt food(s) or added fat/sugar they must meet ALL nutrition standards above.
- If two foods exempt from one or more of the nutrition standards are paired together and sold as a single item, the item must meet for trans fat, sodium, and calories.

"Entrée" foods must be intended as the main dish and be a:
- Meat/meat alternate and whole grain rich food, **or**
- Meat/meat alternate and fruit or non-fried vegetable, **or**
- Meat/meat alternate alone (cannot be yogurt, cheese, nuts, seeds, or meat snacks = these are considered a "snack" food).

AND
A competitive entrée **sold by District/School Food Service the day of or the day after** it appears on the reimbursable meal program menu must be:
- ≤ 400 calories, **and**
- ≤ 35% calories from fat
- < 0.5 grams trans fat per serving

A competitive entrée **sold by Food Service if NOT on the menu the day of or day after or any other entity (PTA, student organization, etc.)** must meet one of the following general food standards:
- Be a fruit, vegetable, dairy, protein, or whole grain item (or have one of these as the first ingredient), **or**
- Be a combination food containing at least ¼ cup fruit or vegetable

AND meet the following nutrition standards:
- ≤ 35% calories from fat, **and**
- < 10% calories from saturated fat, **and**
- ≤ 35% sugar by weight, **and**
- < 0.5 grams trans fat per serving, **and**
- ≤ 480 milligrams sodium, **and**
- ≤ 350 calories

* A whole grain item contains:
- The statement "Diets rich in whole grain foods... and low in total fat... may help reduce the risk of heart disease...," **or**
- A whole grain as the first ingredient, **or**
- A combination of whole grain ingredients comprising at least 51% of the total grain weight (manufacturer must verify), **or**
- At least 51% whole grain by weight.

** Dried blueberries cranberries, cherries, tropical fruit, chopped dates, or chopped figs that contain added sugar are exempt from fat and sugar standards. Canned fruit in 100% juice only.

CHECK YOUR DISTRICT'S WELLNESS POLICY FOR STRICTER RULES.

Groups or individuals selling foods/beverages to students must keep their own records as proof of compliance.

MIDDLE/HIGH SCHOOL-BEVERAGE RESTRICTIONS

References: *Education Code* Section 49431.5, *California Code of Regulations* Section 15576, *Code of Federal Regulations* sections 210.10, 210.11, 220.8, 220.12

A **middle/junior high** contains grades 7 or 8, 7 to 9, 7 to 10.
A **high school** contains any of grades 10 to 12.
Effective from midnight to one-half hour after the end of the official school day.
Applies to **ALL** beverages sold to students by any entity.
Sold means the exchange of beverages for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

A compliant beverage must be marketed or labeled as a fruit and/or vegetable juice, milk, non-dairy milk, water, electrolyte replacement beverage/sports drink, or flavored water AND meet all criteria under that specific category.

Compliant beverages:
1. Fruit or Vegetable juice:
   a. ≥ 50% juice **and**
   b. No added sweeteners
   c. ≤ 12 fl. oz. serving size
2. Milk:
   a. Cow's or goat's milk, **and**
   b. 1% (unflavored), nonfat (flavored, unflavored), **and**
   c. Contains Vitamins A & D, **and**
   d. ≥ 25% of the calcium Daily Value per 8 fl. oz., **and**
   e. ≤ 28 grams of total sugar per 8 fl. oz.
   f. ≤ 12 fl. oz. serving size
3. Non-dairy milk:
   a. Nutritionally equivalent to milk (see 7 *CFR* 210.10(d)(3), 220.8(i)(3)), **and**
   b. ≤ 28 grams of total sugar per 8 fl. oz., **and**
   c. ≤ 5 grams fat per 8 fl. oz.
   d. ≤ 12 fl. oz. serving size
4. Water:
   a. No added sweeteners
   b. No serving size limit
5. Electrolyte Replacement Beverages (**HIGH SCHOOLS ONLY**)
   a. Must be either ≤ 5 calories/8 fl. oz. (no calorie) OR ≤ 40 calories/8 fl. oz. (low calorie)
   b. Water as first ingredient
   c. ≤ 16.8 grams added sweetener/8 fl. oz.
   d. 10-150 mg sodium/8 fl. oz.
   e. 10-90 mg potassium/8 fl. oz.
   f. No added caffeine
   g. ≤ 20 fl. oz. serving size (no calorie) OR ≤ 12 fl. oz. serving size (low calorie)
6. Flavored Water (**HIGH SCHOOLS ONLY**)
   a. Must be either ≤ 5 calories/8 fl. oz. (no calorie) OR ≤ 40 calories/8 fl. oz. (low calorie)
   b. No added sweetener
   c. No added caffeine
   d. ≤ 20 fl. oz. serving size (no calorie) OR ≤ 12 fl. oz. serving size (low calorie)

All beverages must be caffeine-free (trace amounts are allowable).

MIDDLE/HIGH SCHOOL-STUDENT ORGANIZATIONS

Reference: California Code of Regulations Section 15501

Student organization is defined as a group of students that are NOT associated with the curricula or academics of the school or district.
Effective from midnight to one-half hour after the end of the official school day.

Student organization sales must comply with all food and beverage standards AND **all** of the following:

1. Up to **three categories** of foods or beverages *may* be sold each day (e.g., chips, sandwiches, juices, etc.).
2. Food or beverage item(s) must be **pre-approved** by the governing board of the school district.
3. Only **one student organization** is allowed to sell each day.
4. Food(s) or beverage(s) **cannot** be **prepared on campus**.
5. The food or beverage categories sold **cannot** be the same as the categories **sold in the food service program** at that school during the same school day.
6. In addition to one student organization sale each day, any and all **student organizations** may sell on the **same four designated** days per year. School administration may set these date

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associates Superintendent of Business Services
DATE: August 12, 2025
SUBJECT: **Ratify the American Modular Systems Proposal for Four Modular Classrooms for Boys and Girls Club**

BACKGROUND: On April 9 of 2019, the Board adopted Resolution N. 18-18 with the intent to further expand its Facilities to best serve and meet the needs of the student population within the district. To further facilitate the process of obtaining classroom buildings, the Board adopted Resolution No. 24.06 which enables the District to purchase modular buildings through a Piggy-Back Purchase -Contract.

RATIONALE: Based on the continued growth and expansion of these services at the following sites the district has determined that use of the Piggyback Contract continues to reduce the costs of procurement for modular building needs and expedites the process for occupancy and use of the buildings. District staff have researched the costs and terms of the Piggyback Contract and believes that the prices of the Equipment under the Piggyback Contract are reasonable, and it would be in the best interests of the district to continue the utilization of the Piggyback Contract to purchase the additional modular classrooms needed to maintain and expand the services for the students and staff at the following sites:

Vendor:	AMS
Sites:	North School, Jacobson School, Freiler School and Poet School
Item:	Proposal
Services:	4 Modular Buildings, 36' x 40' each
Cost:	$1,581,920.00
Project Funding:	ELO-P

FUNDING: ELO-P.

RECOMMENDATION: Ratify the American Modular Systems Proposal for Four Modular Classrooms for Boys and Girls Club

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 12, 2025
SUBJECT: **Approve the Facilities Master Plan Needs Assessment Prepared by K12 Partners**

BACKGROUND: The Facilities Master Plan Needs Assessment, prepared by K12 Partners, is a comprehensive evaluation of Tracy Unified School District's existing facilities. The plan outlines current conditions, identifies deficiencies, and proposes both short- and long-term strategies to modernize, maintain, and expand school infrastructure. The assessment process included site visits, stakeholder engagement, and cost analyses to ensure alignment with the district's educational mission and goals. This plan is a critical step toward ensuring our facilities provide safe, equitable, and future-ready learning environments for all students.

RATIONALE: Many of Tracy Unified's school facilities are over 50 years old and require significant modernization or replacement to meet current educational standards, safety codes, and accessibility requirements. The plan prioritizes projects that address aging infrastructure, security enhancements, the replacement of portable classrooms, and the development of spaces to support expanding programs such as Transitional Kindergarten and Special Education. Approval of the master plan allows the District to strategically allocate resources, pursue state funding, and begin implementing priority projects in a timely and coordinated manner.

FUNDING: Measure O Bond funds.

RECOMMENDATION: Approve the Facilities Master Plan Needs Assessment by K12 Partners.

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: August 7, 2025
SUBJECT: **Consider Claim No. 658151**

BACKGROUND: On August 5, 2025, a claim was received by the Tracy Unified School District in which the claimant stated that a loss occurred on July 17, 2025.

The District's insurance providers reviewed the subsequent claim and determined:

a. The information provided to date suggests that there is a liability on behalf of the School District.

The District's insurance providers recommend approval of this claim by the Board of Trustees.

The claim amount is noted to be less than $10,000.00.

RATIONALE: The District's insurance advisors, legal advisors, and District staff recommend approval of this claim.

FUNDING: The District insurance account covers costs up to the board-approved deductible amount.

RECOMMENDATIONS: Approve Claim No. 658151.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 12, 2025
SUBJECT: **Ratify 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: Tracy Unified is piloting two intervention rooms as alternative to suspension locations for 2025-2026. One room will be at North, one room will be at Stein. 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#2: Provide a safe and equitable learning environment for each student and staff member.

FUNDING: Fees shall not exceed $210,000, paid out of district 0709 funding.

RECOMMENDATION: Ratify Agreement for Contract Services with Operation Scholars for Two Behaviorists for the 2025-2026 School Year.

Prepared by: Zachary Boswell, Associate Superintendent for 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 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: Provide two full-time Behaviorists to service TUSD intervention rooms. Behaviorist will have a caseload of students that they will meet with regarding behavioral concerns, as well as respond to behavior situations that arise on campus before, during and after school. Services are not limited to a specific number of students as long as the caseloads is within the capacity of the 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 181 ( ) [ ] **HOURS** [x] **DAYS**, under the terms of this agreement at the following location North, Stein.

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 $ 210,000. 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 [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, Jason Noll, at (209) 830-3200 x1601 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

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. for Human Resources
DATE: July 14, 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 for 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.

Colton Reed - Tracy High School - Social Science
Gurpreet Singh – Kimball High School – Industrial and Technology 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, Associate Superintendent of Human Resources
DATE: June 24, 2025
SUBJECT: **Adopt Revisions to Board Policy 4112.8, 4212.8;4312.8 Employment of Relatives (First Reading)**

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to Employment of Relatives, the District has created an all-personnel Board Policy (4112.8, 4212.8, 4312.8) to replace existing board policies 4112.8 , 4212.8 and 4312.8.

RECOMMENDATION: Adopt Revisions to Board Policy 4112.8, 4212.8, 4312.8 Employment of Relatives (First Reading)

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

EMPLOYMENT OF RELATIVES

~~In order to preclude situations which could bring about a conflict of interest for members of the administrative staff, an employee shall not be appointed to a position where a member of his/her immediate family maintains supervisory or evaluation responsibilities for the position.~~

~~Immediate family members may be employed at the same department or work location with the approval of the Superintendent or designee.~~

The Governing Board desires to maximize staff and community confidence in district hiring, promotion, and other employment decisions by promoting practices that are free of conflicts of interest or the appearance of impropriety.

The Board prohibits the appointment of any person to a position for which his/her relative maintains management, supervisory, evaluation, or promotion responsibilities and prohibits an employee from participating in any decision that singularly applies to any of his/her relatives.

For purposes of this policy, relative includes the individual's spouse, domestic partner, parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse or domestic partner.

In addition, the Superintendent or designee may determine, on a case-by-case basis, whether to appoint a person to a position in the same department or facility as an employee with whom he/she maintains a personal relationship when that relationship has the potential to create (1) an adverse impact on supervision, safety, security, or morale of other district employees or (2) a conflict of interest for the individuals involved which is greater because of the their relationship than it would be for another person.

An employee shall notify his/her supervisor within 30 days of any change in his/her circumstances that may constitute a violation of this policy.

Legal Reference:

~~GOVERNMENT CODE~~
~~12940 Unlawful employment practices, exceptions~~

State	Description
2 CCR 7292.0-7292.6	Marital status discrimination
2 CCR 7292.5	Employee selection

TUSD Adopted: 1/28/97
TUSD Revised:

EMPLOYMENT OF RELATIVES

Ed. Code 35107	**School district employees**
Fam. Code 297-297.5	**Rights, protections, benefits under the law; registered domestic partners**
Gov. Code 1090-1098	**Prohibitions applicable to specified officers**
Gov. Code 12940	**Unlawful discriminatory employment practices**

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 30, 2025
SUBJECT: **Adopt Revisions to Board Policy 4111.2, 4211.2, 4311.2 Legal Status Requirement (First Reading)**

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to Legal Status Requirements, the District has created an all-personnel Board Policy (4111.2, 4211.2, 4311.2) to update and replace the existing individual board policies.

RECOMMENDATION: Adopt Revisions to Board Policy 4111.2, 4211.2, 4311.2 Legal Status Requirement (First Reading).

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

LEGAL STATUS REQUIREMENT

~~The District shall hire only citizens and aliens who are lawfully authorized to work in the United States. District employment practices shall not discriminate on the basis of citizenship status or national origin, nor shall they discriminate against any refugees, grantees of asylum, or persons qualified for permanent or temporary residency.~~

~~All new employees shall show appropriate documents which certify that they are legally eligible to work in the United States, as required by law.~~

~~**Legal Reference:**~~

~~UNITED STATES CODE, TITLE 8~~
~~1324(a)(b) Immigration and Nationality Act, as amended by Immigration Reform and Control Act of 1986 and Immigration Act of 1990~~

~~CODE OF FEDERAL REGULATIONS, TITLE 8~~
~~274(a) Control of Employment of Aliens~~

The Governing Board shall ensure that the district employs only those individuals who are lawfully authorized to work in the United States.

The Superintendent or designee shall verify the employment eligibility of all persons hired by completing the U.S. Citizenship and Immigration Services Form I-9, Employment Eligibility Verification, for each individual hired and ensure that the district does not knowingly hire or continue to employ any person not authorized to work in the United States. (8 USC 1324a)

In accordance with law, the Superintendent or designee shall ensure that district employment practices do not unlawfully discriminate on the basis of citizenship status or national origin, including, but not limited to, discrimination against any refugees, grantees of asylum, or persons qualified for permanent or temporary residency.

Legal Reference:

Federal	Description
8 CFR 274a.1-274a.14	Control of Employment of Aliens
8 USC 1324a	Unlawful employment of aliens

TUSD Adopted: 12/10/96
TUSD Revised:

LEGAL STATUS REQUIREMENT

Federal	Description
8 USC 1324b	Unfair immigration related employment practices
Management Resources	**Description**
USCIS Publication	Handbook for Employers: Instructions for Completing Form I-9, April 2009
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Citizenship and Immigration Services

TUSD Adopted: 12/10/96
TUSD Revised:

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 30, 2025
SUBJECT: **Acknowledge Revisions to Administrative Regulations 4111.2, 4211.2, 4311.2 Legal Status Requirement (First Reading)**

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to Legal Status Requirements, the District has created an all-personnel Administrative Regulation (4111.2, 4211.2, 4311.2) to update and replace the existing individual administrative regulations.

RECOMMENDATION: Acknowledge Revisions to Administrative Regulations 4111.2, 4211.2, 4311.2 Legal Status Requirement (First Reading)

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

LEGAL STATUS REQUIREMENT

~~A. Purpose and Scope~~

~~When being hired by the District for any kind of work, prospective employees shall be informed that they will be asked, within three days of employment, to show documents which certify their work eligibility and identity. Persons employed for three days or less must provide such documentation on their first day.~~

~~B. General~~

~~1. Documentation may consist of one item in group A below, or two items, one from group B and one from group C below.~~

~~C. Forms Used and Additional References~~

~~1. Employment Eligibility Verification (Form I-9)~~

~~D. Procedure~~

~~Group A - Documents Establishing Both Work Authorization and Identity~~

~~1. A United States passport, unexpired or expired.~~

~~2. A Certificate of U.S. Citizenship (INS Form N-560 or N-561).~~

~~3. A Certificate of Naturalization (INS Form N-550 or N-570).~~

~~4. An unexpired foreign passport with I-551 stamp or attached INS Form I-94 indicating unexpired employment authorization.~~

~~5. An Alien Registration Receipt Card with photograph (INS Form I-151 or I-551).~~

~~6. An unexpired Temporary Resident Card (INS Form I-688)~~

~~7. An unexpired Employment Authorization Card (INS Form I-688A).~~

~~8. An unexpired Reentry Permit (INS Form I-327).~~

~~9. An unexpired Refugee Travel Document (INS Form I-571).~~

~~10. An unexpired Employment authorization document issued by the INS which contains a photograph (INS Form I-688B).~~

TUSD Revised:

LEGAL STATUS REQUIREMENT

~~Group B – Documents Establishing Identity~~

1. ~~A driver's license or ID card issued by a state or outlying possession of the United States, provided it contains a photograph or information such as name, date of birth, sex, height, eye color and address.~~

2. ~~An ID card issued by federal, state or local government agencies or entities provided it contains a photograph or information such as name, date of birth, sex, height, eye color and address.~~

3. ~~A school ID card with a photograph.~~

4. ~~A voter's registration card.~~

5. ~~A U.S. military card or draft record.~~

7. ~~A military dependent's ID card.~~

8. ~~Native American tribal documents.~~

9. ~~A driver's license issued by a Canadian government authority.~~

~~Group C – Documents Establishing Work Eligibility~~

1. ~~A U.S. Social Security card issued by the Social Security Administration, other than one stating it is not valid for employment.~~

2. ~~Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350).~~

3. ~~An original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States, bearing an official seal.~~

4. ~~A Native American tribal document.~~

5. ~~A U.S. Citizen ID Card (INS Form I-197).~~
6. ~~An ID Card for use of Resident Citizen in the United States (INS Form I-179).~~

LEGAL STATUS REQUIREMENT

~~7. An unexpired employment authorization document issued by the INS, other than those listed in Group A.~~

~~If a minor has a work authorization document but does not have any of the identity documents in Group B, he/she may establish identity by means of a school record or report card; clinic, doctor or hospital record; or a day care or nursery school record. Lacking any of these, he/she still may work, provided that a parent/guardian completes Section 1 of Form I-9 for the minor. In the space for the minor's signature, the parent/guardian must write "minor under age 18." The parent/guardian also must complete the "preparer/Translator Certification" section. In Section 2 Under List B after the words "Document #", the personnel officer should write "minor under age 18."~~

~~If unable to provide satisfactory documentation, the employee shall furnish a receipt indicating that the needed document has been requested. This receipt must be presented within three days of the hire, and the document itself must be provided within 90 days of the hire.~~

~~The Associate Superintendent for Human Resources shall examine the documents presented and record the expiration date as it appears on all work authorization permits. This expiration information shall be subsequently flagged so as to remind the personnel officer to verify that the permit has been renewed and that the employee is still eligible to work.~~

~~Should an employee present two documents on which the individual's name is not the same, the personnel officer shall ask to see documentation of name change, such as would be provided by a marriage license, divorce papers, court order or other legal document verifying the name change.~~

~~After examining the documents presented, the personnel officer shall copy them. Such copies shall be kept confidential and used only as needed to help justify the District's past decision to accept the documents as valid.~~

~~To protect full confidentiality, the Associate Superintendent for Human Resources shall seal these copies in an envelope on which the following message has been printed:~~

~~The enclosed documents, provided only to verify work eligibility for (name of employee), were examined on (date) by (signature). This sealed envelope may be opened only by the Superintendent or designee. Refer to BP/AR 4111.2/4211.2/4311.2 for current regulations.~~

LEGAL STATUS REQUIREMENT

~~The Associate Superintendent for Human Resources shall ask the employee to complete and sign INS Form I-9.~~

~~The Associate Superintendent for Human Resources shall complete and sign the I-9 form and shall assure that it is kept until a full year after the employee leaves the job.~~

~~All I-9 forms shall be kept together in a separate file for at least three years from the hiring date. I-9 forms shall be kept for all employees hired after November 6, 1986.~~

~~I-9 forms shall be available for inspection upon request by officers of the Immigration and Naturalization Service or the Department of Labor. Other personnel documents shall not be made available to government agents unless they present a warrant or subpoena.~~

~~The Superintendent or designee shall open the sealed envelope containing copies of an employee's work authorization documents only in connection with inquiries by the INS.~~

~~In order to avoid the loss of any employer rights, all communications received from the immigration and Naturalization Service shall be answered within 30 days.~~

~~**E. Reports Required**~~

~~None~~

~~**F. Record Retention**~~

~~I-9 forms shall be maintained in employee personnel files.~~

~~**G. Responsible Administrative Unit**~~

~~Human Resources~~

~~**H. Approved By**~~

~~Associate Superintendent for Human Resources~~

Within three business days of hire, the Superintendent or designee shall physically examine the documentation presented by the employee establishing his/her identity and employment authorization as set forth in U.S. Citizenship and Immigration Services Form I-9. The employee may present either an original document which establishes both employment authorization and identity or two separate original documents which establish authorization and identity. Only unexpired documents

are acceptable. (8 CFR 274a.2)

The Superintendent or designee shall: (8 CFR 274a.2)

1. **Ensure that the documents presented appear to be genuine and relate to the individual**

2. **Complete the "Employer Review and Verification" section and sign the attestation with a handwritten signature or electronic signature on Form I-9**

Persons employed for three business days or less must provide such documentation on their first day. (8 CFR 274a.2)

If unable to provide satisfactory documentation because the document was lost, stolen, or damaged, the employee shall furnish a receipt indicating that a replacement document has been requested. This receipt must be presented within three business days of the hire, and the replacement document must be provided within 90 days of the hire. (8 CFR 274a.2)

If an individual's employment authorization expires, the Superintendent or designee must reverify Form I-9, by noting the document's identification number and expiration date on the form, no later than the date the work authorization expires. The employee shall present a document that shows either continuing employment authorization or a new grant of work authorization. (8 CFR 274a.2)

The district shall retain an individual's Form I-9 for three years after the date of the hire or for one year after the date his/her employment is terminated, whichever is later. (8 CFR 274a.2)

The Superintendent or designee shall copy documents presented by an individual for verification and shall retain them with the individual's Form I-9. The documents shall be kept confidential and used only as needed to help justify the district's past decision to accept the documents as valid.

Federal	Description
8 CFR 274a.1-274a.14	Control of Employment of Aliens
8 USC 1324a	Unlawful employment of aliens
8 USC 1324b	Unfair immigration related employment practices

Management Resources	Description

LEGAL STATUS REQUIREMENT

Management Resources	Description
USCIS Publication	Handbook for Employers: Instructions for Completing Form I-9, April 2009
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Citizenship and Immigration Services

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 1, 2025
SUBJECT: **Approve New Job Description for Health Services Program Administrator**

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

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

FUNDING: No funding impact.

RECOMMENDATION: Approve New Job Description for Health Services Program Administrator

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Health Services Program Administrator

DEPARTMENT/DIVISION: Student Services

POSITION SUMMARY: Under the direction of the Director of Student Services and Curriculum, to plan, organize and direct Health Services for the District, and provide leadership and direction for the development of health services programs in collaboration with other Health Services staff, Educational Services and Business Services. Develop partnerships with private foundations, public agencies, business and community based organizations to increase the quality and quantity of services available to students in the Tracy Unified School District.

ESSENTIAL FUNCTIONS:

1. Oversee the development and implementation of a comprehensive health services program which includes improving student access to social and health services, decreasing absenteeism secondary to health problems and ensuring state-mandated health screenings.
2. Develop and implement a comprehensive communication program to inform families about services available through federal, state, county and community-based organizations. Counsel students, parents/caregivers, and school staff by guiding children, parents/caregivers, and school personnel in identification and appropriate utilization of private and public health care delivery services and problem-solving health and social relation attendance problems.
3. Represents the District at meetings with social services, health services, and other community based agencies to facilitate the coordination and collaboration of comprehensive student and family support services.
4. Executes and prepares forms, records, and reports for the health program at the school site, District and state level.
5. Organizes mandatory health screening programs according to state law.
6. Monitors student health records at each school site to ensure compliance with District and State requirements including, but not limited to, immunization records, dispensing of medication, documentation of vision, hearing, scoliosis, and Individual Education Plans related to health services.
7. Oversees the immunization program and the Child Health Disability Prevention Program.
8. Collects student health data in collaboration with other health services staff members and informs parents, school staff, and other professionals directly concerned with the students; assists team members in the development of Individualized Educational Plan student health plan components.
9. Collaborates with other staff members in assisting with the distribution of medication taken by students and medication monthly audits at each school site.
10. Participate in planning the implementation of proper emergency care and first aid for sudden illness or accident, and gives assistance when available.

11. Assists school staff in the monitoring and action related to communicable diseases through early detection, exclusion and reporting while working with the current credentialed school nurse and the local Public Health organization, following current CDC guidelines for school setting as recommended.
12. Supervises and trains staff on appropriate health care procedures.
13. Responsible for obtaining sources of established and new funding grant and foundation monies.
14. Administer and document administration of grant funds, MediCal reimbursement, and other financial reports.
15. Determine staffing and program needs related to Health Services.
16. Continue to evaluate the effectiveness of Health Services and make recommendations for implementation and needed changes to the Director of Student Services and Curriculum.
17. Plans, designs, solicits funding, coordinates and implements school linked health services on school sites.
18. Plans, coordinates and documents new district employee compliance to OSHA (Occupational Safety and Health Administration) Title 29, Part 1910.1030, Blood Borne Pathogen Exposure Control.
19. Maintains regular and prompt attendance in the workplace.
20. Performs other related duties as assigned.

EDUCATION AND EXPERIENCE: Valid California RN license with a Bachelor's degree in public health (BSPH or BAPH); Valid California School Nurse Services Credential; School Audiometrist Certificate, and valid California Driver's License required. Must be insurable to District standards; use of personal vehicle required. At least three years of school-based health services experience. Knowledge of collaborative school/community efforts; student health and social needs; State and Federal regulations and District policies and procedures, which govern program and curriculum; program management.

SKILLS AND QUALIFICATIONS:

1. Ability to communicate effectively, orally and in writing; establish and maintain effective working relationships.
2. Ability to select and manage certificated and classified staff in order to develop skills and abilities that match program needs and enhance program effectiveness.
3. Analyze Health Services programs and adopt effective courses of action necessary for program improvement.
4. Ability to collect and compile data and prepare appropriate State, Federal and District mandated reports, and provide program analysis and positive direction.
5. Ability to establish collaborative school/community efforts and recognize student health and social needs.
6. Knowledge of state and federal regulations and district policies and procedures which govern Health Services program and curriculum including program management and funding.
7. Knowledge of District evaluation and assessment standards and procedures related to certificated, classified and district contractual staff.

PHYSICAL REQUIREMENTS:

Employees in this position must be able/have the ability to:

1. Sit for extended periods of time.
2. Enter data into a computer terminal/typewriter and operate standard office equipment for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels and on the telephone with or without hearing aids.
5. Hear and understand at normal levels and on the telephone with or without hearing aids.
6. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
7. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
8. Lift and/or carry up to 75 pounds at waist height for short distances.

DAYS OF SERVICE: 225

SALARY: LME Range 49

TUSD Board Approved: