NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
AUGUST 26, 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: **6:40 PM** **Closed Session**
7:00 PM **Open Session**

AGENDA

Pg. No.

1. Call to Order

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

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

3.1 Administrative & Business Services: None.

3.2 Educational Services:

3.2.1 Finding of Facts: 24/25#62
Education Code §48912

3.2.2 Reinstatements: AR#25-26/#06, AR#25-26/#07
Education Code §48912

Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.2.3 Confidential Student Matter: Early Graduation WHS#10352808

Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.2.4 Approve Funding for Confidential Settlement Agreement

Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.3 Human Resources:

3.3.1 Consider Leave of Absence Request for Classified Employee: #UCL-531, Pursuant to Article XXIII

Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.3.2 Consider Public Employee/Employment/Discipline/Dismissal/Release
Government Code §54957

Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

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

4. **Adjourn to Open Session**

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

6. **Closed Session Issues:**
6a Action Taken on Finding of Facts: 24/25#62
3.2.1
Action: Motion ____ Second ___. **Vote:** Yes___; No___; Absent___; Abstain ___
6b Report Out of Action Taken on Reinstatements: AR#25-26/#06, AR#25-26/#07
3.2.2
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6c Report Out of Action Taken on Early Graduation: WHS#10352808
3.2.3
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6d Report Out of Action Taken on Approve Funding for Confidential Settlement
3.2.4 Agreement
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6e Report Out of Action Taken on Consider Leave of Absence Request for
3.3.1 Classified Employee: #UCL-531, Pursuant to Article XXIII
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

7. **Approve Regular Minutes of August 12, 2025** **1-6**
Action: Motion__ ; Second __. **Vote:** Yes __; No __; Absent ___; Abstain ___

8. **Student Representative Reports:**
8.1 Kimball High: Sarem Girmai**; Alternative Education:** Nicolette Hollins**; Tracy High:** Violet Howard-Menteer; **West High:** Lucia Noor Behnam, Alexandra Larson

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

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:** None.

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

12. PUBLIC HEARING:

12.1 Administrative & Business Services: None.

12.2 Educational Services:

12.2.1 Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District — **7**

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 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda — **8-9**

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 — **10-11**

13.2 Educational Services:

13.2.1 Approve Revisions to the TUSD EL Program Task List — **12-15**

13.2.2 Ratify Agreement for Contract Services between Boys and Girls Club of Tracy and McKinley Elementary School for the 2025-26 School Year — **16-19**

13.2.3 Approve Out of State Travel to attend the National Association for the Education of Homeless Children and Youth (NAEHCY) Annual Conference in Dallas Texas, November 1 - 4, 2025 — **20-21**

13.2.4 Ratify Agreement for Contract Services to Provide Gang Intervention Training for TUSD Staff — **22-25**

13.2.5 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Bridge to College Program for Parents at Tracy High School — **26-29**

13.2.6 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Family Leadership Program for Parents at Tracy High School January 29-March 5, 2026 — **30-33**

13.2.7 Approve Agreement for Overnight Travel for the West High School Cross Country Team and Advisors to attend CIF State Cross Country Championships at Woodward Park in Fresno, CA on November 28-29, 2025 — **34**

13.2.8 Approve Agreement for Overnight Travel for the West High School Cross Country Team and Advisors to Attend Clovis International at Woodward Park in Fresno, CA on October 10-11, 2025 — **35**

13.2.9 Approve Overnight Travel for the West High School Varsity Boys Basketball Team and Advisors to Attend Clovis Elks Tournament at Clovis High School in Clovis, CA on December 26 – December 30, 2025 — **36**

13.2.10	Ratify Agreement for Contract Services between 360 Degree Customer Inc. for a Behaviorist at North for Summer School June 9, 2025 – July 3, 2025	**37-40**
13.2.11	Approve Agreement for Contract Services between Community Medical Centers and Hirsch Elementary for the 2025-2026 School Year	**41-45**
13.2.12	Ratify Agreement for Contract Services between 360 Degree Customer, Inc. and Monte Vista Middle School for the 2025-2026 School Year	**46-54**
13.2.13	Approve Agreement for Special Contract Services Transitional Age Youth (TAY) Mentoring Program -between Child Abuse Prevention Council and Duncan-Russell/Stein Continuation High, Kimball High, and West High for the 2025-2026 School Year	**55-58**
13.2.14	Approve Agreement for Special Contract Services with Child Abuse Prevention Council (CAPC) for the 2025-2026 School Year	**59-62**
13.2.15	Approve Memorandum Agreement between Pyramid Education Consultants and Special Education for the 2025-2026 School Year	**63-66**
13.2.16	Ratify Contract Service Agreement with Pawar Transportation for the 2025-2026 School Year (Separate Cover)	**67**
13.2.17	Ratify Agreement for Contract Services between UC Berkley and TUSD Health Services Department for the 2025-2026 School Year	**68-79**
13.2.18	Approve Special Contract Services Agreement with Academic Behavior Consultants Psych Group for Two Independent Education Evaluations (IEEs)	**80-83**
13.2.19	Approve Special Contract Services Agreement with Allyson Moore Consulting for an FBA Independent Education Evaluation (IEE)	**84-87**
13.2.20	Approve Special Contract Services Agreement with Integrated Pediatric Therapy for an Occupational Therapy (OT) Independent Education Evaluation (IEE)	**88-91**
13.2.21	Agreement for Special Contract Services with Speech Therapy & Accent Group for an Independent Education Evaluation (IEE) for a Speech Assessment	**92-95**

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	**96-97**
13.3.2	Approve Classified, Certificated, and/or Management Employment	**98-101**

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	Approve Amended 2025 Board Meeting Calendar	**102-103**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.1.2	Adopt Resolution #25-01 Authorizing District Representatives to the State Allocation Board, Office of Public-School Construction (OPSC), and the Filling of Request for Eligibility and Funding with OPSC Under the State School Facility Programs	**104-107**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

14.1.3	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 (Second Reading)		**108-129**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.		
14.1.4	Adopt Revised Board Policy and Administrative Regulation 5030 Student Wellness (Second Reading)		**130-145**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.		

14.2 Educational Services:

14.2.1	Adopt Resolution # 25-02 A Declaration that there are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District		**146-152**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.		
14.2.2	Approve Agreement with SJCOE to provide Expanded Learning Opportunities Services for the 2025-2026 School Year		**153-155**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.		

14.3 Human Resources:

14.3.1	Adopt Revisions to Board Policy 4111.2, 4211.2, 4311.2 Legal Status Requirement (Second Reading)		**156-158**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.		
14.3.2	Acknowledge Revisions to Administrative Regulations 4111.2, 4211.2, 4311.2 Legal Status Requirement (Second Reading)		**159-165**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.		
14.3.3	Adopt Revisions to Board Policy 4112.8, 4212.8; 4312.8 Employment of Relatives (Second Reading)		**166-168**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.		
14.3.4	Adopt Revisions to Board Policy 4117.2, 4217.2, 4317.2 Resignations (First Reading)		**169-171**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.		
14.3.5	Adopt Revisions to Board Policy 4119.22, 4219.22, 4319.22 Dress and Grooming (First Reading)		**172-175**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.		
14.3.6	Acknowledge Revisions to Administrative Regulation 4112.21 District Interns (First Reading)		**176-183**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.		
14.3.7	Adopt Revisions to Board Policies and Acknowledge Revisions to Administrative Regulations 4127, 4227, and 4327 Temporary Athletic Team Coaches (First Reading)		**184-197**
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 September 9, 2025
17.2 September 23, 2025
17.3 October 28, 2025
17.4 November 12, 2025 (Wednesday)

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 the
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, August 12, 2025

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

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

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

Closed Session:

6a	Report Out of Action Taken on Reinstatements: AR#25-26/#01, AR#25-
3.2.1	26/#02, AR#25-26/#03, AR#25-26/#04, AR#25-26/#05
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Silcox).
6b	Report Out of Action Taken on Consider Paid Leave of Absence for
3.3.1	Certificated Employee #UC-1419
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Silcox).
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:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Silcox).

Minutes: **7. Approve Regular Minutes of June 23, 2025.**
Action: Hawkins, Cheeseman. Yes-6; No-0; Absent-1 (Silcox).

Audience: Roya Mahiddin, Albert Strong, Bobbie Etcheverry, Eloy Vento, Jason Rodriguez, Shannon Rodriguez, Michelle Daniel, Don Dias, Bob Brownne, Jason Noll, Casey Goodall, Maria Valenzuela

Student Rep Reports: **8.1** None.

Recognition & Presentations:

9.1 Poet Christian Elementary School Principal Albert Strong reviewed the progress plan Poet has in place for this school year. It includes "three big ideas": a focus on student learning, creating a culture of collaboration, and a results-based orientation. Poets' most recent academic performance dashboard indicates improvement in suspension rates, attendance, Science, and English Learning Progress. Poet Elementary School's goal for this year is to become a California Distinguished 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 The structure, teamwork, and knowledge Mr. Dias has brought to this interim role has been greatly appreciated and his presence will be missed by the Business Services Department. He was presented with a certificate.

Information & Discussion Items:

10.1 **Administrative & Business Services:**

10.1.1 **Receive Report on Facilities Projects** Eloy Vento, Director of Facilities, Planning, and Construction, shared a list of completed summer construction projects for 2025. The list includes elementary school play structures, roofing projects for multiple buildings and locations, and new flooring, to name a few. Top priorities were the TK portables project at Jacobson Elementary, finalizing the purchase of four buildings formerly owned by Catalyst Family Inc., and security enhancements district wide which included ring camera/door buzzers and InformaCast alarm systems. Currently there are modernization projects in the design phase for Kimball, Stein, McKinley, Monte Vista, Tracy High and the West High Ag building.

Hearing of Delegations

11. None.

Public Hearing:

12.1 None.

Consent Items:

13. **Board approval of any agenda item requiring insurance or fingerprint clearance is conditioned upon receipt of appropriate documentation by Tracy Unified.**
Action: Cheeseman, Secker. **Vote:** Yes-6; No-0; Absent-1 (Silcox).
Item # 13.2.30 was approved as amended.

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

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

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

13.1.4 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)

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

13.1.6 Approve Accounts Payable Warrants (June 2025) (Separate Cover)

13.1.7 Approve Payroll Reports (June 2025)

13.1.8 Approve Revolving Cash Fund Reports (None Issued in June 2025)

13.2 **Educational Services:**

13.2.1 Approve Professional Development for TUSD High School Drama and Theater Departments

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

13.2.3 Approve Contract Service Agreement with Alegre Care Inc., dba Alegre Home Care and Staffing for the 2025-2026 School Year

13.2.4 Approve Contract Service Agreement with Left Coast Scales (LCS) for the 2025-2026 School Year

13.2.5 Approve Contract Service Agreement with Excel Interpreting LLC for the 2025-2026 School Year

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

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

13.2.8 Ratify Service Agreement with Paradigm Healthcare and Special Education for the 2025-2026 School Year

13.2.9 Ratify Agreement with SPG Therapy & Education to Provide Staffing Services for the 2025-2026 School Year

13.2.10 Ratify Master Contract for Non-Public School Spectrum-Antioch Campus for the 2025-2026 School Year (Separate Cover)

13.2.11 Ratify Master Contract for Non-Public School Sierra School of San Joaquin for the 2025-2026 School Year (Separate Cover)

13.2.12 Ratify Master Contract for Non-Public School Anova Center for Education for the 2025-2026 School Year (Separate Cover)

13.2.13 Ratify Master Contract for Non-Public School Creative Alternatives for the 2025-2026 School Year (Separate Cover)

13.2.14 Ratify Master Contract with Benchmark Behavioral Health Systems Inc. for the 2025-2026 School Year (Separate Cover)

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

13.2.16 Approve Agreement for Special Contract Services with Quest Science Center at Louis Bohn School for the 2025 - 2026 School Year

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

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

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

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

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

13.2.22 Ratify Agreement for Contract Services with Speech Pathology Assessment and Intervention Services PC, SPAIS PC for the 2025-2026 School Year

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

13.2.24 Approve Agreement for Contract Services with CalFresh Healthy Living (Parent), San Joaquin County Public Health, for the 2025-2026 School Year

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

13.2.26 Approve Agreement for Contract Services with Operation Scholars for One Part-Time Behaviorists, for the 2025-2026 School Year

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

13.2.28 Approve Agreement for Contract Services with CalFresh Healthy Living (Student), San Joaquin County Public Health, for the 2025-2026 School Year

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

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

13.2.31 Approve Specialized Grant Funding for the 2025-2026 Agriculture Incentive Grant for Merrill F. West High

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

13.2.33 Ratify Agreement for Licensing of Magic School AI Platform at Williams Middle School for the 2025-2026 School Year

13.3 Human Resources:

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

13.3.2 Approve Classified, Certificated and/or Management Employment

13.3.3 Approve Individual Administrative Intern Agreement with CSU Stanislaus

13.3.4 Approve Student Teacher Agreement with Cal State TEACH Fresno

13.3.5 Approve Teacher Intern Agreement with Cal State TEACH Fresno

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)

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

14.1.2 Adopt Revised Board Policy and Administrative Regulation 5030 Student Wellness (First Reading)

Action: Cheeseman, Alexander. **Vote:** Yes-6; No-0; Absent-1 (Silcox).

14.1.3 Ratify the American Modular Systems Proposal for Four Modular Classrooms for Boys and Girls Club (Separate Cover)

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

14.1.4 Approve the Facilities Master Plan Needs Assessment Prepared by K12 Partners (Separate Cover)

Action: Cheeseman, Alexander. **Vote:** Yes-6; No-0; Absent-1 (Silcox).

14.1.5 Consider Claim No. 658151

Action: Motion to Accept: Alexander, Secker. **Vote:** Yes-6; No-0; Absent-1 (Silcox).

14.2 Educational Services:

14.2.1 Ratify Agreement for Contract Services with Operation Scholars for Two Behaviorists for the 2025-2026 School Year

Action: Cheeseman, Alexander. **Vote:** Yes-6; No-0; Absent-1 (Silcox).

14.3 Human Resources:

14.3.1 Approve a Declaration for a Provisional Internship Permit

Action: Alexander, Secker. **Vote:** Yes-6; No-0; Absent-1 (Silcox).

14.3.2 Adopt Revisions to Board Policy 4112.8, 4212.8; 4312.8 Employment of Relatives (First Reading)

Action: Cheeseman, Alexander. **Vote:** Yes-6; No-0; Absent-1 (Silcox).

14.3.3 Adopt Revisions to Board Policy 4111.2, 4211.2, 4311.2 Legal Status Requirement (First Reading)

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

14.3.4 Acknowledge Revisions to Administrative Regulations 4111.2, 4211.2, 4311.2 Legal Status Requirement (First Reading)

Action: Hawkins, Secker. **Vote:** Yes-6; No-0; Absent-1 (Silcox).

14.3.5 Approve New Job Description for Health Services Program Administrator

Action: Alexander, Cheeseman. **Vote:** Yes-6; No-0; Absent-1 (Silcox).

Board Reports: Trustee Traina feels the update on facilities and the report received from Poet Christian, is a great way to start out a new school year. She thanked Mr. Strong for breaking down the complicated process of teaching and student learning and drilling it down to the essentials. Trustee Secker was happy to see the school year beginning without issue, with everyone working together. He gave a special shout out to the Facilities Department for being helpful, even with all the many projects they have been focused on. Trustee Cheeseman noticed the new playground at North Preschool. It is beautiful and the students are enjoying it. Trustee Alexander enjoyed hearing about the renovations and improvements throughout the district. Trustee Hawkins welcomed everyone present at the first board meeting of the school year. Trustee Fagin said the Poet Administrators are leaders and are setting an example. The district departments do a phenomenal job. All the work that is done in the background makes TUSD shine.

Superintendent Report: Dr. Pecot also thanked Principal Strong for the Poet School presentation. Mr. Eloy Vento spoke of being on rooftops over the summer; his high energy is appreciated. He has only been with the district for two months and already has so much knowledge of the district and its projects. Dr. Pecot thanked bond committee

members, Casey Goodall and Maria Valenzuela, for attending the board meeting this evening. He gave a special thank you to the TUSD staff, the first two days were seamless and were like any other day due to the preparedness from the leadership, the teachers and the support staff.

Adjourn: 7:38 PM

_____ _____

Clerk Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc Supt of Educational Services
DATE: August 4, 2025
SUBJECT: **Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District**

BACKGROUND: California Education Code 60119 (as amended by Statutes of 2012, Chapter 668, Section 3, effective January 1, 2013) requires that the governing board hold an annual public hearing regarding the sufficiency of instructional materials encouraging the input of parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders. The public hearing is held to determine whether "each pupil in each school in the district has sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Section 60605 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

(i.) Mathematics
(ii.) Science
(iii.) History-Social Science
(iv.) English/Language Arts, including the English Language Development component of an adopted program.

RATIONALE: The public hearing requirement is one component of the state audit guide. This item aligns with District Strategic Goal #1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports.

FUNDING: No cost to the District.

RECOMMENDATION: Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District.

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 11, 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 26, 2025

A.

Vendor:	Dry Creek Construction
Sites:	2441 Holly Drive Building
Item:	Proposal
Services:	Asbestos abatement, additional fencing, and completing a property line survey
Cost:	$19,280.06
Project Funding:	Fund 01/Fund 7 MGT

B.

Vendor:	Bockmon & Woody Electric Co. Inc.
Sites:	Hirsch Elementary School
Item:	Proposal
Services:	Move library conduit
Cost:	$14,145.34
Project Funding:	Fund 14

C.

Vendor:	Ricoh
Sites:	Tracy Unified School District
Item:	Contract
Services:	During this conversion engagement, Ricoh will convert district inactive student cume records to electronic format.
Cost:	<$50,000.00
Project Funding:	General Fund

D.

Vendor:	Knowledge Saves Lives, INC.
Sites:	District Wide
Item:	Training Services Contract 8/20/2025-5/1/2026
Services:	Contractor will provide the following services: Evacuation Maps & Emergency Response Charts (Posters): Development of evacuation maps and emergency response procedure charts for 19 school sites and Comprehensive School Safety Plan (CSSP) Training.
Cost:	$74,825.00
Project Funding:	Student Support Block Grant

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: August 15, 2025
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

BACKGROUND: In order to assist the various school sites and departments in the District with the continued effort to enhance the educational, technological, health, and environmental needs of our students and staff, the following funds, materials, and/or equipment are to be considered for acceptance as donations:

Donations Received by District Office /Tracy Unified School District:

1. Costco/Michelle Bird – Costco will be donating 300 backpacks to students of Tracy Unified School District who are in need. The estimated value of this donation is approximately $3,000.
2. US Cold Storage – US Cold Storage will be donating 17 tables, 34 chairs, storage cabinets, and a whiteboard. The donation will be used to create a meeting space for Prevention Services to serve Tracy Unified School District families. The estimated value of this donation is approximately $1,000.

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

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt of Ed Services
DATE: August 5, 2025
SUBJECT: **Approve Revisions to the TUSD EL Program Task List**

BACKGROUND: The California State Board of Education unanimously approved the California English Learner Roadmap State Board of Education Policy: Educational Programs and Services for English Learners (EL Roadmap Policy) on July 12, 2017. This policy is intended to provide guidance to local educational agencies (LEAs) on welcoming, understanding, and educating the diverse population of students who are English learners attending California public schools. The *California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs, and Practices for English Learners* (*CA EL Roadmap*) builds on the EL Roadmap Policy and provides further guidance on educating English learners. The *CA EL Roadmap* supports LEAs as they implement the EL Roadmap Policy. TUSD has revised our English learner program Task List to align with our digital ELLevation platform where we monitor and keep all English learner records. Monitoring and reclassifying English learners is an important element to receive Title III funds and providing services to English Learners.

RATIONALE: All LEA are required to have an EL Master Plan and to periodically perform revisions on the whole plan or parts of the plan to ensure it is updated to the most recent changes in education code and legislature and best practices. This year we have revised the language in our TUSD English learner program Task List. The changes in language proposed in our revision are aligning with our implementation of the digital ELLevation platform. The changes to our EL Task list are the following:

- The mention of ELLevation as our platform for reclassification, English learner monitoring, and RFEP monitoring.
- All monitoring and reclassifications forms will now be found digitally on ELLevation and no longer placed in the students' cume folder.
- All parent notifications will be created and stored in ELLevation.

FUNDING: There is no cost to this Agenda Item.

RECOMMENDATION: Approve Revisions to the TUSD English Learner Program Task List.

Prepared by: Jose Jimenez, English Language Program Coordinator.

"The future belongs to the educated"

TUSD - English Learner Program Task List

School year: **2025-2026**

Site: _____

Instructions: In the fall, indicate the site person responsible for each task. Throughout the school year, indicate when each task is completed. The completed Task List is to be turned into the Assessment and Accountability Office at the end of the school year.

Order	Task	Person Resp.	Site Person	Timeline	Jul/ Aug	Sep	Oct	Nov/ Dec	Jan	Feb	Mar	Apr	May/ Jun	Date completed
1	A certificated teacher, classified staff member, or site administrator has been identified as EL Coordinator by principal	Principal		July-Aug	X									
2	Personnel to administer ELPAC tests have been identified	Principal		July	X									
3	All ELPAC Initial test examiners have been trained (must be trained annually)	District		Aug	X									
4	A process and schedule for administering initial ELPAC has been established.	Principal/ El Coord		by Aug. 15	X									
5	Staff members have been designated for EL data entry (Aeries) incl: Initial Registrations, CUM requests, and ELPAC score requests from other districts	Principal		Sept. 15	X			x						
6	All parent communication is provided in Spanish if ≥ 15% of students have home language of Spanish.	Principal		ongoing	x	x	x	x	x	x	x	x	x	
7	Principal and EL Coordinator schedule and hold regular meetings (monthly or a minimum 3 times/yr) to monitor implementation of EL Master Plan	Principal/ EL Coord		Sept-May min 3 x)	x	X	x	X	x	X	X	x	X	
8	Process and procedures relating to the registration of EL Learners have been reviewed with office staff. A process for notifying the EL Coordinator of any new student with a home language other than English has been established.	Principal/ El Coord		Sept. 1	X			x						
9	A process for contacting the Assessment and Accountability office to check on language status/assessment data for newly enrolled students has been established	Principal/ EL Coord		Sept. 1	X									
10	A process and procedures relating to the maintenance of EL records on ELLevation has been reviewed with office staff. In past CUMS held EL information now ELLevation houses all EL records electronically.	Principal		Sept. 1	X	x	x	x	x	x	x	x	X	
11	All new students with a language other than English have been tested with ELPAC Initial within 30 days	EL Coord		within 30 days	x	x	x	x	x	x	x	x	x	

12	Parents are notified of INITIAL assessment results (from ELPAC Student Score Report) and program placement	EL Coord		Init.=30 days	x	X	x	x	x	x	x	x	x	
Order	**Task**	**Person Resp.**	**Site Person**	**Timeline**	**Jul/ Aug**	**Sep**	**Oct**	**Nov/ Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May/ Jun**	**Date completed**
13	Parents are notified of ANNUAL assessment results (ELPAC Student Score Report) and program placement	EL Coord		within 30 days of receiving		X	X							
14	Copies of Parent Notifications are housed in ELLevation program.	EL Coord		fall & spring	x	X	x	x	x	x	x	x	X	
15	Language Proficiency level has been determined and recorded in Aeries for all Pending students within 30 days of enrollment	EL Coord		Aug-May	x	X	x	x	x	x	x	x	x	
16	All **Initial** ELPAC for speaking and writing are scored in DEI and THSS	ELCoord/ Examiner		Sept.- May	x	x	x	x	x	x	x	x	x	
17	EL Coordinator attends all EL Coordinator meetings	Principal/ EL Coord		Monthly	x	x	x	x	x	x	x	x	x	
18	ELD Groupings are finalized and scheduled for daily designated ELD - Begin ELD	Principal		Sept. 1	x	X								
19	Monitor that EL students receive daily (≥ 30 minutes) Designated ELD.	Principal		Sept. - May	x	x	x	x	x	x	x	x	x	
20	Teacher recommendations for ELD steering committee sent to EL Program Coordinator.	Principal		Aug - May	X	x	X	x	x	X	x	X	x	
21	ELAC meetings are held, and representatives have been assigned for their local roles.	Principal		by Oct. 1	x	X	x							
22	ELAC representative (parent) designated to attend district DELAC meetings (1/quarter)	Principal		by Oct. 1		X	x		x	x	x		x	
23	Meet with or inform ELAC Chairperson of future meetings and assist with recruitment to future meetings.	Principal		ongoing		X	x	x	x	x	x	x	x	
24	Hold ELAC meetings with required agenda items: 1) Program services for ELs and development of SPSA, 2) school needs assessment; 3) importance of school attendance. (minimum 4x per year but monthly is recommended)	Principal/ ELAC Chair		periodically throughout school year	x	x	x	x	x	x	x	x	x	List all dates
25	ELAC meeting agendas, minutes and sign-in sheets documented and maintained at site and scanned and sent to EL Program Coordinator.	Principal/ ELAC Chair		ongoing	x	x	x	x	x	x	x	x	x	
26	All EL students have designated EL folder in Cum (Red dot). After the implementation of ELLevation program all EL information will be housed electronic and no more creation of Red folder in CUMS file.	EL Coord		ongoing	x	x	x	x	x	x	x	x	x	
Order	**Task**	**Person Resp.**	**Site Person**	**Timeline**	**Jul/ Aug**	**Sep**	**Oct**	**Nov/ Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May/ Jun**	**Date completed**

27	EL Data updated in Aeries (data cleanup) based on Fix Lists from Assessment and Accountability or request from ISET (per CALPADS)	EL Coord/ Clerical		Sept, Jan		X			X					
28	Eligible students have been reclassified based on State & District criteria	Principal/ EL Coord		ongoing	x	x	x	x	x	x	x	x	x	
29	Reclassification data has been entered into Aeries	EL Coord		ongoing	x	x	x	x	x	x	x	x	x	
30	Documentation of reclassification is stored as an electronic document in ELLevation program	EL Coord		ongoing	x	x	x	x	x	x	x	x	x	
31	EL Annual Monitoring Forms are distributed and completed by teachers via ELLevation program.	Principal/ Teacher/ EL Coord		ongoing		x	x	X	x	x	x	x	x	
32	EL's not making annual growth targets have a plan for overcoming academic deficits. Students are monitored and Level 2 plan is implemented as needed	Principal/ Teacher/ EL Coord		ongoing		x	x	X	x	x	X	x	X	
33	EL Monitoring Spreadsheet indicating status of each EL student reviewed and submitted to Accountability Office	Principal/ EL Coord		by mid-Sept - May		x	x	x	X	x	x	x	x	
34	EL Annual Monitoring Forms are stored digitally in the ELLevation program.	EL Coord		ongoing		x	x	x	x	x	X	x	X	
35	All ELPAC Summative test administrators have been identified and trained (must be trained annually)	Principal/ District		January					X	X				
36	Determine what accessibility supports ELs need for the CAASPP testing, if any, and communicate to site testing coordinator to have them set up prior to testing.	Principal/ EL Coord		By January				x	x	X				
37	All EL students are assessed annually with ELPAC Summative (Speaking scores are entered in DEI)	EL Coord/ Examiners		Feb-May						X	x	x	x	
38	Year 1- RFEP students: Interim monitoring completed and documented in Aeries and ELLevation	Teachers/ EL Coord		ongoing		x	x	x	x	x	X		X	
39	Year 2-4 RFEP students: Annual monitoring completed and documented in Aeries and ELLevation	Teachers/ EL Coord		ongoing		x	x	x	X	x	X	x	X	
40	Official ELPAC Summative scores are uploaded on parent portal and distributed to parents with Annual Notice	District/EL Coord.		Fall	x	x	x							
41	Submit ALL Unused ELPAC materials to the Assessment and Accountability Office	Principal/ EL Coord		May-June									X	

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 1, 2025
SUBJECT: **Ratify Agreement for Contract Services between Boys and Girls Club of Tracy and McKinley Elementary School for the 2025-26 School Year**

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

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

FUNDING: Boys and Girls Club of Tracy will be paid $10,800, funded through Supplemental funds.

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

PREPARED BY: Shannon Bancroft, Principal, McKinley Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

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

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

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

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

   a. District shall pay $10,800 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $10,800. 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 [X] **MONTHLY PROGRESS BASIS** [ ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

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

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

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

7. Contractor shall contact the District's designee, Shannon Bancroft , at (209) 830-3319 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Kelly Wilson — CEO	
Contractor Signature — Title	Tracy Unified School District
68-0028682	
IRS Identification Number	Date
CEO	
Title	Account Number to be Charged
753 W. Lowell Ave.	
Address	Department/Site Approval
Tracy, CA 95376	
	Budget Approval
	Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 6, 2025
SUBJECT: **Approve Out of State Travel to attend the National Association for the Education of Homeless Children and Youth (NAEHCY) Annual Conference in Dallas Texas, November 1 - 4, 2025**

BACKGROUND: The National Association for the Education of Homeless Children and Youth (NAEHCY) provide directions to school districts across the country in order to help improve equity among homeless student populations. Each year, an annual conference provides four days of breakout sessions, which are based around a variety of aspects connected to improving student success for this vulnerable population. Examples of such trainings are learning best practices for identifying and supporting homeless youth, creating transportation policies and procedures to reduce chronic absenteeism among the homeless student population, and implementing staff development to improve sensitivity and awareness among school staff members regarding the plight of homeless students and families.

RATIONALE: The Tracy Unified School District currently has over 700 identified homeless students under the definition of homelessness provided by the federal protective legislation entitled "The McKinney -Vento Act." In accordance with this guiding law, TUSD's Office of Prevention Services strives to create and implement best practices that promote that promote improved student outcomes for students who currently live in unstable housing situations. Specifically, the Coordinator of Prevention Services who serves as the Homeless Liaison for the Tracy Unified School District and is responsible for creating and sustaining a program that gives academic, attendance, social and emotional aid to homeless students, for the purpose of improved student outcomes. The Community Family Services Advisor is responsible for managing, maintaining, and creating intervention opportunities for all students including students and families facing homelessness. The Parent Liaisons work on the front lines of the district's homeless program and provide direct services to families whenever necessary. Attending this training benefits those who work within the district's homeless program, to ensure that the district has a program aligned to all changing homeless student legislation. In addition, this training is supported by TUSD's Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue

their college and/or career goals and TUSD's 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: Airfare, hotel, and conference registration for two attendees will not exceed $5,000.00. This will be paid using EHCY grant funds. Registration fee is $875.00 per person ($1,750.00 in total), estimated hotel accommodations and meals are $2,040.00 in total and airfare, mileage and parking is estimated to cost $1,172 in total.

RECOMMENDATION: Approve Out of State Travel to attend the National Association for the Education of Homeless Children and Youth (NAEHCY) Annual Conference in Dallas Texas, November 1 - 4, 2025

Prepared by: Greg Rangel Community Family Services Advisor.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 5, 2025
SUBJECT: **Ratify Agreement for Contract Services to Provide Gang Intervention Training for TUSD Staff**

BACKGROUND: Due to the recent gang activity here in San Joaquin County and in Tracy, TUSD has taken the initiative in bring awareness by providing gang intervention for faculty and staff. These training courses help the district stay on top of recent trends and activities taking place by local organized gangs.

RATIONAL: This training will ensure a safer learning environment for all our students and staff.

FUNDING: Total cost is $11,500. $6,500 will be funded by Student Services and $5,000 will be funded by Prevention Services using SUD funds.

RECOMMENDATION: Ratify Agreement for Contract Services to Provide Gang Intervention Training for TUSD Staff.

Prepared by: Greg Rangel, Prevention Services TUSD.

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 M.C. Kimball and Associates, Inc., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Gang awareness and Mitigation Training and Consulting- Overview of Gangs, History, Current Trends, Recognition, School Intervention, and Mitigationog Gang Threats. Local Trends provided by Tracy Police Department. Hybrid gang influence, prison gang influance and central valley gang influance on the Tracy California area and school District

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

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

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

   a. District shall pay $11,500 per [ ] **HOUR** [ ] **DAY** [x] **FLAT RATE**, not to exceed a total of $11,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on Friday July 18, 2025, and shall terminate on Friday July 18, 2025.

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

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

7. Contractor shall contact the District's designee, Greg Rangel, 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:

CEO

Contractor Signature — Title

92-2203082

IRS Identification Number

M.C. Kimball and Associates, Inc.

Title

Michael C. Kimball, CEO

Address

1130 Fremont Blvd. #277

Seaside, Ca. 93955

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 06.28.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 6, 2025
SUBJECT: **Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Bridge to College Program for Parents at Tracy High School**

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

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing the PIQE Bridge to College program at Tracy High School will help support parents as their students transition from high school to a college/university setting. 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 four-week Bridge to College program, will not exceed $8,000. The cost of the program will be paid by Title 1.

RECOMMENDATION: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Bridge to College Program for Parents at Tracy High School.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: PIQE will provide its Bridge to College program for the parents/guardians of the students enrolled at Tracy High School. PIQE will recruit parents/guardians by phone, provide four evening sessions, which will include the use of ZOOM to participate. Certificates will be provided for parents who participate in 2 or more sessions. The program is focused on supporting student and families in the transition from high school to a college/university setting.

   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 four (4) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location Zoom/Tracy High School.

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

   a. District shall pay $8,000.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $8,000.00. 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 [ ] **MONTHLY PROGRESS BASIS** [X] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on October 23, 2025, and shall terminate on November 20, 2025.

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

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

7. Contractor shall contact the District's designee, Jon Waggle, at (209) 830-3360 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 6, 2025
SUBJECT: **Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Family Leadership Program for Parents at Tracy High School January 29-March 5, 2026**

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

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing the PIQE Family Leadership Program at Tracy High School will help parents collaborate on a common issue, that if changed, would support student progress in their school and community. 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 six-week Family Leadership Program, will not exceed $10,000. The cost of the program will be paid by Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Family Leadership Program for Parents at Tracy High School.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: PIQE will provide its Family Leadership program for the parents/guardians of the students enrolled at Tracy High School. PIQE will recruit parents/guardians by phone, provide four evening sessions, which will include the use of ZOOM to participate. Certificates will be provided for parents who participate in 2 or more sessions. The program is focused on supporting student and families in the transition from high school to a college/university setting.

   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 six (6) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location Zoom/Tracy High School.

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

   a. District shall pay $10,000.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $10,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on January 29, 2026, and shall terminate on March 6, 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, Jon Waggle, at (209) 830-3360 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 11, 2025
SUBJECT: **Approve Agreement for Overnight Travel for the West High School Cross Country Team and Advisors to attend CIF State Cross Country Championships at Woodward Park in Fresno, CA on November 28-29, 2025**

BACKGROUND: The West High School Cross Country Team would like to attend CIF State Cross Country Championships. The trip consists of approximately 6 students and 2 advisors (Coach Williams & Coach Hupman) attending Woodward Park in Fresno, CA. Students and advisors will travel via District vans. The students and advisors will be staying at Sonesta ES Suites in Fresno, CA.

RATIONALE: The opportunity to participate in a 2-day CIF State Cross Country Championship will provide the student-athletes with a chance to compete at the highest state level and the possibility to achieve a collegiate athletic scholarship. 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: The cost for hotel accommodation; $1,200.00, depending how many will qualify (Maximum 4 rooms for 1 night), Lunches/Dinners $400.00 will be funded through the West High School ASB Athletics in the maximum amount of $1,600.00. Miscellaneous items, $250.00, will be funded by Home Field Advantage.

RECOMMENDATION: Approve Agreement for Overnight Travel for the West High School Cross Country Team and Advisors to Attend CIF State Cross Country Championships at Woodward Park in Fresno, CA on November 28-29, 2025.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 11, 2025
SUBJECT: **Approve Agreement for Overnight Travel for the West High School Cross Country Team and Advisors to Attend Clovis International at Woodward Park in Fresno, CA on October 10-11, 2025**

BACKGROUND: The West High School Cross Country Team would like to attend CIF State Cross Country Championships. The trip consists of approximately 14 students and 2 advisors (Coach Williams & Coach Hupman) attending Woodward Park in Fresno, CA. Students and advisors will travel via District vans. The students and advisors will be staying at Sonesta ES Suites in Fresno, CA.

RATIONALE: The opportunity to participate in a 2-day Clovis International will provide the student-athletes with a chance to compete at the highest state level and the possibility to achieve a collegiate athletic scholarship. 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: The cost for hotel accommodation; $1,800.00, depending on how many that will qualify (Maximum 6 rooms for 1 night), Lunches/Dinners $350.00. Miscellaneous items, $250.00 will be funded by Home Field Advantage.

RECOMMENDATION: Approve Agreement for Overnight Travel for the West High School Cross Country Team and Advisors to Attend Clovis International at Woodward Park in Fresno, CA on October 10-11, 2025.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 11, 2025
SUBJECT: **Approve Overnight Travel for the West High School Varsity Boys Basketball Team and Advisors to Attend Clovis Elks Tournament at Clovis High School in Clovis, CA on December 26 – December 30, 2025**

BACKGROUND: The West High School Varsity Boys Basketball Team would like to participate in the Clovis Elks Tournament. The trip would consist of approximately 12 players, and 2 Coaches to attend at Clovis High School campus in Clovis, CA. on December 26th and return on December 30th. They will travel by district vans driven by District approved drivers/volunteer coaches. The team will stay at the Residence Inn by Marriott. The team will be chaperoned by Coach Parks and assistant coaches throughout the duration of the trip.

RATIONALE: The opportunity to participate in a 4-day overnight Basketball Tournament which will provide the students the importance of teamwork. At the tournament, students will develop skills, learn positive competitive involvement, techniques, and team bonding. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The West High Athletic Boosters will pay the $750.00 transportation cost for District vans to be driven by the coaches. Individual players will pay for additional food and miscellaneous expenses. West High Boys Basketball Program (ASB) will pay the $600.00 tournament fee and the cost of the hotel rooms.

RECOMMENDATION: Approve Overnight Travel for the West High School Varsity Boys Basketball Team and Advisors to Attend Clovis Elks Tournament at Clovis High School in Clovis, CA on December 26 – December 30, 2025

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 14, 2025
SUBJECT: **Ratify Agreement for Contract Services between 360 Degree Customer Inc. for a Behaviorist at North for Summer School June 9, 2025 – July 3, 2025**

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

RATIONALE: 360 Degree Customer Inc. provided two full time behaviorists from June 9 – July 3, 2025, during the K-8 Summer School session. This was an extension of the work 360 Degree Customer Inc. provided during the school year. Due to the extension in the contract, a new board agenda item is being submitted to reflect the additional costs incurred from these services that took place during the summer. This request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: 360 Degree Customer Inc. will be paid $90.00 per hour, for 6 hours per day, for 18 days at a cost of $19,440. This will be funded through 0709.

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

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

1. Contractor shall perform the following duties: Two full-time 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 18 ( ) [ ] **HOURS** [x] **DAYS**, under the terms of this agreement at the following location North Elementary.

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

   a. District shall pay $ 90.00 per [x] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $ 19, 440. 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 June 9, 2025, and shall terminate on July 3, 2025.

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

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

7. Contractor shall contact the District's designee, Zack Boswell, at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 11, 2025
SUBJECT: **Approve Agreement for Contract Services between Community Medical Centers and Hirsch Elementary for the 2025-2026 School Year**

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

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of support, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. Hirsch will contract with Community Medical Centers to provide school-based mental health counseling for an additional school day in addition to services paid for by TUSD. This effort is in alignment with Strategic Goal #1 Tier 3 Intensive Support: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: The total cost of Community Medical Centers counseling services will not exceed $13,000. Services will be paid for using Targeted 0709 funds.

RECOMMENDATION: Approve Agreement for Contract Services between Community Medical Centers and Hirsch Elementary School for the 2025-2026 School Year.

Prepared by: Catey Nasello, Principal, Hirsch Elementary School.

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 18, 2025 to May 19, 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 Twelve thousand Three hundred and twenty dollars ($12,320.00).** 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 18, 2025**, and shall terminate on **May 19, 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, **Catey Nasello, at (209) 830-3312** with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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:	Gregory Diederich	By:	_____
Name/Title:	Gregory Diederich, CEO	Name/Title:	_____
Federal ID No.:	94-2437106	Date:	_____
Date:	Aug 5, 2025		

_____
Department/Site Approval

_____
Budget Approval

_____
Date Approved by the Board

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

SCHOOL SITE	NUMBER OF DAYS OF SERVICE PER WEEK	TOTAL HOURS FOR THE YEAR
HIRSCH ELEMENTARY	1	5.5hrs x 28 ays= 154 hrs/yr
TOTAL COST FOR MENTAL HEALTH SERVICES @ $80/HR FOR 2025/2026 SCHOOL YEAR	28 Mondays x 5.5x$80	$ 12,320

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 360 Degree Customer, Inc. and Monte Vista Middle School for the 2025-2026 School Year**

BACKGROUND: Monte Vista Middle School has a multi-tiered system of student support, both academic and emotional. Students are identified through data collection, or teacher or family recommendation to the MVMS Coordination of Services Team (COST) which assigns tiered supports. In the 2024-25 school year, Monte Vista began working with 360 Degree Customer Inc. to have one behaviorist as part of our COST team who supported students on-site with the development of academic, social, and emotional skills. 360 Degree Customer Inc. is an organization which provides mentorship, support, and restorative practices to make a difference in the lives of students.

RATIONALE: The 360 Degree Customer Inc. behaviorist is an essential part of our team to address the high level of SEL and academic need at Monte Vista. We would like to continue to work with 360 Customer Inc. for the 2025-26 school year. They will provide one behaviorist, 7.5 hours daily, 5 days per week as per the school calendar. As measured on the California Dashboard, having our tiered supports in place has improved our overall suspension rate, and we would like to continue this trend. Furthermore, our behaviorist provides motivational support for lower achieving students which helps close the achievement gap between all student groups. This request supports District Strategic Goal #2: "Provide a safe and equitable learning environment for all students and staff."

FUNDING: 360 Degree Customer Inc. shall be paid $90/hour compensation for one behaviorist to work 7.5 hours daily 5 days per week as per the school calendar. The cost, not to exceed $122,000.00, will be funded through District funds, Resource 0709 (supplemental and concentration grant).

RECOMMENDATION: Ratify Agreement for Contract Services between 360 Degree Customer Inc. and Monte Vista Middle School during the 2025-2026 School Year.

Prepared by: Ms. Heather Reyburn, Principal, Monte Vista Middle School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide a Behaviorist Technician 7.5 hours per day to assist and support student behavioral needs and achievement in the classroom. The 360 Degree Customer Inc. Behaviorist Technician will provide behavior support, restorative practices, mentorship, and positive development of academic and social skills.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 25-26 school year. ( ) [ ] **HOURS** [x] **DAYS**, under the terms of this agreement at the following location Monte Vista Middle School.

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

   a. District shall pay $90.00 per [x] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $122,000. 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 $ N/A for the term of this agreement.

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

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

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

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

7. Contractor shall contact the District's designee, Dr. Zachary Boswell , at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

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

No. _____

PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the Thursday, August 8th, 2025, *between the Tracy Unified School District (hereinafter referred to as TUSD) located 751 W. Lowell Ave., Tracy, CA 95376 and 360 Degree Customer Inc (hereinafter referred to as Consultant) located at 473 Sapena Ct, Ste # 7 Santa Clara, CA 95054, 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.

Provide direct therapy service; recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents. Continuous service unless contractor gives 45 day notice or superintendent gives 45 day notice to terminate or amend.

B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on **Date as specified in Addendum A**

C. COMPENSATION For the full performance of this agreement, the TUSD shall pay the Consultant as follows: Consultant's Fee:

a. **For Consultant : Name of the Consultant and Rate as Specified in Addendum A**
b. **Consultant(s) will work for 5 FTE days as per school year calendar**

Payment to be made as follows: Payments to be made every month within 30 days of receipt of invoice.

D. GENERAL TERMS AND CONDITIONS

1. INDEMNIFICATION:

a.) Except with regard to professional negligence, as provided in paragraph (b) below, the Consultant shall indemnify, hold harmless and defend the (TUSD) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by TUSD , the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the TUSD or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the TUSD .

b.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend the TUSD , its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the TUSD , the Consultant or any other person, and from any and all claims, demands and

actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by TUSD , the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.

TUSD will take full responsibility for the safety and security of all contracted employees sent by 360 degree to TUSD

Any physical or any farther liability will be the responsibility of TUSD given the nature of the current situation ie. the impending strike of teachers.

360 will not be responsible for any harm that may be caused to any of 360 employees

c.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the TUSD, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.

2. *NON-DISCRIMINATION No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.*

3. *CONFLICT OF INTEREST Before executing this agreement, the Consultant shall disclose to the TUSD the identities of any board member, officer, or employee of the TUSD, or relatives thereof, who the Consultant knows of should know will have any financial interest resulting from this agreement.*

4. *LICENSE AND AUTHORITY The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.*

5. *EQUIPMENT AND FACILITIES TUSD and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.*

6. *ASSIGNMENT Without the written consent of the TUSD, this agreement is not assignable by the Consultant.*

7. *NON-SOLICITATION OF EMPLOYEES: TUSD agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) Year following the first date of that employee's services to TUSD. After completion of 1 full billable year, TUSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between TUSD and the contractor.*

8. *SUCCESSORS AND ASSIGNS. This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.*

9. *TIME. Time is the essence of this agreement.*

10. *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.*

11. *WITHHOLDING. The TUSD 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.*

12. *CHANGES OR ALTERATIONS. No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the TUSD.*

13. *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.*

14. *TERMINATION. The TUSD may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 45 days written notice to other party with or without cause. In the event of elective termination (without cause), TUSD agrees to pay Consultant for work completed to date of termination.*
15. *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.*

16. *COPYRIGHT. Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the TUSD.*

E. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the TUSD to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the TUSD, or to utilize the TUSD's letterhead or logo without the prior consent of the TUSD. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant's status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and TUSD 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	*The TUSD shall provide job specifications and instructions.*
TRAINING	*The TUSD shall provide training for workers.*
RIGHT TO HIRE OTHERS	*The Consultant has the right to hire others to do the actual work with approval of TUSD.*
WORK NOT ESSENTIAL TO TUSD	*The TUSD's success or continuation does not depend on the services of the Consultant.*
TIME TO PURSUE OTHER WORK	*The Consultant may pursue other work during term of agreement.*
JOB LOCATION	*TUSD controls the job location.*
BASIS OF PAYMENT	*Payment shall be by the time expended.*
WORK FOR MULTIPLE FIRMS	*The Consultant may work for multiple firms simultaneously.*
TOOLS & EQUIPMENT	*Tools and equipment for the job shall be provided by TUSD.*
SERVICES AVAILABLE TO PUBLIC	*The Consultant's services are available to the general public.*
RIGHT TO TERMINATE	*The Consultant may not be terminated except as allowed for under the agreement.*

PROGRESS REPORTS	*The Consultant will require making progress report.*

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

G. CONTRACT INITIATOR (TUSD Representative)

*Signature:*_____
*Date Signed:*_____
*Branch / Dept.:*_____
Address (or Mail Code): _____
_____
*Phone / Fax:Ph:*_____
*E-Mail Address:*_____

CONSULTANT

*Signature:*_____
*Date Signed:*_____
Title: VP
Company Name & Address: 360 Degree Customer Inc
473 Sapena Ct, Ste # 7 Santa Clara, CA 95054
Phone: 408-689-2780
E-Mail Address: gulneesh@360customer.com

ADDENDUM – A

Name of the Candidate(s):Vanessa Menchaca

Title: Behaviorist

Rate: $90/hr

Contract Term: 2025/26 school year

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 Special Contract Services Transitional Age Youth (TAY) Mentoring Program -between Child Abuse Prevention Council and Duncan-Russell/Stein Continuation High, Kimball High, and West High for the 2025-2026 School Year**

BACKGROUND: A program of Child Abuse Prevention Council, the Transitional Age Youth (TAY) Mentoring Program, is free for youth and young adults ages 16-25. Services include career exploration and employment, financial literacy, physical and mental health, and housing.

RATIONALE: The impact of COVID-19 continues to compound existing challenges found among the TAY student group. This partnership will expand tiered level of support for the TAY student group and 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 Transitional Age Youth (TAY) mentoring services at no cost to TUSD.

RECOMMENDATION: Approve Agreement for contract Services between Transitional Age Youth (TAY) Mentoring Program - 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 Transitional Age Youth (TAY) Mentoring Program - CAPC, 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: Through Child Abuse Prevention Council (CAPC), the Transitional Age Youth (TAY) Mentoring Program will provide services to youth and young adults ages 16-25 at school sites: Stein/Duncan-Russell, Kimball High, Tracy High, and West High 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 150 ( ) [ ] **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 [ ] **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 [ ] **MONTHLY PROGRESS BASIS** [ ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 27, 2025, and shall terminate on 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 8, 2025
SUBJECT: **Approve Agreement for Special Contract Services with Child Abuse Prevention Council (CAPC) 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. CAPC Parent Café Program works with families to build protective factors that are integrated into culturally and linguistically sensitive programs providing parents with the tools they need to parent effectively even under stress. These factors include Parent Resilience, Social Connections, Knowledge of Parenting and Child Development, Concrete Support in Times of Need, Healthy Parent-Child Relationships and Social and Emotional Competence of Children.

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: Child Abuse Prevention Council (CAPC) provides these services at no cost to TUSD.

RECOMMENDATION: Approve Agreement for Special Contract Services with Child Abuse Prevention Council (CAPC) 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 (CAPC), 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 Cafe workshops intended to empower parents with the following topics: Parent Resilience, Develop Social Connections, Concrete Support for Parents, Knowledge of Parenting and Child Development, Healthy Parent-Child Relationships and Social and Emotional Competence of Children 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 1-1.5 ( ) [x] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location All TUSD School.

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

   a. District shall pay $0.00 per [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 27, 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: August 8, 2025
SUBJECT: **Approve Memorandum Agreement between Pyramid Education Consultants and Special Education for the 2025-2026 School Year**

BACKGROUND: Tracy Unified School District (TUSD) provides Specialized Academic Instruction and evidence-based interventions for students with Autism. Providing support to our students with Autism in the school setting is necessary for students to access and in order to be academically successful.

RATIONALE: Pyramid Educational Consultants provides training and consultation in the areas of classroom structure, behavioral support, and functional communication.

FUNDING: Expenses for 2025-2026 regular school year and related services will not exceed $20,000.00 (fall training and Spring training will each total $10,000). Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Memorandum Agreement between Pyramid Education Consultants and Special Education for the 2025-2026 School Year.

Prepared by: Jason Davis, Director of Special Education.

MEMORANDUM OF AGREEMENT BETWEEN PYRAMID EDUCATIONAL CONSULTANTS, LLC. AND *TRACY USD*

DATE	SERVICE	PRESENTER	PRESENTER FEES	ESTIMATED EXPENSES	
				TRAVEL	LODGING
August 25, 2025	Pyramid Approach to Education	Anne K. Overcash, M.Ed.	$3,250.00	$900.00	$165.00
August 26, 2025			$3,250.00	N/A	$165.00

WORKSHOP	REQUIRED PRODUCTS	PRICE PER UNIT
Pyramid Approach to Education	Pre-Bound Handout Packets	$8.00 per participant
	Pyramid Approach to Education, 2nd Edition	$45.00 per participant
A 15% shipping/handling fee will be added to the total amount of required materials ordered for your workshop		

ASHA CEUs	**If you elect to obtain American Speech-Language-Hearing Association Continuing Education Units (ASHA CEUs) for your organization's members, the following fee will be assessed.**	**$325.00 per year**

Please check the box if your district and or organization will require ASHA CEUs ☐

ASHA CEUS AND COURSE CREDIT

The client is required to submit and pay for any credits offered to the participants. Pyramid Educational Consultants does not automatically register client-hosted workshops for ASHA Credits, teacher credits, or any other organizational credits. We do offer an option to register the course with ASHA to allow participants to receive credit, however the client must contact the Pyramid ASHA Administrator, David Battista, 45 days prior to the service start date in order to be eligible for submission. ASHA CEUs may not be acquired after the workshop start date. The ASHA CEU fee will only be charged once per calendar year for each client, regardless of the amount of trainings the client holds. Please confirm ASHA CEUs by checking the above box on this document and we will send the necessary ASHA CEU documentation. Any promotional materials which includes ASHA CEU offering information must be approved by Pyramid Educational Consultants before distributing.

ESTIMATED TRAVEL AND LODGING COSTS

The client is responsible for the actual travel costs. If travel and lodging costs are concerns of the client, then it is the client's responsibility to ascertain, to the best of their ability, what those costs will total. Any travel or lodging costs provided are estimates, provided as a courtesy to our clients. The actual cost of these items may vary substantially from our estimates. The client will be billed for our actual costs.

TRAVEL

In the past, Pyramid has tried to accommodate the travel policies that many of our clients had in place. However, this is no longer the case; experience has taught us that many of our clients' travel policies do not reflect the realities of the kinds of travel that we do. Our consultants travel a lot. They are usually on a tight schedule, leaving one client and traveling to another. Dealing with traffic jams, delayed trains, and cancelled flights is a part of their everyday life. In order to keep all their commitments, it is crucial that they handle all of their own travel and lodging arrangements.

Therefore, our consultants will choose, book, confirm, and pay for all of their own travel and lodging. Travel includes, but may not be limited to, airfares, train fares, rental cars, cabs, airport shuttle buses, and parking fees. Lodging shall be in a standard, business-class hotel, the price of which varies by location. Examples include, but may not be limited to, Hampton Inn, Courtyard by Marriott, Residence Inn, and Embassy Suites.

EXCHANGE OF CONTRACTS

We are often asked to exchange contracts with a client. They sign ours; we sign theirs. Sometimes the contracts have conflicting provisions that are easily resolved. However, sometimes the provisions in conflict involve our Cancellations or Travel clause. We will not modify or waive either clause.

PAYMENT

We will bill you for all services and any associated materials and expenses after services are rendered. Payment, in full, is due 30 days after the receipt of this bill. Interest will accrue at the rate of 1% per month on balances that remain outstanding after 30 days. All funds are to be paid in U.S. Dollars.

_____CLIENT INITIALS

PREPAYMENT OPTION

We offer a 5% discount for prepaying consulting/training presenter fees. If you fill out the "Prepayment Invoice" section of this contract, we will send you an invoice for the fees and estimated expenses immediately after you return this document. You may prepay for your entire workshop and gain this 5% discount based on the generated invoice. After services are rendered, we will refund any overpayment (or bill you for the balance of any underpayment) that differs from the estimated expenses.

Prepayments must be made in full; no discount will be given for any partial prepayments. In either case we will provide you with copies of the documents that support our actual expenses. In no case will we provide any additional invoices, credit memos, or other documentation unless it is to correct an error. Prepayments must be received at Pyramid Educational Consultants, 350 Churchmans Road, Suite B, New Castle, DE 19720 (not just mailed, sent, postmarked, etc.) three business days before services commence.

CANCELLATIONS

If the client cancels, for any reason, the client is liable for the entire service fee (presenter fees) and any costs incurred (such as airline tickets) as of the date of cancellation. If Pyramid is able to re-book the date(s) with another client and re-use airline tickets, hotel reservations, etc. the canceling client will be liable only for any difference in service fees and any costs that could not be transferred to the new client.

GROUP SIZE

The maximum size for the Pyramid Approach to Education Training is 40 people. You may not exceed this number without explicit permission to do so.

PRESENTERS/CONSULTANTS

In some cases, it may be necessary to switch presenters or consultants, due to illness, transportation delays, or cancellations. If this is the case, you will be notified as soon as possible. You will not be charged the difference if a more costly presenter/consultant is substituted. You will be credited the difference if a less costly presenter/consultant is substituted.

CONTACT TIME

The Pyramid Approach to Education Training requires a total of 13 hours of contact time; this does not include lunch or breaks. The workshop may not be scheduled to start earlier than 7:00 am or end later than 4:00 pm local time. Participants not receiving the entire 13 hours of contact time shall not receive a Certificate of Completion.

FACILITATOR

The Client is responsible for assuring that a facilitator is present for the duration of the workshop. The facilitator must ensure that all audiovisual equipment is set up properly and ready to use, facilitating the sign in and registration process.

ROOM SET UP

We require classroom style seating for all participants, which include table/desk area for writing and ample space for presenters to observe and make recommendations to all participants. Two chairs and two flat worktables approximately 6 feet long, 3 feet wide, and 2.5 feet high are needed in the front of the room for presenter materials. Additional audio-visual equipment is required which is specified below.

AUDIO VISUAL EQUIPMENT

Historically audiovisual equipment has been a key cause of presentation delays, which can result in participants not receiving the complete course and/or credit for the course. The equipment below is absolutely necessary and must be available and set up for the presenters by 7:15 A.M. each morning. It is highly suggested to have technical support available throughout the day in case of technical difficulties, which can subsequently delay a portion of the training. We have included a form in your contract package, which outlines the necessary audiovisual equipment and helpful notes. Please feel free to contact our office if you have any questions regarding the equipment below. Unless otherwise agreed and noted, the client provides, at their expense:

- LCD projector with cables that connect to our computers
- Large Overhead screen which can easily be seen by the entire audience
- Cordless lapel microphones, one for each presenter, that can be used simultaneously
- Mixer and Sound system (amplifier and speakers) capable of interfacing with all of the above

EVALUATIONS

We ask all clients/workshop attendees to complete an evaluation form for our services. In addition to, but not as a substitute for this, clients may ask that their own evaluation form be completed.

PARTICIPANT CERTIFICATES

Pyramid will provide preprinted certificates of attendance 14 calendar days prior to the scheduled workshop start date. The client is responsible for distributing a certificate to each participant. Please note that participants who have missed more than a small amount of the workshop or who leave early are not entitled to receive a certificate. It is the client's responsibility to ensure compliance with this requirement.

_____CLIENT INITIALS

TRAINING MANUALS AND COURSE MATERIALS*

Pyramid Approach 2nd Edition and Pre-Bound Handout Packets are a required component for each participant of our Pyramid Approach to Education Training. The cost of this is not included in our service fee. Our Pyramid Approach book sells for $45.00 per manual, plus a 15% shipping/handling charge. The Pre-Bound Handout Packets sell for $8.00 each, plus a 15% shipping/handling charge. The client makes them available to workshop attendees. The client is responsible for distribution of the manuals and handout packets and may charge whatever, if anything, it wishes. If the client has leftover, sealed manuals and/or pre-bound handout packets in good condition, they may be returned (clients pays shipping) for a full refund provided that we receive them undamaged, within 30 days of the workshop date.

We need to know the number of manuals and handout packets to be shipped for our presentation at least three weeks in advance of the service start date. Our presenters do not bring books or handout packets with them to workshops. We realize that some attendees will already have a Pyramid Approach book. We also realize that many people register for workshop at the "last minute." This can make it difficult for our clients to accurately estimate the number of manuals and handout packets needed. Many clients tend to under order books and handout packets, hoping to avoid the costs involved in returning unused materials. However. it is much less expensive to over order and return materials at "normal" shipping rates than it is to have a few materials shipped at next-day or two-day air rates in an effort to precisely match the number of manuals with the number of attendees. Please think about this carefully before placing your order.

Pyramid will also provide the client with course materials AKA "goody bags". We will ship the same number of "goody bags" as handouts. Please ensure these materials are distributed to participants at the start of the workshop.

OPEN WORKSHOPS

The client may decide whether the scheduled workshop will be open to the public. The client may decide what is charged for each participant registration and is solely required to create all marketing materials and advertise the scheduled training. We will provide the necessary training/workshop content to be included in the client's brochure. Pyramid requires a copy of the client brochure prior to distribution. Clients may request the scheduled workshop to be added to the Pyramid website for visitors to view. There is no additional charge for this. Please see the website submission form in your contract package.

OUT OF COUNTRY DOCUMENTS

Any document(s), other than a U.S. passport, and any fees required to enter and/or provide services in the client's country are the responsibility of the client. The client must provide us with all information regarding such requirements by the due date for the completion and return of this contract.

PYRAMID EDUCATIONAL CONSULTANTS, LLC. STATEMENT

Pyramid Educational Consultants, LLC. seminars may not be recorded or transcribed in whole or part under any circumstances. Signing this contract constitutes your agreement that the presentation will not be recorded or transcribed.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

		David Battista	8/11/25
CLIENT SIGNATURE	DATE	David Battista, DIRECTOR OF OPERATIONS PYRAMID EDUCATIONAL CONSULTANTS, LLC.	DATE
CLIENT NAME			

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc Supt of Ed Services
DATE: August 11, 2025
SUBJECT: **Ratify Contract Service Agreement with Pawar Transportation for the 2025-2026 School Year.**

BACKGROUND: Board approval is requested to contract with Pawar Transportation. The District's Special Education Department would like to contract with Pawar Transportation to provide transportation of special education students to a Non-Public school for the 2025-2026 school year. Ratification is necessary at this time to fulfill the district responsibility to offer transportation since there is no route available at this time.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public Schools (NPS). 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 this contract will be $287,600.00 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: Ratify contract service agreement with Pawar Transportation 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: August 12, 2025
SUBJECT: **Ratify Agreement for Contract Services between UC Berkley and TUSD Health Services Department for the 2025-2026 School Year**

BACKGROUND: The Tracy Unified School District (TUSD) provides hearing screening for all students who may be experiencing health challenges. We do not have enough screeners in TUSD to cover all the students. UC Berkley will serve to supplement the nursing staff needs for our health service department.

RATIONALE: The agency that TUSD has used for years to assist in hearing screening is UC Berkley. They have been very beneficial to TUSD and our students. This new contract will continue to help supplement the nursing staff needed for Health Services.

FUNDING: The total cost for UC Berkeley services will not exceed $10,500. Services will be paid with Unrestricted General Funds.

RECOMMENDATION: Ratify Agreement for Contract Services between UC Berkley and TUSD Health Services Department for the 2025-2026 School Year.

Prepared by: Jason Noll, Director of Students 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 The Regents of the University of California, on behalf of the Herbert Wertheim School of Optometry and Vision Science, 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: Modified clinical technique vision screening , stands, retinoscopy, ophthalmoscopy, cover test, Snellen/E acuity and color vision on males only. Contractor shall provide all equipment and materials necessary to deliver the services. The services shall be provided pursuant to Education Code sections 49452 and 49455 and Title 5 of the California Code of Regulations, sections 590-597 and in accordance with the California Department of Education guidelines, including "A Guide for Vision Screening in California Public Schools" attached hereto as Exhibit "A" and incorporated by this reference.

   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 the attached 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 eleven (11) **[ ] HOURS [X] DAYS**, under the terms of this agreement at the following K-5 School Sites in Tracy, California: Louis Bohn Elementary (350 East Mount Diablo Avenue), Central Elementary (200 West Easton Avenue), Wanda Hirsch Elementary (1280 Dove Drive), Melville Jacobson Elementary (1750 West Kavanagh Avenue), McKinley Elementary (800 West Carlton Way), South/West Park Elementary (500 West Mount Diablo Avenue), Louis Villalovoz Elementary (1550 Cypress Drive).

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

   a. District shall pay $ 4.75 Per Child, not to exceed a total of $ 10,500.00 . Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

4. The terms of the agreement shall commence on August 1, 2025, and shall terminate on December 31, 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. All provisions which, by their nature, extend beyond the Term will survive termination of this Agreement, including but not limited to, Sections 10 (**Disclaimer of Warranty**), 11 (**Limitation of Liability**), 12 (**Indemnification**), 13 (**Insurance**), 17 (**Contractor Name, Trademarks and Logos**), 19 (**Student Records**), 20 (**Confidentiality**) and 21 (**Copyright**).

7. 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.

8. **Fingerprinting**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor performing any portion of the services. Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and Contractor's personnel, officers, principals, paid or unpaid employees, volunteers, students, agents, and subcontractors (collectively, "Contractor") on a school site:

   a. All site visits shall be arranged through the District;

   b. Contractor shall inform District of their proposed activities and schedule at the school site, allowing District time to arrange site visits and assign a location to Contractor without a disruption to the educational process;

   c. Contractor shall check in with the school office each day immediately upon arriving at the school site;

   d. Once at the location on the school site as assigned by District, Contractor shall not change locations without contacting the District; and

   e. Contractor shall use a restroom designated by the District and otherwise shall not use student restroom facilities.

9. **Certifications and Standard of Care**
Contractor represents and warrants to District that Contractor has in effect and shall maintain in full force throughout this Agreement all licenses, credentials, permits and any other required legal qualifications to perform the services or to supervise and permit students to perform the services. Contractor represents that its students have received the proper prerequisite training and education to perform the services, which such services shall only be performed by students under the supervision of Contractor. Services will be performed and deliverables prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts.

10. **Disclaimer of Warranty**

EXCEPT AS PROVIED IN SECTION 9 ABOVE, CONTRACTOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DISTRICT ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. CONTRACTOR SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES, DELIVERABLES, OR RESULTS.

11. **Limitation of Liability**

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

12. **Indemnification**

The District shall defend, indemnify, and hold the Contractor, its officers, employees, and agents harmless from and against any and all 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 injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, or employees. The Contractor agrees to provide the District with prompt notice of any such claim or action and to permit the District to defend any claim or action, and to cooperate fully in such defense. The District shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Contractor, and such consent shall not be unreasonably withheld, conditioned, or delayed.

The Contractor shall defend, indemnify, and hold the District, its officers, employees, and agents harmless from and against any and all 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 injury or damages are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, agents, or employees. The District agrees to provide the Contractor with prompt notice of any such claim or action and to permit the Contractor to defend any claim or action, and to cooperate fully in such defense. The Contractor shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the District, and such consent shall not be unreasonably withheld, conditioned, or delayed.

13. **Insurance**

a. The Parties shall keep in full force and effect during the Term, at each Party's own expense, insurance or in the case of the Contractor, self-insurance with coverages as follows ("Insurance"):

i. Commercial Form General Liability Insurance with minimum limits as follows:

Each Occurrence	$1,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000

ii. Workers Compensation as required by applicable law.

iii. Contractor shall maintain sexual molestation and abuse coverage with a $1 million per occurrence, $2 million aggregate limit of liability.

b. If the Insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The Insurance shall provide for a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.

c. Each Party shall be named as an additional insured on the General Liability and Business Automobile insurance of the other Party, in proportion to and to the extent of the negligent acts or omissions of the former Party's officers, employees and agents.

d. Upon execution of this Agreement, each Party shall furnish the other Party with a Certificate of Insurance (the "Certificate of Insurance") evidencing compliance with the insurance provisions of this Agreement. The District's Certificate of Insurance shall be delivered to Contractor's representative specified in Section 13. Each Party is required to give thirty (30) days' advance written notice to such other Party of any modification, change, or cancellation with respect to the Insurance.

e. The insurance requirements set forth in this Section shall not limit a Party's liability.

14. Contractor shall contact the District's designee, Robert Pecot, 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. Contractor's designee is Vikki Yu at vyu@berkeley.edu.

15. 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.

16. **Intentionally Omitted.**

17. **Contractor's Name, Trademarks and Logos**
The District shall not use the name of the University of California, any abbreviation thereof, any name of which "University of California" is a part, or any trademarks or logos of the Contractor ("University Marks"), in any commercial context (including, without limitation, on products, in media (including websites), and in advertisements), or in cases when such use may imply an endorsement or sponsorship of the District, its products or services. All such uses of the Contractor's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection, who can

be reached at bcbp@berkeley.edu. At all times, the District agrees to comply with California Education Code Section 92000.

University Marks are and shall remain exclusively the property of the Contractor. The District shall not, either directly or indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and the District hereby expressly waives any right which it may have in University Marks. The District recognizes the Contractor's exclusive ownership of University Marks.

18. 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.

19. **Student Records**
All student data, information, files and treatment records provided by District to Contractor or created or maintained by Contractor while performing the services under this Agreement are the property of the District. Contractor understands and agrees that District student files and treatment records are confidential pursuant to the Federal Educational Rights and Privacy Act ("FERPA"), Individuals with Disabilities Education Act ("IDEA"), Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Transactions and Code Sets Rules applicable to Medi-Cal billing and health clinics (if applicable under this Agreement), and applicable state law. Contractor shall limit access to student records to those individuals who reasonably need access to them in order to perform their responsibilities under this Agreement. Contractor shall abide by District policies and procedures related to the confidentiality of student records as defined herein.

20. **Confidentiality**
The Parties acknowledge that they may be exposed to confidential and proprietary information of the other that may include, without limitation, student records, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (including marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the Contractor, (ii) information in the public domain through no wrongful act, (iii) information received from a third party who was free to disclose it, or (iv) information subject to disclosure pursuant to the California Public Records Act, court issued subpoena, or other applicable federal or state law.

The Parties shall maintain the confidentiality of all Confidential Information received in the course of this Agreement and comply with all state and federal laws concerning the maintenance

and disclosure of such Confidential Information. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information, or as required to comply with federal or state laws or regulations, including without limitation, the California Public Records Act and any health care or medical laws that require disclosure or reporting. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information. Each Party agrees that if it is required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Party will notify the other Party in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give other Party an opportunity to oppose or otherwise respond to such disclosure. To the extent Party is still required to disclose Confidential Information, other Party will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Information.

21. **Copyright**
All rights to a Party's pre-existing copyrighted or copyrightable materials (or derivative works thereof) shall be retained by such Party. Unless otherwise provided in this Agreement, all copyright rights to any works created in the performance of this Agreement ("Works") shall vest with the Contractor as a "work made for hire" under U.S. copyright law. In the event that it is determined that the Contractor is not the owner of such Works under the "work made for hire" doctrine, the District hereby irrevocably assigns to the Contractor all right, title, and interest (including copyright rights) to and in such Works. The Contractor grants to the District a non-transferable, royalty-free, non-exclusive license to use and reproduce the Works solely to the extent necessary to perform the obligations and activities of this Agreement. The District will not use the Works for any other purpose without the prior written consent of the Contractor.

22. **Materials Provided by the District**
The Parties agree that no materials are provided to Contractor by District.

23. **Governing Law**
This Agreement shall be governed by and interpreted according to the laws of the State of California, without regard to its conflict of laws provisions.

24. **Modification**
This Agreement may only be amended in a writing, signed by the authorized representatives of the Parties.

25. **Relationship of the Parties**
In the performance of this Agreement, the Parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one Party be considered the employees of the other Party for any purpose, including but not limited to workers' compensation purposes.

26. **Force Majeure**
If any Party fails to timely perform its obligations under this Agreement as a result of acts of God, labor disputes, strikes, actions of governmental authority, acts of terrorism, wars, judicial orders,

or other causes beyond the reasonable control of the Party obligated to perform, then that Party's performance shall be excused for the duration of such force majeure event.

27. **Waiver**
Any failure of the Parties to enforce any of the terms or conditions of this Agreement shall not constitute a waiver and shall not affect or impair such terms or conditions in any way, nor shall it impair the right of the Parties to avail themselves of such remedies as may be available for any breach of this Agreement.

28. 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.

29. 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.

30. **Assignment**
Neither Party may assign this Agreement without the written consent of the other Party. In case such consent is given, the assignee shall agree, in writing, to be subject to all of the terms of this Agreement that are applicable to the assignor.

31. **Severability**
In the event any portion of this Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction, such portion shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

32. **Integration**
This Agreement, including any exhibits, constitutes the entire understanding and agreement between the Parties as to all matters contained herein, and supersedes any and all prior agreements, representations and understandings of the Parties. Any terms and conditions contained in the District's purchase order, and any NDA or separate scope of work or similar document, shall have no force and effect.

33. **Counterparts**
This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

34. **Representation on Authority of Parties/Signatories**
Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each Party represents and warrants to the other that the execution of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

[Signature Page Follows]

AGREED:

Michele Huff
Contractor Signature

June 26, 2025
Date

94-6002123
IRS Identification Number

Michèle Huff, Executive Director
Title

UC Berkeley
Address

Business Contracts and Brand Protection

1608 4th Street, Ste 228, Berkeley, CA 94710

Tracy Unified School District

Title

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION (NON-CONSTRUCTION CONTRACTS)

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

With respect to the Agreement for Special Contract Services ("Agreement") between the **Tracy Unified School District** ("District") and **The Regents of the University of California, on behalf of the Herbert Wertheim School of Optometry and Vision Science** ("Contracting Party"):

One of the boxes below must be checked with regard to Contracting Party and Contracting Party's personnel (officers, principals, paid or unpaid employees, volunteers, students, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) ("Contracting Party's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

☐ Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

_____

☒ Contracting Party/Contracting Party's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

___ The services provided by Contracting Party/Contracting Party's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]

___ Contracting Party/Contracting Party's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

_____

_____

_____

___ Contracting Party/Contracting Party's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

_x_ Contractor and its employees/subcontractors will have LIMITED CONTACT with pupils and Contractor will be under continued monitoring/surveillance by a District employee.

☐ Contracting Party is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.

☐ Contracting Party is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contracting Party performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contracting Party's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as Attachment "A." No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contracting Party's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement. **A list of Contracting Party's Personnel is attached hereto as Attachment A.**

Date: June 24, 2025

Contracting Party: Herbert Wertheim School of Optometry & Vision Science

Signature: _____

Print Name: Chris Wilmer, OD

Title: Associate Dean for Clinical Affairs

[REMAINDER OF PAGE INTENTIONALLY BLANK]

ATTACHMENT "A"
Contracting Party's Personnel

Name/Company: Dr. Linh Vu

Name/Company: Dr. Kenneth Scott Gee

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

END OF CERTIFICATION

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 11, 2025
SUBJECT: **Approve Special Contract Services Agreement with Academic Behavior Consultants Psych Group for Two Independent Education Evaluations (IEEs)**

BACKGROUND: Board approval is requested to contract with Academic Behavior Consultants Psych Group. The District's Special Education administration would like to contract with Academic Behavior Consultants Psych Group to conduct the IEE's per the San Joaquin County SELPA IEE process.

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

FUNDING: Expenses for this contract and the total cost will not exceed a total of $13,400.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Special Contract Service Agreement with Academic Behavior Consultants Psych Group for Two Independent Educational Evaluations (IEEs).

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 Academic Behavior Consultants Psych Group (ABC Psych Group), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Contractor will provide Two Independent Education Evaluations (IEEs). The IEEs will be performed in accordance with the San Joaquin County Special Education Local SELPA. The rate includes attend IEP meeting to present the evaluation report.

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

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

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

   a. District shall pay $13,400.00 per | | HOUR | | DAY |✓| FLAT RATE, not to exceed a total of $13,400.00. 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 8/27/2025, 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.

   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:

Ramzi Nashashibi LEP #3610	Tania Salinas, Associate Superintendent
Contractor Signature Title	Tracy Unified School District
81-2922676	
IRS Identification Number	Date
Licensed Educational Psychologist	
Title	Account Number to be Charged
3494 Camino Tassajara	
Address	Department/Site Approval
Suite 224	
	Budget Approval
Danvile, CA 94506	
	Date Approved by the Board

Rev. 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 11, 2025
SUBJECT: **Approve Special Contract Services Agreement with Allyson Moore Consulting for an FBA Independent Education Evaluation (IEE)**

BACKGROUND: The Special Education Department would like to initiate a contract with Allyson Moore Consulting for an Independent Education Evaluation (IEE) for FBA. Approval is necessary at this time to fulfill district responsibility to allow for agreed upon assessors of parent's choosing per applicable laws and stay compliant with the statutory timelines.

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

FUNDING: Expenses for this contract and the total cost will not exceed a total of $3,750.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Special Contract Service Agreement with Allyson Moore Consulting for and FBA Independent Educational Evaluation (IEE).

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

1. Contractor shall perform the following duties: Contractor will provide an FBA Independent Education Evaluation (IEE). The IEE will be performed in accordance with the San Joaquin County Special Education Local SELPA. The rate includes attend IEP meeting and observation.

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

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

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

   a. District shall pay $3,750.00 per | | HOUR | | DAY |✓| FLAT RATE, not to exceed a total of $3,750.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District | | SHALL [✓] 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 8/27/2025, 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.

   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:

Allyson Moore	Tania Salinas, Associate Superintendent
Contractor Signature Title	Tracy Unified School District
IRS Identification Number	Date
30-0658288	
Title	Account Number to be Charged
Selft/Consultant	
Address	Department/Site Approval
P.O. Box 189	
	Budget Approval
Mill Valley, CA 94942-0189	
	Date Approved by the Board

Rev. 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 11, 2025
SUBJECT: **Approve Special Contract Services Agreement with Integrated Pediatric Therapy for an Occupational Therapy (OT) Independent Education Evaluation (IEE)**

BACKGROUND: The Special Education Department would like to initiate a contract with Integrated Pediatric Therapy for an Independent Education Evaluation (IEE) for Occupational Therapy. Approval is necessary at this time to fulfill district responsibility to allow for agreed upon assessors of parent's choosing per applicable laws and stay compliant with the statutory timelines.

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

FUNDING: Expenses for this contract and the total cost will not exceed a total of $3,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Special Contract Service Agreement with Integrated Pediatric Therapy for an Occupational Therapy (OT) Independent Educational Evaluation (IEE).

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

1. Contractor shall perform the following duties: Contractor will provide an Occupational Therapy (OT) Independent Education Evaluation (IEE). The IEE will be performed in accordance with the San Joaquin County Special Education Local SELPA. The rate includes attend IEP meeting, classroom observation and on-site testing.

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

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

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

   a. District shall pay $3,000.00 per [ ] **HOUR** [ ] **DAY** [✓] **FLAT RATE**, not to exceed a total of $3,000.00. 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 8/27/2025, 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.

   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:

	Tania Salinas, Associate Superintendent
Contractor Signature Title	Tracy Unified School District
81-5075489	
IRS Identification Number	Date
CEO/Founder, QTR/L	
Title	Account Number to be Charged
4637 Chabot Drive	
Address	Department/Site Approval
Suite #118	
	Budget Approval
Pleasanton, CA 94568	
	Date Approved by the Board

Rev. 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 12, 2025
SUBJECT: **Agreement for Special Contract Services with Speech Therapy & Accent Group for an Independent Education Evaluation (IEE) for a Speech Assessment**

BACKGROUND: The Special Education Department would like to initiate a contract with Speech Therapy and Accent Group for an Independent Education Evaluation (IEE) for a speech assessment. Approval is necessary at this time to fulfill district responsibility to allow for agreed upon assessors of parent's choosing per applicable laws and stay compliant with the statutory timelines.

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

FUNDING: Expenses for this contract will not exceed a total of $3,450.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with Speech Therapy & Accent Group for an Independent Education Evaluation (IEE) Speech Assessment.

Prepared by: Jason Davis, Special Education Director.

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 Speech Therapy and Accent Group (S.T.A.G.), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Contractor will provide an Independent Education Evaluation (IEE) for speech. The IEE will be performed in accordance with the San Joaquin County Special Education Local SELPA.

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

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

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

   a. District shall pay $3,450.00 per | | HOUR | | DAY |✓| FLAT RATE, not to exceed a total of $3,450.00. 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 8/27/2025, 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.

   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:

	Tania Salinas, Associate Superintendent
Contractor Signature Title	Tracy Unified School District
83-3419795	
IRS Identification Number	Date
Director, SLP	
Title	Account Number to be Charged
6161 Skylinks Ct.	
Address	Department/Site Approval
Livermore, CA 64551	
	Budget Approval
	Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 13, 2025
SUBJECT: **Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees**

BACKGROUND:

CERTIFICATED RESIGNATION

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Birrueta, Sahara Teacher	PCES	06/30/2025	Personal

BACKGROUND:

CLASSIFIED RESIGNATION

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Bhopal, Sarika Special Education Para Educator	WHS	8/7/2025	Personal
Diaz, Millie Para Educator II	MVMS	8/15/2025	Personal
Durant, Tyler Utility Person III	MOT	8/8/2025	Personal
Hermosillo, Andrea Utility Person III	MOT	8/1/2025	Personal
Hill, Brooke Para Educator I	MVMS	5/29/2025	Personal

Nachegari, Shailaja IEP Para Educator	VES	7/31/2025	Personal
Saucedo-Zamora Para Educator I	GKES	5/29/2025	Personal
Warne, Christine Bus Driver	MOT	8/25/2025	Personal

BACKGROUND:

CLASSIFIED RETIREMENTS

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Souza, Cindy Special Education Para Educator	BES	8/30/2025	Retirement

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

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: August 13, 2025
SUBJECT: **Approve Classified, Certificated, and/or Management Employment**

BACKGROUND:	**MANAGEMENT/CLASSIFIED CONFIDENTIAL**
Etcheverry, Danielle	DEC/Special Education Program Specialist (Replacement) LME 47, Step D - $151,717.00 Fund: 85% Special Education, 15% Mental Health Related Services
BACKGROUND:	**CERTIFICATED**
Bhargava, Aroma	Williams Middle School Social Science (Replacement) Class III, Step "B" 1 - $65,526.00 Fund: General
Chandrasekaran, Poornima	Bohn Elementary School SDC K-1 Mild/Moderate (Replacement) Class I, Step "A" 1 -$66,970.00 Fund: Special Education
Hernandez, Stephanie	West High School English (Replacement) Class IV, Step "B" 6 - $80,615.00 Fund: General

Pal, Khalid	West High School English (Replacement) Class I, Step "A" 1 -$63,639.00 Fund: General
Poominathan, Prathima	Hirsch Elementary School 1st Grade (Replacement) Class III, Step "B" 6 - $76,392.00 Fund: General – Unrestricted
Thomas, Eriana	Villalovoz Elementary School 2nd Grade (Replacement) Class I, Step "A" 1 -$62,940.00 Fund: General
Vieira, John	Tracy High School Biology (Replacement) Class VI, Step "B" 1 - $75,441.00 Fund: General

BACKGROUND:	**CLASSIFIED**
Bravo, Violet	Bus Aide (New) DEC Range 24, Step C - $21.15 per hour Fund: Special Education

BACKGROUND:	**COACHES**
Alger, Brandi	Basketball Co-Ed Stein High School $1,354.36
Alger, Brandi	Soccer Co-Ed Stein High School $1,354.36
Alger, Brandi	Volleyball Co-Ed Stein High School $1,354.36
Allen-Trombley, Jennifer	Cross Country Assistant Kimball High School $5,999.81

Alvarez Mojica, Ruth	Cross Country Assistant (split assignment) Tracy High School $2,999.91
Bustos, Chris	JV Flag Football Tracy High School $4,997.59
Doran, Rebekah	Water Polo Assistant Tracy High School $4,997.59
Espino, Felipe	Girls' Varsity Tennis Kimball High School $4,997.59
Fielsch, Mischelle	Girls' Varsity Tennis Tracy High School $4,997.59
Fithian, Mika	Girls' Frosh Volleyball Tracy High School $5,248.15
Garcia, Nicolle	Dance Advisor Kimball High School $2,498.79
Heinen, Casey	Boys' Water Polo Kimball High School $7,496.38
Heinen, Casey	Girls' Water Polo Kimball High School $7,496.38
Herron, Nico	Varsity Football Head Kimball High School $9,500.84
McClellan, Stephenie	Pep Squad Assistant Tracy High School $2,999.91
Murray, Lindsey	Boys' Water Polo Tracy High School $7,496.38

Murray, Lindsey	Girls' Water Polo Tracy High School $7,496.38
Myers, Christopher	Varsity Flag Football Tracy High School $7,496.38
Solario, Monique	Dance Advisor West High School $2,498.79
Trombley, Benjamin	Cross Country Head Kimball High School $7,496.38
Wescott, Marc	Girls' Varsity Golf Tracy High School $4,997.59

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

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

TRACY
UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Robert Pecot, Superintendent
DATE: August 26, 2025
SUBJECT: **Approve Amended 2025 Board Meeting Calendar**

BACKGROUND: Education Code Section 35143 mandates that the governing board of each school district hold an annual organizational meeting. During this meeting, the board is required to approve the board meeting schedule for the upcoming calendar year. Tracy Unified School District held its annual organizational meeting as part of the regular board meeting on December 17, 2024.

RATIONALE: The 2025 Board Meeting Calendar was approved during the December 17, 2024 board meeting and subsequently amended during the February 11, 2025 board meeting. Education Code 35143 requires that a governing board hold an Annual Organizational Meeting within a specified 15-day period. This year that period of time is between December 12 and December 26, 2025. Therefore, we are required to take action and amend our board meeting calendar to ensure the organization process fall between these dates. The District proposes moving the regular board meeting of December 9, 2025 to take place the following Tuesday, December 16, 2025.

FUNDING: N/A.

RECOMMENDATION: Approve Amended 2025 Board Meeting Calendar.

Prepared by: Dr. Robert Pecot, Ed.D. Superintendent.

TRACY
UNIFIED SCHOOL DISTRICT

Board of Education
Calendar of Meetings
2025

The Board of Education holds its regular meetings in the Tracy Unified School District Education Center Boardroom located at 1875 W. Lowell Ave. Meetings begin at 7 p.m. The Board of Education's meeting agendas are posted for public viewing the Friday before each regular meeting in the Education Center lobby and on the District's website at www.tracy.k12.ca.us. Copies of meeting agendas are also available by contacting the Superintendent's Office at 209-830-3201. Minutes of Board of Education meetings are available for public review in the Superintendent's Office on Mondays through Fridays between 8 a.m. and 5 p.m., and can be viewed on the District's website at www.tracy.k12.ca.us.

BOARD MEETING DATES 2025
1/14/25
1/28/25
2/11/25
2/25/25
3/25/25
4/8/25
4/22/25
5/13/25
5/27/25
* 6/10/25
* 6/23/25 (Monday)
8/12/25
8/26/25
9/9/25
9/23/25
10/28/25
* 11/12/25 (Wednesday)
12/16/25

* The June 10 and June 23 meetings will begin at 5:00 p.m.
* The November meeting takes place on a Wednesday due to the Veteran's Day holiday.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 11, 2025
SUBJECT: **Adopt Resolution #25-01 Authorizing District Representatives to the State Allocation Board, Office of Public-School Construction (OPSC), and the Filling of Request for Eligibility and Funding with OPSC Under the State School Facility Programs**

BACKGROUND: The State Allocation Board (SAB) and the Office of Public-School Construction (OPSC) manage funding for school construction and modernization projects under the State School Facility Program (SFP). To access these funds, school districts must submit applications for eligibility and funding through authorized district representatives. The SAB requires that these representatives be formally designated by the governing board to act on behalf of the district. This designation allows the authorized individuals to sign and submit necessary forms, certifications, and correspondence to the OPSC, ensuring compliance with program requirements and enabling the district to secure state funding for current and future facility needs.

RATIONALE: The State Allocation Board (SAB) and the Office of Public-School Construction (OPSC) oversees the administration and disbursement of funds under the State School Facility Program (SFP). To participate in the SFP and submit requests for eligibility, funding, and related documents, the District must formally designate authorized representatives. This authorization ensures that the District's applications and supporting documentation are valid and recognized by the State, allowing for efficient processing of funding requests and compliance with program requirements. By approving designated representatives, the District streamlines communication with the OPSC, protects its eligibility for state facilities funding, and supports the timely completion of school construction and modernization projects.

FUNDING: General Fund 01

RECOMMENDATION: Adopt Resolution #25-01 Authorizing District Representatives to the State Allocation Board, Office of Public-School Construction (OPSC), and the Filling of Request for Eligibility and Funding with OPSC Under the State School Facility Programs.

Prepared by: Eloy Vento, Director of Facilities & Planning.

TRACY
UNIFIED SCHOOL DISTRICT

TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #25-01

Authorizing District Representatives to the State Allocation Board, Office of Public School Construction (OPSC), and the Filing of Requests for Eligibility and Funding with OPSC under the State School Facility Programs.

WHEREAS, Education Code established multiple programs to be administered by the Office of Public School Construction, under the Department of General Services, as staff to the State Allocation Board (SAB); and

WHEREAS, the Board of Trustees (Board) and the Tracy Unified School District will be requesting eligibility, funding, and/or certifying for one or more SAB-administered program projects; and

WHEREAS, the Board is required to identify the District Representatives that will certify documents and papers or submit documents via OPSC Online, and act as liaison with the Office of Public School Construction as staff to the SAB; and

WHEREAS, the Board and the Tracy Unified School District understand that the signing and submittal of forms on behalf of the school district commits the school district to comply with program requirements.

WHEREAS, the Board has identified the following positions, and the individuals currently serving in that capacity, as the District Representatives:

- **Superintendent – Dr. Robert Pecot**
- **Associate Superintendent of Business Services- Tania Salinas**
- **Director of Facilities Planning and Construction - Eloy Vento**

WHEREAS, the Tracy Unified School District is participating in the State School Facility Programs and intends to establish eligibility, as well as apply and receive funding from the State for new construction, modernization, facility hardship, charter, and career technical education facilities for any site, where eligible and able, and;

WHEREAS, the Tracy Unified School District now wishes to file an application for eligibility and/or funding for these projects with the Office of Public School Construction for approval by the State Allocation Board to appropriate funding for the projects;

WHEREAS, the Tracy Unified School District has established or will establish, in accordance with Education Code Section 17070.75 and 17070.77, a Restricted Routine Maintenance Account for

exclusive purpose of providing ongoing and major maintenance of school buildings and has developed an ongoing and major maintenance plan that complies with and is implemented for this purpose; and

WHEREAS, the Tracy Unified School District has established, in accordance with Education Code Section 17070.75(f), a facilities inspection system to ensure that the school is maintained in good repair;

WHEREAS, the SAB has established an "Applications Received Beyond Bond Authority List" for projects that have been received.

Pursuant to Title 2, Code of California Regulations Section 1859.95.1, the Governing Board of the Tracy Unified School District hereby acknowledges the following:

(1) The Board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on the applications filed with the SAB after the acceptance of this Resolution.

(2) The Board acknowledges that the State of California is not expected nor obligated to provide funding for the projects and the acceptance of the applications does not provide a guarantee of future State funding.

(3) The Board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the applications being submitted.

(4) The Board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The District's Approved Applications may be returned.

(5) The Board acknowledges that they are electing to commence any pre-construction or construction activities at the District's discretion and that the State is not responsible for any pre-construction or construction activities.

(6) The Board acknowledges that, if bond authority becomes available for the SAB to provide funding for the submitted applications, the District must apply for financial hardship status, if necessary and applicable at the time.

NOW, THEREFORE, BE IT RESOLVED, that the Tracy Unified School District Board is in support of submitting these eligibility and funding applications under the School Facility Program or any future State school facilities program under the conditions described above.

NOW, THEREFORE, BE IT RESOLVED that the Board of the Tracy Unified School District authorizes the District Representative to execute documents as necessary to carry out the provisions of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of the Tracy Unified School District hereby authorizes the District's Representative(s) to the Office of Public School Construction to file all required documents for eligibility and/or funding under Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq, of the Education Code.

BE IT FURTHER RESOLVED, that the Superintendent will provide copies of this resolution, along with appropriate attachments, to interested citizens of San Joaquin County.

PASSED AND ADOPTED, THIS 26th DAY OF AUGUST, 2025, BY THE FOLLOWING VOTE:

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

Attest:

_____
President
Board of Education
Tracy Unified School District

_____
Clerk
Board of Education
Tracy Unified School District

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: August 13, 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 (Second 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 (Second 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
51795-517~~97~~**8**	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

CODE OF FEDERAL REGULATIONS, TITLE 7:

FOOD SERVICE/CHILD NUTRITION PROGRAM

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
CSBA District and County Office of Education Legal Services:
http://www.csba.org

U.S. Department of Agriculture, Food and Nutrition Service:

TUSD Adopted: 04.09.24

FOOD SERVICE/CHILD NUTRITION PROGRAM

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 caloriee 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.

TUSD Acknowledged: 04.09.24

FOOD SERVICE/CHILD NUTRITION PROGRAM

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)

FOOD SERVICE OPERATIONS/CAFETERIA FUND

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:

38080-38085**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**
49490-49493**4**	School breakfast and lunch programs
4950**0001.5**-49505**6**	School meals
49550.**3**-49564.**52**	Meals for needy students
49554	Contract for services
49580-49581	**Food Recovery Program**

FOOD AND AGRICULTURE CODE:

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:

TUSD Adopted: 06.96
TUSD Revised: 03.01, 11.07, 11.08, 02.27.24

FOOD SERVICE OPERATIONS/CAFETERIA FUND

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
Storage and Inventory Management of USDA Foods
Cafeteria Funds-Allowable Uses

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES PUBLICATION

Food Distribution Program Administrative Manual

TUSD Adopted: 06.96
TUSD Revised: 03.01, 11.07, 11.08, 02.27.24

FOOD SERVICE OPERATIONS/CAFETERIA FUND

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)

FOOD SERVICE OPERATIONS/CAFETERIA FUND

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.

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.

FOOD SERVICE OPERATIONS/CAFETERIA FUND

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

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
49501.5-**49506**	California Universal Meals Program
49510-49520	Nutrition
49530-49536	Child Nutrition Act

~~TUSD~~ Adopted: 03.14.06
TUSD Revised: 06.17, 02.27.24

FREE AND REDUCED-PRICE MEALS

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
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

TUSD Adopted: 03.14.06
TUSD Revised: 06.17, 02.27.24

FREE AND REDUCED-PRICE MEALS

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 reduced-price meal program is destroyed when no longer needed for its intended purpose

Nondiscrimination Plan

FREE AND REDUCED-PRICE MEALS

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

TUSD Adopted: 03.14.06
TUSD Revised: 06.27.17, 02.27.24

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: August 13, 2025
SUBJECT: **Adopt Revised Board Policy and Administrative Regulation 5030 Student Wellness (Second 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 (Second 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.

TUSD Adopted 06.27.17
TUSD Revised 06.25.19, 05.28.24

STUDENT WELLNESS

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.

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.

TUSD Adopted 06.27.17
TUSD Revised 06.25.19, 05.28.24

STUDENT WELLNESS

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)

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.

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
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

STUDENT WELLNESS

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

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

TUSD Adopted 06.27.17
TUSD Revised 06.25.19, 05.28.24

STUDENT WELLNESS

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:
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

TUSD Adopted 06.27.17
TUSD Revised 06.25.19, 05.28.24

STUDENT WELLNESS

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~~

TUSD Adopted 06.27.17
TUSD Revised 06.25.19, 05.28.24

~~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
Non-Discrimination Statement

STUDENT WELLNESS

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.

ADDENDUM

GUIDELINES TO ENSURE SALES OF FOOD COMPLY WITH

STUDENT WELLNESS

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

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc Supt of Educational Services
DATE: August 4, 2025
SUBJECT: **Adopt Resolution # 25-02 A Declaration that there are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District**

BACKGROUND: California Education Code 60119 and 5 CCR 9531 require that the governing board annually makes a determination through a resolution that each pupil in each school in the District has sufficient textbooks or instructional materials, including materials in a digital format under specified conditions, in each subject that are consistent with the content and cycles of the curriculum framework adopted by the State Board.

RATIONALE: The resolution is a requirement of the state audit guide and the terms of the Williams Settlement. This item aligns with District Strategic Goal #1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports.

FUNDING: No cost to the District.

RECOMMENDATION: Adopt Resolution #25-02 A Declaration that there are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District.

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

TRACY
UNIFIED SCHOOL DISTRICT

TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION # 25-02

DETERMINATION OF SUFFICIENT TEXTBOOKS ALIGNED TO THE CONTENT STANDARDS AND INSTRUCTIONAL MATERIALS
2025-26

Whereas, the Governing Board of Tracy Unified School District, in order to comply with the requirements of Education Code 60119 held a public hearing on August 26, 2025, at 7:00 PM, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days' notice of the public hearing by posting it in at least three public places within the District stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Tracy Unified School District, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including each English learner, has a standards-aligned textbook and/or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

Whereas, between the 2008-09 through the 2025-26 fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Tracy Unified School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

Whereas, sufficient textbooks or instructional materials were provided to each student, including each English learner, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- ENGLISH LANGUAGE ARTS (K-8), adopted 2017 (implemented 2017 in K-5 and 2018 in 6-8)

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	*Wonders*	McGraw Hill	2017
6-8	*StudySync*	McGraw Hill	2017
K-5 Bilingual	*Maravillas*	McGraw Hill	2017

- MATHEMATICS (K-8), adopted 2014 and 2015:

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	*My Math*	McGraw-Hill	2014
K-5 Bilingual	*Mis Mathemáticas*	McGraw-Hill	2014
6-8	*Digits*	Pearson	2015
Algebra Readiness, Special Education Math	*Bridge to Algebra*	Carnegie Learning	2014
Algebra 1, Special Education Algebra	*Algebra 1*	Houghton Mifflin Harcourt	2015
Geometry, Special Education Geometry	*Geometry*	Houghton Mifflin Harcourt	2015
Algebra 2	*Algebra 2*	Houghton Mifflin Harcourt	2015

- SCIENCE (K-8), adopted 2022:

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	*Science Dimensions*	Houghton Mifflin Harcourt	2020
6-8	*Amplify Science*	Amplify	2018

- HISTORY-SOCIAL SCIENCE adopted 2019:

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	*myWorld Interactive*	Pearson	2019
K-5 Bilingual	*miMundo Interactivo*	Pearson	2019
6-8	*World History: Ancient Civilizations-6th* *World History: Medieval and Modern Times-7th* *American Stories-8th*	National Geographic Learning / Cengage	2019

- ENGLISH LANGUAGE ARTS (High School), adopted 2008 and 2017:

Grade Level/Course	Adopted Materials	Publisher	Copyright
Acc English, Adv Eng 1, AgSci Adv Eng 1, Beg ELD, ELD 9, English 1, Eng 1 Acd, English 1 MHSA, English 1 PreAP, Eng 1 AcadPreAP, Eng 1 PreAP MHSA, Modified Eng, Newcomer ELD	*StudySync (9)*	McGraw Hill	2017
Acc English, Adv Eng 2, AgSci Adv Eng 2, Beg ELD, ELD 10, English 2, Eng 2 Academy, English 1 MHSA, Eng 2 PreAP, Eng 2 Acd PreAP, Eng 2 PreAP MHSA, Modified Eng, Newcomer ELD	*StudySync (10)*	McGraw Hill	2017
Acc English, AgSci Eng 3, AP English Lit, Beg ELD, ELD 11, English 3, English 3 Acad, English IB HL1, Modified Eng, Newcomer ELD	*StudySync (11)*	McGraw Hill	2017
AP English Lang	*The Language of Composition*	Bedford/St. Martins (VHPS)	2008
Acc English, AgSci Eng 4, AP English Lit, Beg ELD, ELD 12, English 4, English 4 Acad, English 4 MHSA, English IB HL2, Modified Eng, Newcomer ELD	*StudySync (12)*	McGraw Hill	2017

- MATHEMATICS (High School), adopted 2015, 2017, and 2021:

Grade Level/Course	Adopted Materials	Publisher	Copyright
Acc Math, Algebra Read, Mod Math	*Bridge to Algebra*	Carnegie Learning	2011
Acc Algebra, Acc Bas Alg, Algebra 1,Algebra 1A, Algebra 1B, Algebra 1 MHSA, Algebra 1 w/Sup, Mod Algebra	*HMH Algebra 1 Volume 1 & 2*	Houghton Mifflin Harcourt	2015
Geometry, Geometry ELL, Geometry MHSA, Geometry PreAP	*HMH Geometry Volume 1 & 2*	Houghton Mifflin Harcourt	2015
Adv Algebra 2, Algebra 2, Alg 2 PreAP	*HMH Algebra 2 Volume 1 & 2*	Houghton Mifflin Harcourt	2015
AP Statistics	*The Practice of Statistics, 5e*	W. H. Freeman	2018
Calculus AP (AB), Calculus AP (BC)	*Calculus, 11e*	Cengage Learning	2016
AP Comp Sci A	*Objects First with Java; a Practical Introduction Using BlueJ*	Pearson Education	2012
Adv Math, PreCal, Pre-Calculus	*PreCalculus w/Limits; A Graphing Approach 7e*	Cengage	2016
IB Math	*Mathematics: Applications and Interpretation, Standard Level 1e*	Oxford University Press	2019

- SCIENCE (High School), adopted 2007, 2022 and 2024:

Grade Level/Course	Adopted Materials	Publisher	Copyright
AP Biology	*Biology for the AP Course*	Bedford St Martins	2022
Biology IB HL1, Biology IB HL2	*Biology Course Companion*	Oxford University Press	2023
ENH Biology, ENH Biology Acad	*Inquiry Into Life* *Biozone* (digital website)	McGraw Hill	2022
Biology, Biology Ag, Biology ELL, Biology MM, Mod Biology	*CA Inspire Science*	McGraw Hill	2020
AP Chemistry	*Chemistry: The Central Science*, 14th ed	Prentice Hall	2018
Chemistry IB SL	*Standard Level Chemistry for the IB Diploma Programme, 3rd ed*	Pearson Education Limited	2023
Chemistry, Chemistry Acad, Chemistry Ag, Chemistry ELL, Chemistry MM	*STEMscopes*	Accelerate Learning	2022
Physics, Physics Acad, Physics Ag, Physics MM, ENH Physics	*Physics of the Universe*	Discovery Education	2022
Ag Earth Science, Astronomy, Earth Sci, Earth Sci ELL, Mod Earth Sci	*Earth Science*	Holt	2006
AP Environmental Science	*Environmental Science for AP*	Friedland and Relyea	2023
Human Physiology Human Physiology ELL	*Essentials of Human Anatomy and Physiology*, 13th edition	Prentice Hall	2022
ENH Chem, ENH Chem Acad	*Chemistry in the Earth System* *Pivot Interactives (website)*	Houghton Mifflin Harcourt	2020
AP Physics 1	*Cutnell Physics, AP Edition*	Wiley Houghton Mifflin	2018
AP Physics C	*Fundamentals of Physics*, 8th ed	People's Publishing/Wiley	2007
Physics IB SL	*Standard Level Physics for the IB Diploma Programme, 3rd ed*	Pearson Education Limited	2023
Lab Research BioTech 1-3, BioTechnology 1-3	*Biotechnology: Science for the New Millennium*, 1st ed	EMC Paradigm Publishing	2007
Environmental Systems and Societies IB	*Environmental Systems and Societies for the IB Diploma, 2nd ed*	Cambridge University Press	2016

- HISTORY / SOCIAL SCIENCE (High School), adopted 2006, 2015, 2019, 2022:

Course / Grade Level	Adopted Materials	Publisher	Copyright
Grade 12			
AgSci Govt/Econ, Amer Govt/Econ, Govt/Econ ELL, Mod Econ/Govt	*Magruder's American Government*	Pearson	2019
AgSci Govt/Econ, Amer Govt/Econ, Econ/Amer Govt, Govt/Econ ELL, Mod Econ/Govt	*Economics Principles in Action*	Pearson	2019
IB H History of the Americas 2	*Making America* *History of the Americas, 1880-1981* *The Mexican Revolution 1884-1940* *The Move to Global War*	Cengage Oxford University Press Hodder Oxford University Press	2019 2015 2014 2015
AP US Gov & Politics	*American Government: Stories of a Nation*	Bedford, Freeman, and Worth	2021
Grade 11			
AgSci US Hist, Modif US Hist, US History, US History ELL	*U.S. History 1877 to the Present: America Through the Lens*	National Geographic Learning/Cengage	2019
AP US History	*American History: Connecting with the Past*, 15th ed.	McGraw Hill	2015
IB H History of the Americas 1	*A People and a Nation* *Latin America: An Interpretive History* *Major Problems in American History*	Cengage Pearson Cengage	2019 2017 2017
Grade 10			
World History, Special Education World History Pre IB AgSci SS 2 (THS only), World History Pre-AP	*Modern World History*	Houghton Mifflin Harcourt	2019
Pre IB History of the Humanities/ Advanced World History (THS only)	*Modern World GCSE*	Social Studies School Service	2002
	World History, Volume II-Since 1500	Thomson/Wadsworth	2007
AP World History	*Ways of the World Since 1200* *Thinking Through Sources for Ways of the World*	Bedford/St Martins	2020 2020

- WORLD LANGUAGES, adopted 2012, 2023:

Course / Grade Level	Adopted Materials	Publisher	Copyright
Spanish 1	*Senderos*, Lv 1	Vista Higher Learning	2023
Spanish 2	*Senderos*, Lv 2	Vista Higher Learning	2023
Spanish 3 PreAP, Spanish IB HL1	*Senderos*, Lv 3	Vista Higher Learning	2023
AP Spanish Language and Culture	*TEMAS*	Vista Higher Learning	2020
Spanish IB HL2, Spanish 5	*Senderos*, Lv 4	Vista Higher Learning	2023
AP Spanish Literature	*Reflexiones; Introduccion a la literatura hispanica*	Pearson	2013
Spanish/Spanish Spkrs 1	*Galeria* Lv 1	Vista Higher Learning	2023
Spanish/Spanish Spkrs 2	*Galeria* Lv 2	Vista Higher Learning	2023
French 1	*Chemins* Lv 1	Vista Higher Learning	2023
French 2	*Chemins* Lv 2	Vista Higher Learning	2023
French 3 PreAP, French IB HL1	*Chemins* Lv 3	Vista Higher Learning	2023
French IB HL2	*Le monde en francais*	Advance Materials	2011

AP French Lang	*Chemins* Lv 4	Vista Higher Learning	2023

- ENGLISH LANGUAGE DEVELOPMENT MATERIALS, adopted 2007:

Grade Level	Adopted Materials	Publisher	Copyright
6-8	*StudySync*	McGraw Hill	2017
9-12 Beginning ELD Intermediate ELD Early Advanced ELD Advanced ELD English I, II, III, IV	*StudySync*	McGraw Hill	2017

Whereas, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2025-2026 school year, the Tracy Unified School District has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

APPROVED AND ADOPTED, this 26th day of August, 2025 at a meeting, by the following vote:

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

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 6, 2025
SUBJECT: **Approve Agreement with SJCOE to provide Expanded Learning Opportunities Services for the 2025-2026 School Year**

BACKGROUND: The Expanded Learning Opportunities Program (ELO/ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities – California Ed Code (EC) Section 46120. Expanded Learning refers to before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (See [EC Section 8482.1(a).])

RATIONALE: ELO/ELO-P programmatic (educational) standards are to be aligned with the After School Education and Safety Act (ASES) EC Section 46120(b)(2), and the 21st Century Community Learning Centers (21st CCLC) Program. An educational enrichment element may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities. Expanded learning opportunities provide opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (See [EC Section 46120(g)(1)]).

This Agenda Item represents the request to approve the Special Contract Services Agreements between the San Joaquin County Office of Education (SJCOE), and the Tracy Unified School District. The Contract Agreements are attached as part of this Agenda item which supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, and Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals. This board agenda was already approved on June 23, 2025, but there has been a change in the contract amount.

FUNDING: All expenses will be funded by the ELO-P Grant. The Agreement with the San Joaquin County Office of Education will not exceed $887,933.00.

RECOMMENDATION: Approve Agreement with SJCOE to provide Expanded Learning Opportunities Services for the 2025-2026 School Year.

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

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

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

AGREEMENT FOR EXPANDED LEARNING OPPORTUNITIES PROGRAM
TRACY UNIFIED SCHOOL DISTRICT 2025-2026

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as **SJCOE** and **Tracy Unified School District** for consultant and/or special services to be performed by an employee of SJCOE on behalf of SJCOE. The two parties, **SJCOE** and **Tracy Unified School District**, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED:

This Agreement calls for **indirect services** of San Joaquin County Office of Education, to provide the following services which include but are not limited to; professional development, CPR/First Aid Certifications, attendance tracking and reporting to the California Department of Education, Federal Program Monitoring, development of program plan, technical assistance, onsite coaching, Annual Data Outcome Report, Quality Improvement Plan assistance, EZ Reports attendance tracking systems, enrollment assistance with CAL Pads, additional grant writing, summer school planning and school based mental health services support and health services support.

II. TERM OF AGREEMENT:

Services, which include participation in Expanded Learning Opportunities Program (ELOP).
Services will start on or about **July 1, 2025,** and will be concluded on **June 30, 2026.**

III. COMPENSATION:

In consideration of the services provided by the SJCOE Comprehensive Health Programs the sum of ***$887,933.00** includes salary and benefits, contracted services, and all other costs for services provided. *The amount and flexible percentage rate are based on the 2025-26 Preliminary Allocations and may be revised with an addendum once the final 2025-26 funding is released. Payments to SJCOE by **Tracy Unified School District** for these services will be made upon written request. All approved expenses incurred by SJCOE Comprehensive Health Department in the performance of assigned responsibilities will be the responsibility of SJCOE. Payment must be in compliance with the San Joaquin County Office of Education Administrative Regulation 41323.

IV. TERMINATION OF AGREEMENT:

This agreement shall terminate as set out in Article II. Except:

(a) SJCOE may terminate at any time if CONTRACTOR/CONSULTANT does not perform, or refuses, according to this agreement.
(b) SJCOE may terminate services CONTRACTOR/CONSULTANT at any time, if the professional judgement of the PROJECT MANAGER, named herein, CONTRACTOR/CONSULTAN'S performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet the SJCOE's requirements as specified in Article I.
(c) Either party may terminate by January 2, 2026, for the following fiscal year beginning July 1, 2026.
(d) In the event of early termination, CONTRACTOR/CONSULTANT shall be paid for all work or services performed to the date of termination, based on PROJECT MANAGER'S determination of product delivered.

V. EXTENSION OF TERM:

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

Warren Sun

Warren Sun, Division Director, Operations
San Joaquin County Office of Education

08/01/2025
Date

Robert A. Pecot

Dr. Robert Pecot, Ed.D., Superintendent
Tracy Unified School District

08/01/2025
Date

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 (Second 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 (Second 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 (Second 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 (Second 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).~~

~~7. An unexpired employment authorization document issued by the INS, other than those listed in Group A.~~

TUSD Revised:

LEGAL STATUS REQUIREMENT

~~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.~~

~~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.~~

TUSD Revised:

LEGAL STATUS REQUIREMENT

~~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)

LEGAL STATUS REQUIREMENT

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**
USCIS Publication	Handbook for Employers: Instructions for Completing Form I-9, April 2009
Website	CSBA District and County Office of Education Legal Services

TUSD Revised:

LEGAL STATUS REQUIREMENT

Management Resources	Description
Website	U.S. Citizenship and Immigration Services

TUSD Revised:

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 (Second 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 (Second 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**

TUSD Adopted: 1/28/97
TUSD Revised:

EMPLOYMENT OF RELATIVES

2 CCR 7292.5	Employee selection
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

TUSD Adopted: 1/28/97
TUSD Revised:

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 12, 2025
SUBJECT: **Adopt Revisions to Board Policy 4117.2, 4217.2, 4317.2 Resignations (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 4117.2, 4217.2, 4317.2 to replace existing board policies 4117.2, 4217.2, 4317.2.

RECOMMENDATION: Adopt Revisions to Board Policy 4117.2, 4217.2, 4317.2 (First Reading).

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

~~RESIGNATION~~

~~The superintendent or designee shall be authorized by the Board of Education to officially accept the resignation of any employee. The resignation shall be irrevocable at the time of receipt by the Superintendent or his/her designee. The deadline for submitting a letter of resignation shall be thirty (30) calendar days prior to the end of the employee's contract year.~~

~~If, without obtaining acceptance of his/her resignation, a certificated employee leaves the employ of the District after the specified deadline for submitting a letter of resignation stated above, leaves during the school year, or leaves before the effective date of the resignation, the Superintendent or his/her designee is directed to report this fact, with supporting evidence, to the Commission for Teacher Preparation and Licensing. The Commission may suspend the credentials of teachers who leave the District in this manner.~~

Legal Reference:

EDUCATION CODE

44420	Failure to fulfill contract as ground for suspension of diplomas and certificates
44930	Acceptance and date of resignation
45201	Power of the Governing Board to accept resignations and fix its effective date

CALIFORNIA COURT OF APPEALS

First District, 1980 AMERICAN FEDERATION OF TEACHERS, LOCAL NO. 1050 v. BOARD OF EDUCATION OF PASADENA UNIFIED SCHOOL DISTRICT (see California School Law Digest, Vol. VIII No. 8, August 1980, page 97)

Human Resources – All Personnel

RESIGNATION

Any district employee who desires to resign his/her position shall submit, in writing, a letter of resignation which indicates the date which the employee intends as his/her last day at work. The Governing Board encourages employees to provide advance notice that is appropriate for the position they hold.

An employee's written resignation shall be submitted to the Board in care of the Superintendent or designee. The Board shall set the date when the resignation takes effect. Once the date is formally set by the Board, the resignation may not thereafter be withdrawn by the employee.

The effective date of the resignation shall be a date not later than the close of the school year during which the resignation is received. However, an employee and the Board may agree that a resignation will be accepted at a mutually agreed date not later than two years beyond the close of the school year during which the resignation is received by the Board.

Legal Reference:

EDUCATION CODE

35161	Board delegation of any powers or duties
44420	Failure to fulfill contract as ground for suspension of diplomas and certificates
44930	Acceptance and date of resignation
45201	Power of the Governing Board to accept resignations and fix its effective date
44242.5	Reports of change in employment status, alleged misconduct
44433	Unauthorized departure from service as unprofessional conduct

CODE OF REGULATIONS, TITLE 5"

80303 Reports of change in employment status
80304 Notice of sexual misconduct

COURT DECISIONS

American Federation of Teachers, Local #1050 v. Board of Education of Pasadena Unified School District, (1980) 107 Cal.App.3d 829

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 12, 2025
SUBJECT: **Adopt Revisions to Board Policy 4119.22, 4219.22, 4319.22 Dress and Grooming (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 (4119.22, 4219.22, 4319.22) to replace existing board policies 4119.22, 4219.22, 4319.22.

RECOMMENDATION: Adopt Revisions to Board Policy 4119.22, 4219.22, 4319.22 Dress and Grooming (First Reading).

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

Human Resources - Certificated

DRESS AND GROOMING

~~The Governing Board believes that since teachers serve as role models, they should maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.~~

~~It's the Board's expectation that during school hours, staff wear clothing that demonstrates their high regard for education and presents an image consistent with their job responsibilities.~~

~~Legal Reference:~~

~~EDUCATION CODE~~
~~35160 Authority of Governing Boards~~
~~35160.1 Broad authority of school districts~~

~~GOVERNMENT CODE~~
~~3543.2 Scope of Representation~~

~~San Mateo City School District v. PERB (1983) 33 Cal. 3d 850~~

~~East Hartford Education Assn. v. Board of Education (2d Cir. 1977) 562F.2d 856~~

~~Miller v School District #167 (7th Cir. 1974) 495 F.2d 658~~

~~Domico v. Rapides Parish School Board (5th Cr. 1982) 675 F.2d 100~~

~~Inglewood Unified School District 1700 (1985)~~

Policy Adopted:
Joint Board: 2/25/97

Human Resources – All Personnel

DRESS AND GROOMING

The Governing Board believes that appropriate dress and grooming by district employees contribute to a productive learning environment and model positive behavior. During school hours and at school activities, employees shall maintain professional standards of dress and grooming that demonstrate their high regard for education, present an image consistent with their job responsibilities and assignment, and do not endanger the health or safety of employees or students. All employees shall be held to the same standards unless their assignment provides for modified dress as approved by their supervisor.

The district shall allow employees to appear and dress in a manner consistent with their gender identity or gender expression. (Government Code 12949)

The district shall not discriminate against employees based on hair texture and protective hairstyles, including, but not limited to, braids, locks, and twists. (Government Code 12926)

The district shall not dismiss an employee, discriminate against an employee in compensation or in terms, conditions, or privileges of employment, or refuse to hire a job applicant on the basis of religious dress or grooming practices. (Government Code 12926, 12940)

This policy shall be presented to employees annually, through the employee handbook or other appropriate means, and may be periodically reviewed with all employees as necessary.

Legal Reference:

EDUCATION CODE
35160 Authority of governing boards
35160.1 Broad authority of school districts

GOVERNMENT CODE
35160 Authority of governing boards
35160.1 Broad authority of school districts
3543.2 Scope of representation
12926 Definitions
12940 Unfair employment practices

12949 Dress standards, consistency with gender identity

COURT DECISIONS
San Mateo City School District v. PERB (1983) 33 Cal. 3d 850
Domico v. Rapides Parish School Board (5th Cir. 1982) 675 F.2d 100
East Hartford Education Assn. v. Board of Education (2d Cir. 1977) 562 F. 2d 838
Finot v. Pasadena Board of Education (1967) 250 Cal.App.2d 189
PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS
Santa Ana Unified School District (1998) 22 PERC P29, 136
Inglewood Unified School District (1985) 10 PERC P17, 000

Management Resources:
CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS
Transgender Rights in the Workplace
WEB SITES
California Department of Fair Employment and Housing: http://www.dfeh.ca.gov
Public Employment Relations Board: http://www.perb.ca.gov

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 13, 2025
SUBJECT: **Acknowledge Revisions to Administrative Regulation 4112.21 District Interns (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 Intern Requirements, the District has created an all-personnel Board Policy (4112.21) to update and replace the existing individual board policy.

RECOMMENDATION: Acknowledge Revisions to Administrative Regulation 4112.21 (First Reading).

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

DISTRICT INTERNS

A. Purpose and Scope

To provide guidance and direction for administrative personnel regarding District Interns.

B. General

The Governing Board may employ individuals with appropriate certification from the Commission on Teacher Credentialing (CTC) to teach in grades K-12 or in bilingual education classes as District Interns. Such employment is subject to the development and implementation of a professional development plan made in consultation with an accredited college or university that offers an approved program of teacher preparation. (Education Code 44830.3)

Interns holding certificates to teach in grades 9 through 12, in grades 6 through 8 of a departmentalized program, or in departmentalized bilingual classes shall teach only in areas in which they have completed an undergraduate academic major or minor. (Education Code 44326)

Interns holding certificates to teach in Kindergarten and grades 1 through 8 in a self-contained program or self-contained bilingual classes shall have completed an academic major or minor or a diversified or liberal arts degree that includes the subject matter course work prescribed in Education Code 44314. (Education Code 44326)

C. Forms Used and Additional References

None

D. Procedure

Each intern shall be assisted and guided by one or more of the following: (Education Code 44326)

1. A mentor teacher.

2. Personnel employed by the college or university to supervise student teachers.

DISTRICT INTERNS (Continued)

3. A certificated employee selected through a competitive process adopted by the Board after consultation with the exclusive teacher representative unit.

Mentor teachers or other certificated employees described above shall possess valid certification at the same level or of the same type of credential as the District Interns they serve. (Education Code 44326)

Certification

Each intern must demonstrate to the CTC that he/she meets the minimum qualifications for a District Intern certificate. These qualifications include all of the following: (Education Code 44325)

1. A baccalaureate degree conferred by a regionally accredited institution of postsecondary education.

2. Successful passage of the state basic skills proficiency test.

3. Successful completion of the appropriate subject matter test(s) administered by the CTC or a subject matter preparation program approved by the CTC.

4. For persons teaching bilingual education classes, passage of the oral language component of the assessment program leading to the bilingual crosscultural language and academic development certificate.

District intern certificates are valid for two years. At the District's recommendation, certificates may be extended for one year. (Education Code 44325)

Professional Development Plan

The Superintendent or designee shall develop and implement a professional development plan for each District Intern, in consultation with the college or university. The plan shall include: (Education Code 44830.3)

1. Provisions for an annual evaluation of the District Intern.

2. If found necessary by the Board, a description of the courses to be completed by the Intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.

DISTRICT INTERNS (Continued)

3. Mandatory preservice training tailored to the grade level or class to be taught, through either of the following options:

   a. Under the direct supervision of an experienced permanent teacher, 120 clock hours of training and orientation in child development and methods of teaching the subject(s) to be taught, after which the permanent teacher shall inform the District as to what area the Intern's future training should emphasize.

   b. Successful completion of six semester units of course work from a regionally accredited college or university, designed in cooperation with the District to cover child development and methods of teaching the subjects to be taught.

4. Instruction in child development and teaching methods during the first semester of service in grades K through 6, including bilingual classes at those levels.

In addition to items #1-4 above, the following shall be included in the professional development plan of Interns teaching in bilingual classes: (Education Code 44830.3)

1. During the first year of service, instruction in the culture and methods of teaching bilingual children.

2. 120 clock hours of training and orientation which includes instruction related to bilingual-crosscultural language and academic development.

Records and Evaluations

The Superintendent or designee shall ensure that appropriate records are maintained, showing the credit earned by each intern. (Education Code 44327)

Interns shall be formally evaluated at least once every year. If an intern is not performing his/her duties satisfactorily according to the standards set by the Board, the Superintendent or designee shall notify the Intern, in writing, and describe the unsatisfactory performance. The Superintendent or designee shall confer with the intern and make specific recommendations as to areas in need of improvement.

After completing his/her internship and meeting the Board's criteria for a qualified teacher, the Board may recommend to the CTC that the intern be awarded clear teaching credentials. (Education Code 44830.3)

DISTRICT INTERNS (Continued)

~~Class Size Reduction Interns~~

~~The District may hire Teacher Interns for Class Size Reduction Program positions as described in SB 1414 without first giving consideration to acceptable credentialed candidates. However, the District will make every reasonable effort to hire as many acceptable credentialed candidates as possible for the Class Size Reduction Program positions.~~

~~To qualify for a District Class Size Reduction Intern Teacher position, the individual must:~~

~~1. Possess a baccalaureate degree from a regionally accredited institution.~~

~~2. Pass the California Basic Educational Skills Test (CBEST).~~

~~3. Meet the requirement of subject matter competence, either by passing a subject matter exam or completing an approved subject matter program.~~

~~4. Submit fingerprint cards and pass the normal personal fitness requirements.~~

~~In addition to these requirements for the certificate, the District or county must:~~

~~1. Provide 120 hours of District-sponsored teacher training that includes instruction in child development and methods of teachers.~~

~~2. Develop and implement a professional development plan for each intern, which must include the curriculum of studies that are deemed necessary by the District Governing Board.~~

~~3. Assign mentor teacher or other experienced teachers to guide and assist each intern teacher.~~

~~The Class Size Reduction Program Intern teachers shall be included in the Bargaining Unit.~~

~~E. Reports Required~~

~~None~~

DISTRICT INTERNS (Continued)

~~F. Record Retention~~
~~None~~

~~G. Responsible Administrative Unit~~

~~Human Resources~~

~~H. Approved By~~

~~Associate Superintendent for Human Resources~~

~~Legal Reference:~~

~~EDUCATION CODE~~
~~44314 Diversified or Liberal Arts Program~~
~~44325-44328 District Interns~~
~~44830.3 Employing District Interns~~
~~44885.5 District Interns Classified as Probationary Employees~~

~~SB1414 Class Size Reduction Interns~~

The district may employ interns as necessary to fulfill the need for sufficient instructional staff and to provide future teachers an opportunity to link teaching theory with practice in order to meet state credentialing requirements. In addition, the district may employ teachers who already possess a preliminary or clear credential and are pursuing a credential in a different specialization as interns for positions that require such other credential.

The district may enter into partnership agreements with one or more approved teacher preparation programs sponsored by colleges or universities and/or may provide a district intern program with approval of the Commission on Teacher Credentialing (CTC). Any intern program in which the district participates shall be aligned with the preconditions and program standards adopted by the CTC.

The Superintendent or designee shall make reasonable efforts to recruit an intern from an approved program within the region whenever a teacher with a preliminary or clear credential is not available for a position requiring certification. (Education Code 44225.7)

The Superintendent or designee shall ensure that any intern employed by the district

DISTRICT INTERNS (Continued)

possesses an appropriate intern credential and is adequately prepared for the responsibilities of the position.

An intern may be assigned to provide the same service as a holder of a regular multiple subject, single subject, or education specialist credential in accordance with the authorizations and grade/age level specified on the intern credential. (Education Code 44454, 44325, 44326, 44830.3)

Terms of employment for interns shall be consistent with law and the district's collective bargaining agreement, as applicable.

Interns shall receive intensive, structured supervision and ongoing support by qualified personnel in order to enhance their instructional skills and knowledge. The Superintendent or designee shall ensure that district staff serving as supervisors, mentor teachers, or other support providers receive appropriate training to fulfill their responsibilities and that they maintain frequent communication with the interns they are assigned to assist.

Interns shall be provided with ongoing feedback regarding their performance and shall be formally evaluated in accordance with Board policy and the district's collective bargaining agreement.

Upon receiving notification from the Superintendent or designee that an intern has successfully completed the program, the Governing Board may recommend to the CTC that the intern be awarded a preliminary credential. (Education Code 44328, 44468, 44830.3)

The Board or designee shall regularly evaluate the effectiveness of the intern program(s) to determine whether changes are needed in the support and/or assignment of interns. The evaluation shall be based on factors including, but not limited to, data on student performance in classes taught by interns, feedback from interns and supervisors, and the number of interns who successfully complete the program and obtain general education or education specialist credentials.

State
5 CCR 80021.1
5 CCR 80033
5 CCR 80055

Ed. Code 300-340
Ed. Code 44225
Ed. Code 44225.7

DISTRICT INTERNS (Continued)

Ed. Code 44253.10
Ed. Code 44253.3-44253.4
Ed. Code 44259
Ed. Code 44314
Ed. Code 44321
Ed. Code 44325-44328
Ed. Code 44339-44341
Ed. Code 44450-44468
Ed. Code 44830.3
Ed. Code 44885.5

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: August 12, 2025
SUBJECT: **Adopt Revisions to Board Policies and Acknowledge Revisions to Administrative Regulations 4127, 4227, and 4327 Temporary Athletic Team Coaches (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 Temporary Athletic Team Coaches, the District has created an all-personnel Board Policy and Administrative Regulation 4127, 4227, 4327 to replace existing board policies 4127, 4227 and 4227.1.

RECOMMENDATION: Adopt Revisions to Board Policies and Acknowledge Revisions to Administrative Regulations 4127, 4217, 4327 Temporary Athletic Team Coaches (First Reading).

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

TEMPORARY ATHLETIC TEAM COACHES

The Governing Board acknowledges that well-trained coaches are vital to the success of the experience of students in sports and interscholastic athletic activities, and therefore desires to employ highly qualified coaches for the district's interscholastic athletic activities in order to enhance the knowledge, skills, motivation, and safety of participating students.

The Superintendent or designee may hire a certificated or noncertificated employee, other than a substitute employee, to supervise or instruct interscholastic athletic activities as a temporary employee in a limited assignment capacity. Interscholastic athletic activities include any activities in which student teams participate in interscholastic competition. (5 CCR 5590)

~~All coaches shall adhere to administrative regulations and the codes of ethical conduct published by the state and the California Interscholastic Federation.~~

All coaches shall be subject to applicable law, Board policies, administrative regulations, and California Interscholastic Federation bylaws and codes of ethical conduct.

Volunteer athletic team coaches shall meet all the qualifications and competencies required of temporary athletic team coaches employed by the District.

Any Certificated teacher employed by the District who applies for a position as a temporary athletic team coach and who satisfies the qualification criteria established for the position shall first be offered the position. (Education Code 44919)

Noncertificated coaches shall have no authority to assign grades to students. (5 CCR 5591)

Qualifications and Training

The Superintendent or designee shall determine criteria in accordance with law for certifying the competency of all staff employed to coach or supervise District athletic teams. Prior to employment, the Superintendent or designee shall ensure that all temporary coaches, certificated or non-certificated, have received appropriate training, are qualified in all competencies required by law, and meet or will meet all qualifications for employment. He/she may waive competency requirements for persons enrolled in appropriate training courses leading to acquisition of the competency, provided such persons serve under the direct supervision of a fully qualified coach.

TEMPORARY ATHLETIC TEAM COACHES

Any noncertificated employee or volunteer who works with students in a district-sponsored interscholastic athletic activity shall, prior to beginning the individual's duties, submit to the Superintendent or designee either an Activity Supervisor Clearance Certificate issued by the Commission on Teacher Credentialing or a Department of Justice and Federal Bureau of Investigation criminal background clearance. (Education Code 49024)

Following the selection of a temporary athletic team coach, the Superintendent or designee shall certify to the Board, at the next regular Board meeting or within 30 days, whichever is sooner, that the coach meets the qualifications and competencies required by 5 CCR 5593. By April 1 of each year, the Board shall certify to the State Board of Education that the provisions of 5 CCR 5593 have been met. (5 CCR 5594)

In addition, the Superintendent or designee shall regularly report to the Board regarding the extent to which the district's coaches have completed the trainings required by law, including those required pursuant to Education Code 33479.6, 35179.1, and 49032, and by district policy.

Legal References:

~~EDUCATION CODE~~
~~35179.7 Interscholastic athletic program and activities~~
~~44010 Sex offense~~
~~44424 Conviction of a crime~~
~~44808 Liability when students are not on school property~~
~~44919 Classification of temporary employees~~

Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 35179-35179.8	Interscholastic athletics
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44332-44332.5	Temporary certificates
Ed. Code 44424	Conviction of a crime
Ed. Code 44808	Liability when students are not on school property
Ed. Code 44916	Written statement of employment status
Ed. Code 44919	Classification of temporary employees; classifications
Ed. Code 45125.01	Interagency agreements for criminal record information
Ed. Code 45347	Instructional aides subject to requirements for classified staff
Ed. Code 45349	Use of volunteers to supervise or instruct students
Ed. Code 49024	Activity Supervisor Clearance Certificate
Ed. Code 49030-49034	Performance enhancing substances

TUSD Adopted: 10/28/97
TUSD Revised:

TEMPORARY ATHLETIC TEAM COACHES

Ed. Code 49406	TB risk assessment
5 CCR 5531	Supervision of extracurricular activities of students
5 CCR 5590-5596	Duties of temporary athletic team coaches
H&S Code 124238-124238.5	Nevaeh Youth Sports Safety Act
California Interscholastic Federation Publication	Pursuing Victory with Honor, 1999
California Interscholastic Federation Publication	California Interscholastic Federation Constitution and Bylaws
Commission on Teacher Credentialing Publication	Information on Assembly Bill 346 Concerning the Activity Supervisor Clearance Certificate (ASCC), Coded Correspondence 10-11, July 20, 2010
Court Decision	CTA v. Rialto Unified School District (1997) 14 Cal. 4th 627
Court Decision	Kavanaugh v. West Sonoma Union High School District (2003) 29 Cal.4th 911
Court Decision	Neily v. Manhattan Beach Unified School District (2011) 192 Cal.App.4th 187

~~CODE OF REGULATIONS, TITLE 5~~
~~5531 Supervision of extracurricular activities of pupils~~
~~5590-5596 Duties of Temporary Athletic Team Coaches~~
~~CTA v. Rialto Unified School District, (1997) 14 Cal. 4th 627~~

~~San Jose Teachers Association, CTA, NEA v Barozzi (1991) 230 Cal. App. 3d 1376, 281 Cal. Rptr. 724~~

TEMPORARY ATHLETIC TEAM COACHES

~~**A. Purpose and Scope**~~

~~To provide guidance and direction for District personnel regarding employment and training of temporary athletic team coaches.~~

~~**B. General**~~

~~1. The Superintendent or designee shall determine criteria in accordance with law for certifying the competency of all staff employed to coach or supervise District athletic teams.~~

~~2. Prior to employment, the Superintendent or designee shall ensure that all temporary coaches, certificated or non-certificated, have received appropriate training, are qualified in all competencies required by law, and meet or will meet all qualifications for employment.~~

~~3. He/she may waive competency requirements for persons enrolled in appropriate training courses leading to acquisition of the competency, provided such persons serve under the direct supervision of a fully qualified coach.~~

~~4. Volunteer athletic team coaches shall meet all the qualifications and competencies required of temporary athletic team coaches employed by the District.~~

~~**C. Forms Used and Additional References**~~

~~1. Application~~
~~2. Contract~~

~~**D. Procedures**~~

~~At the first regular Governing Board meeting or within 30 days after selection of a temporary athletic team coach, whichever is sooner, the Superintendent or designee shall certify to the Board that all temporary athletic team coaches meet the qualifications and competencies required by law. (Code of Regulations, Title 5, Section 5594)~~
~~Upon the recommendation of the Superintendent or designee, the board shall certify to the State Board of Education, by April 1 of each year, that the District conforms with state requirements governing the employment of temporary athletic team coaches. (Title 5, Section 5594)~~

TEMPORARY ATHLETIC TEAM COACHES (Continued)

~~Competencies~~

~~Temporary athletic team coaches shall give evidence of the following required competencies:~~

~~1. Care and prevention of athletic injuries, basic sports injury first aid, and emergency procedures:~~

~~a. Completion of a college level course in the care and prevention of athletic injuries and possession of a valid cardiopulmonary resuscitation (CPR) card and automated external defibrillator (AED) card.~~

~~b. A valid sports injury certificate or first aid card, a valid cardiopulmonary resuscitation (CPR) card, and automated external defibrillator (AED) card.~~

~~c. ASEP Coaching Class~~

~~2. Coaching theory and techniques in the sport or game being coached:~~

~~a. ASEP Coaching Class~~

~~3. Knowledge of the rules and regulations pertaining to the sport or game being coached, the league rules, and, at high school level, the regulations of the CIF.~~

~~a. ASEP Coaching Class~~

~~4. Child or adolescent psychology as it relates to sports participation:~~

~~a. Completion of a college level course in child psychology for elementary school positions and adolescent or sports psychology for secondary school positions.~~

~~b. Completion of a seminar or workshop on human growth and development of youth.~~

~~c. Prior active involvement with youth in school or community sports program. (Title 5, Section 5593)~~

~~5. Substance abuse prevention, including but not limited to tobacco, alcohol, steroids and human growth hormones, as evidenced by the completion of a college level course, workshop or seminar that includes instruction on substance abuse prevention and the physical and psychological effects or steroids and human growth hormones.~~

TEMPORARY ATHLETIC TEAM COACHES (Continued)

~~In addition, non-certificated persons employed to coach or supervise District athletic teams must first be determined:~~

~~1. Not to have been convicted of any offense referred to in Education Code 44010, 44011 or 44424, or any offense involving moral turpitude or evidencing unfitness to associate them with children.~~

~~2. To be free from tuberculosis and any other contagious disease that would prohibit certificated teachers from teaching, as verified by a written statement, renewable every four years, from a licensed physician or other person approved by the District (Title 5, Section 5592)~~

~~Procedures for Employment~~

~~1. The need for a coach is identified by the Athletic Director and the site principal. The site principal sends a request to Human Resources to advertise the position within the District.~~

~~2. The Human Resources office prepares a vacancy announcement for District teaching staff.~~

~~a. First consideration will be given to District teaching staff.~~

~~3. Before interviewing any applicants, the Athletic Director and the site Principal shall prepare specific criteria, in writing, to determine selection of the appropriate candidate for the open coaching position. The criteria shall include the competencies contained in title 5, section 5593 and any additional criteria established by the administration that is relevant to the specific coaching position.~~

~~a. If none of the applicants among the District teaching staff meet all of the criteria established for the open coaching position, such District teacher applicants will be so informed.~~

~~b. Where there are no qualified applicants among the District teaching staff, Human Resources may prepare vacancy announcements for all other applicants. All other applicants include: classified employees of the District; certificated employees who are not current employees in the District; and all other outside candidates.~~

TEMPORARY ATHLETIC TEAM COACHES (Continued)

4. The Human Resources office collects applications and establishes a "Master File" for each open position. After the "closing date" has passed for an open coaching position, the applications are reviewed by the site principal and the athletic director.

5. The athletic director and the site principal screen the applications and select candidates to be interviewed. Screening criteria includes, but is not limited to, professional qualifications experience, education and training.

6. The Athletic Director and the site Principal interview the applicants and submit the "Summary of Interviews" to the Human Resources with the recommendation for employment.

7. The Associate Superintendent for Human Resources reviews the interview panel's recommendation for employment prior to offering a candidate a coaching position.

8. A background check and fingerprint clearance must be completed before employing the successful candidate.

9. The Human Resources office offers the position to the successful candidate and schedules a date and time to sign up the candidate. The candidate must have a current driver's license and social security card and, within thirty (30) days of being hired, furnish the following:

    a. CPR certificate
    b. First Aid certificate
    c. Automated External Defibrillator card
    d. TB test clearance
    e. ACEP Coaching class – next available class

10. All requirements listed above in a, b, c, and d must be met within 30 days of DOH. If these requirements are not met within 30 days of DOH, the coach will not be allowed to coach until all requirements are met.

11. Selected candidate signs contract subject to Board approval.

12. The Associate Superintendent for Human Resources submits the names of those individuals being recommended for employment to the school Board for approval.
13. The Human Resources office notifies those individuals who applied and were not selected.

TEMPORARY ATHLETIC TEAM COACHES (Continued)

14. The Human Resources office notifies the principal and athletic director when the individual selected is ready to coach.

15. Upon completion of the coaching season the athletic director, through the site principal, submits a request for payment to Human Resources.

16. The Human Resources office then verifies that all coaches to be paid were properly signed up and releases the pay requests to payroll for processing. (If a coach is not signed up by Human Resources, his/her payroll check will be held).

Code of Ethics
It is the duty of all concerned with high school athletics:

1. To emphasize the proper ideals of sportsmanship, ethical conduct and fair play.

2. To eliminate all possibilities which tend to destroy the best values of the game.
3. To stress the values derived from playing the game fairly.

4. To show cordial courtesy to visiting teams and officials.

5. To establish a happy relationship between visitors and hosts.

6. To respect the integrity and judgment of sports officials.

7. To achieve a thorough understanding and acceptance of rules of the game and the standards of eligibility.

8. To encourage leadership, use of initiative, and good judgment by the players on a team.

9. To recognize that the purpose of athletics is to promote the physical, mental, moral, social and emotional well-being of the individual players.

10. To remember that an athletic contest is only a game - not a matter of life and death for player, coach, school, officials, fan, community, state or nation.

11. Not suggest, provide or encourage any athlete to use non-prescriptive drugs, anabolic steroids, or any substance to increase physical development or performance that is not approved by the U.S. Food and Drug administration, U.S. surgeon General, or the American Medical Association.

TEMPORARY ATHLETIC TEAM COACHES (Continued)

~~12. Not recruit athletes from other schools.~~

~~13. Follow the rules of behavior and the procedures for crowd control as established by the board and the league in which the District participates. (Title 5, Section 5596)~~

~~**E. Reports Required**~~

~~None~~

~~**F. Record Retention**~~

~~Coaches personnel file~~

~~**G. Responsible Administrative Unit**~~

~~Human Resources~~

~~**H. Approved By**~~

~~Associate Superintendent for Human Resources~~

Qualifications

Minimum qualifications for temporary athletic team coaches shall include, but are not necessarily limited to, competencies in the following areas: (5 CCR 5593)

1. **Care and prevention of athletic injuries, basic sports injury first aid, and emergency procedures, as evidenced by one or more of the following:**

    a. **Completion of a college-level course in the care and prevention of athletic injuries and possession of a valid cardiopulmonary resuscitation (CPR) card**

    b. **A valid sports injury certificate or first aid card, and a valid CPR card**

    c. **A valid Emergency Medical Technician (EMT) I or II card**

    d. **A valid trainer's certification issued by the National or California Athletic Trainers' Association (NATA/CATA)**

TEMPORARY ATHLETIC TEAM COACHES (Continued)

e. Possession of both valid CPR and first aid cards and practical experience under the supervision of an athletic coach or trainer or experience assisting in team athletic training and conditioning

2. Coaching theory and techniques in the sport or game being coached, as evidenced by one or more of the following:

a. Completion of a college course in coaching theory and techniques

b. Completion of in-service programs arranged by a school district or county office of education

c. Prior service as a student coach or assistant athletic coach in the sport or game being coached

d. Prior coaching in community youth athletic programs in the sport being coached

e. Prior participation in organized competitive athletics at the high school level or above in the sport being coached

3. Knowledge of the rules and regulations pertaining to the sport or game being coached, the league rules, and, at the high school level, regulations of the California Interscholastic Federation (CIF)

4. Knowledge of child or adolescent psychology, as appropriate, as it relates to sport participation, as evidenced by one or more of the following:

a. Completion of a college-level course in child psychology for elementary school positions and adolescent or sports psychology for secondary school positions

b. Completion of a seminar or workshop on human growth and development of youth

c. Prior active involvement with youth in school or community sports program

TEMPORARY ATHLETIC TEAM COACHES (Continued)

The Superintendent or designee may waive competency requirements for persons enrolled in appropriate training courses leading to acquisition of the competency, provided such persons serve under the direct supervision of a fully qualified coach until the competencies are met. (5 CCR 5593)

Volunteers who supervise or direct an athletic program shall meet the qualification criteria specified in 5 CCR 5593 required for temporary athletic team coaches employed by the district. Any volunteer who does not meet such criteria shall serve only under the supervision of a fully qualified coach and shall not be given charge of an athletic program.

Additional Qualifications of Noncertificated Personnel and Volunteers

In addition to the qualifications listed above, any noncertificated employee or volunteer assigned as a temporary athletic team coach shall: (5 CCR 5592)

1. **Be free from tuberculosis and any other contagious disease that would prohibit certificated teachers from teaching, as verified by a written statement, renewable every four years, from a licensed physician or other person approved by the district**

2. **Not have been convicted of any offense referred to in Education Code 44010, 44011, or 44424, or any offense involving moral turpitude or evidencing unfitness to associate with children**

Any noncertificated employee or volunteer assigned as a temporary athletic team coach shall obtain an Activity Supervisor Clearance Certificate or a criminal background check in accordance with Board policy. (Education Code 49024)

Training

Each employee or volunteer high school athletic team coach shall complete, at the individual's expense, a coaching education program that meets the standards developed by CIF and includes, but is not limited to, training in regard to sport psychology, sport pedagogy, sport physiology, sport management, statewide and school regulations, CPR, including certification, use of an automated external defibrillator (AED), and first aid that includes, but is not limited to, training in recognizing the signs, symptoms, and appropriate response to concussions, heat illness, and cardiac arrest. A high school coach who has completed the education program in another California school district shall be deemed to have met the requirement for this district. An individual who has not completed the education

TEMPORARY ATHLETIC TEAM COACHES (Continued)

program may be assigned as a coach for no longer than one season of interscholastic competition. (Education Code 35179.1, 49032)

In addition, prior to coaching an athletic activity and every two years thereafter, athletic coaches shall complete an approved training course on the nature and warning signs of sudden cardiac arrest. (Education Code 33479.2, 33479.6, 33479.7)

Code of Ethical Conduct

Employees providing supervisory or instructional services in interscholastic athletic activities shall: (5 CCR 5596)

1. **Show respect for players, officials, and other coaches**
2. **Respect the integrity and judgment of game officials**
3. **Establish and model fair play, sportsmanship, and proper conduct**
4. **Establish player safety and welfare as the highest priority**
5. **Provide proper supervision of students at all times**
6. **Use discretion when providing constructive criticism and when reprimanding players**
7. **Maintain consistency in requiring all players to adhere to the established rules and standards of the game**
8. **Properly instruct players in the safe use of equipment**
9. **Avoid exerting undue influence on a student's decision to enroll in an athletic program at any public or private postsecondary educational institution**
10. **Avoid exerting undue influence on students to take lighter academic course(s) in order to be eligible to participate in athletics**
11. **Avoid suggesting, providing, or encouraging any athlete to use nonprescription drugs, anabolic steroids, or any substance to increase physical development or performance that is not approved by the U.S. Food**

TEMPORARY ATHLETIC TEAM COACHES (Continued)

and Drug Administration, U.S. Surgeon General, or the American Medical Association.

12. **Avoid recruitment of athletes from other schools**

13. **Follow the rules of behavior and the procedures for crowd control as established by the district and the league in which the district participates**

State	Description
5 CCR 5531	Supervision of extracurricular activities of students
5 CCR 5590-5596	Duties of temporary athletic team coaches
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 35179-35179.8	Interscholastic athletics
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44332-44332.5	Temporary certificates
Ed. Code 44424	Conviction of a crime
Ed. Code 44808	Liability when students are not on school property
Ed. Code 44916	Written statement of employment status
Ed. Code 44919	Classification of temporary employees; classifications
Ed. Code 45125.01	Interagency agreements for criminal record information
Ed. Code 45347	Instructional aides subject to requirements for classified staff
Ed. Code 45349	Use of volunteers to supervise or instruct students
Ed. Code 49024	Activity Supervisor Clearance Certificate
Ed. Code 49030-49034	Performance enhancing substances
Ed. Code 49406	TB risk assessment
H&S Code 124238-124238.5	Nevaeh Youth Sports Safety Act
Management Resources	**Description**
California Interscholastic Federation Publication	Pursuing Victory with Honor, 1999
California Interscholastic Federation Publication	California Interscholastic Federation Constitution and Bylaws

TUSD Acknowledged: 10.28.99
TUSD Revised: 8.27.19,