NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
SEPTEMBER 9, 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

1. Call to Order **Pg. No.**

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

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

3.1 Administrative & Business Services: None.

3.2 Educational Services:

3.2.1 Confidential Student Matter. Finding of Facts: 25/26#02, 25/26#03 Education Code §48912

3.2.2 Confidential Student Matter. Early Graduation: TISCS#10355493, TISCS#10360703, TISCS #10357572

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

3.3 Human Resources:

3.3.1 Consider Leave of Absence Request for Certificated Employee: #UC-1421 Pursuant to Article XX

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

3.3.2 Consider Paid/Unpaid Leave of Absence for Classified Employee #UCL-532

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

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

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

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

4. **Adjourn to Open Session**

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

6. **Closed Session Issues:**
6a Action Taken on Finding of Facts: 25/26#02, 25/26#03
3.2.1
Action: Motion ____ Second ___. **Vote:** Yes___; No___; Absent___; Abstain ___
6d Report Out of Action Taken on Early Graduation: TISCS#10355493, TISCS
3.2.2 #10360703, TISCS#10357572
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6c Report Out of Action Taken on Consider Leave of Absence Request for
3.3.1 Certificated Employee: #UC-1421 Pursuant to Article XX
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6d Report Out of Action Taken on Consider Paid/Unpaid Leave of Absence for
3.3.2 Classified Employee #UCL-532
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

7. **Approve Regular Minutes of August 26, 2025** **1-7**
Action: Motion__ ; Second __. **Vote:** Yes __; No __; Absent ___; Abstain ___

8. **Student Representative Reports:** None.

9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
9.1 Jacobson Elementary School
9.2 Bohn 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:** None.

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

13.1 Administrative & Business Services:

13.1.1	Authorize Associate Superintendent of Business Services to Enter into an Agreement to Dispose of Damaged, Obsolete, and Surplus Furniture, Computers, and Equipment through Disposal Service	**8-10**
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	**11-12**
13.1.3	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2025/26 School Year	**13-14**
13.1.4	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	**15-16**

13.2 Educational Services:

13.2.1	Ratify Agreement for Contract Services Between SJCOE Math Department and Central School for the 2025-2026 School Year	**17-21**
13.2.2	Ratify Master Contract (MC) for Summa Academy NPS for the 2025-2026 School Year (Separate Cover)	**22**
13.2.3	Approve Agreement for Monte Vista Middle School Sixth Grade Students to Attend Exploring New Horizons Science Camp at Sempervirens in Santa Cruz County, California from October 27 to October 30, 2025	**23-35**
13.2.4	Approve Agreement for Contract Services Between Operation Scholars and North School for the 2025-2026 School Year	**36-39**
13.2.5	Approve Agreement for Contract Services Between Parent Institute for Quality Education (PIQE) and North School for the 2025-2026 School Year	**40-45**
13.2.6	Approve Renewal Quote for Site Subscription Services Between Xello College and Career Software Program and Duncan Russell Community Day School for the 2025-2026 School Year	**46-49**
13.2.7	Approve Agreement for Renewal of Digital Services Between SMORES from SchoolStatus and George and Evelyn Stein High School for the 2025-2026 School Year	**50-55**
13.2.8	Approve Agreement for Contract Services Between SJCOE and TUSD for School Field Trips to the SJCOE Durham Ferry Outdoor Education Center for the 2025-2026 School Year	**56-62**
13.2.9	Approve Agreement for Contract Services Between SJCOE and TUSD for School Field Trips to the FabLab for the 2025-2026 School Year	**63-68**
13.2.10	Approve the Implementation of the California State Seal of Civic Engagement for TUSD High Schools for the 2025-2026 School Year	**69-73**

13.2.11	Ratify Master Contract (MC) for Sierra Vista Child & Family Services NPS for the 2025-2026 School Year (Separate Cover)	**74**
13.2.12	Approve Agreement for Contract Services with A Plus Academic Center for In-Person Tutoring Services for Students Experiencing Housing Insecurity for the 2025-2026 School Year	**75-78**
13.2.13	Approve Overnight Travel for the Tracy High School (THS) Cross Country Team and coaches to attend the 2025 Asics Clovis Cross Country Invitational at Woodward Park in Fresno, CA October 10, 2025	**79**
13.2.14	Approve Agreement for Special Contract Services with Diana Cefalo for the West High School Choir-Music Program for the 2025-2026 School Year	**80-83**
13.2.15	Approve Agreement for Contract Services between San Joaquin Pride Center TUSD for the 2025-2026 School Year	**84-87**
13.2.16	Approve Agreement for Special Contract Services with Quest Science Center at Wanda Hirsch Elementary School for the 2025 - 2026 School Year	**88-91**
13.2.17	Ratify Agreement with San Joaquin County Office of Education Quality Rating and Improvement System (QRIS) and the TUSD School Readiness Preschool Program for the 2025-2026 School Year	**92-98**

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	**99-100**
13.3.2	Approve Classified, Certificated, and/or Management Employment	**101-103**

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

14.1 Administrative & Business Services:

14.1.1	Adopt Resolution No. 25-04 Declaring Futility of Soliciting Bids and Authorizing Contract for Transportation Services	**104-107**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

14.2 Educational Services:

14.2.1	Approve Agreement for Contract Services from 360 Degree Customer Inc. for Expanded Learning Opportunities Program for the 2025-2026 School Year	**108-111**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

14.3 Human Resources:

14.3.1	Adopt Resolution No. 25-03 Authorizing Teachers to Teach Outside Their Credential Authorization	**112-114**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.2	Acknowledge New Administrative Regulation 4112.21 District Interns (Second Reading)	**115-122**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

14.3.3	Adopt Revisions to Board Policy 4117.2, 4217.2, 4317.2 Resignations (Second Reading)	**123-125**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.4	Adopt Revisions to Board Policy 4119.22, 4219.22, 4319.22 Dress and Grooming (Second Reading)	**126-129**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.5	Adopt Revisions to Board Policies 4127, 4227, 4327 and Acknowledge Revisions to Administrative Regulations 4127, 4227, 4327 Temporary Athletic Team Coaches (Second Reading)	**130-143**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.6	Approve New Job Description for Director of ELOP and School Readiness	**144-148**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.7	Approve Revised Job Description for Health Technician/LVN	**149-151**
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 23, 2025
    - **17.2** October 28, 2025
    - **17.3** November 12, 2025 (Wednesday)
    - **17.4** December 9, 2025

18. **Upcoming Events:**

18.1	October 6 – 10, 2025	No School, Fall Break
18.2	October 20, 2025	No School, Parent/Teacher Conferences
18.3	November 10, 2025	No School
18.4	November 11, 2025	No School, Veteran's Day

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

Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, August 26, 2025

6:40 PM: **1-3.** President Silcox called the meeting to order and adjourned to closed session.

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

7:02 PM **5.** President Silcox called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session:

6a	Action Taken on Finding of Facts: 24/25#62
3.2.1	
Action:	Secker, Cheeseman. **Vote:** Yes-7; No-0; Absent-0.
6b	Report Out of Action Taken on Reinstatements: AR#25-26/#06, AR#25-
3.2.2	26/#07
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6c	Report Out of Action Taken on Early Graduation: WHS#10352808
3.2.3	
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6d	Report Out of Action Taken on Approve Funding for Confidential
3.2.4	Settlement Agreement
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
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:	Approved. **Vote:** Yes-7; No-0; Absent-0.

Minutes: **7. Approve Regular Minutes of August 12, 2025.**
Action: Hawkins, Traina. **Vote:** Yes-6; No-0; Absent-0; Abstain-1 (Silcox).

Audience: Stacy Johnson, Kaleigh Felisberto, Jason Noll, Erin Quintana, Edgar Medina, Heather Corbett, Cecilia Apley, Edgar Medina, Eva Medina, Ansley Williams, Jasmine Williams, Francesca Sanchez, Jesus Sanchez, Mohammed Malikzeel, Florencia Jimenez, Julie Reibenschuh, Leslyn Anaya, Gabriela Rivera, Araceli Magana, Gulalai Akbari, Dayson Balsano, Violet Howard, Khloe Poet, Nico Cosprasencia, Alexandra Larson, Leyah Pena, Jake Hallen, Nicolette Hollins, Sarem Girmai

Student Rep Reports: **8.1 Kimball High:** Sarem Girmai shared what has been going on at Kimball in the first month of school. Learning Labs have been launched. Teachers are scheduled for various subjects on different days for drop-in tutoring services. A schedule is maintained on the KHS website. Leadership students from KHS, WHS, and THS, came to the Kimball campus for a leadership retreat where they were able to hear from quest speaker, Scott Bachovich, and learned of activities that benefit the entire

school. They held their kickoff week/rally to welcome the students back and to pick up the school spirit. The week included different dress-up days and games. During back-to-school night, parents went to their students' classes to meet the teachers and learn more of what their students were experiencing in class. Tomorrow club rush week starts. This is an opportunity to share information with the student body and gather signups. The cheer team is hosting a clinic for TUSD students grades K-8. It will consist of two practices and a performance during half time.

Alternative Education: Nicolette Hollins is a student at Stein High School. Stein is a small school designed for students who need to catch up on credits. They offer a lot of opportunities to get ahead in life. During back-to-school night, parents had the opportunity to learn more about the school. Stein is hosting a volleyball tournament on September 19th. At the Alternative Education campus, students receive one on one help and have a close community. The Barbering Academy allows students to work towards a barbering license.

Tracy High: Violet Howard-Menteer is Tracy High's Outreach Representative. THS had many retirements over the summer and has welcomed their new Activities Director, Dr. Joshua Gomez-Zavala. KCRA was on campus for their first day of school celebration. They started off the school year with back-to-school spirit days, finishing the week with a rally and their first home football game which was the Cross Town Classic against WHS. This week they hosted club rush week, welcoming new clubs, boosting service clubs, and encouraging students to get into their hobbies with Baking Club and Drama. ASB held a water balloon fundraiser that made over $200. For $1 individuals had the opportunity to throw a water balloon at their executive board.

West High: ASB Class President, Alexandra Larson, and Leyah Pena ASB Treasurer, provided a WHS update. Lucia Noor Behnam was unable to attend. They had their annual red-carpet event for the first day of school. Students were greeted by leadership who cheered them on upon arrival for the first day. Their first week began with a movie night for seniors where they watched Cars in the cafeteria. During rush week they had music and performances by many clubs. Students had the opportunity to see firsthand the pride they take in their school. West's first home game is this Friday. They hope to see everyone there in extreme blue and gold.

Recognition & Presentations:

9.1 North Elementary School North Principal, Susan Hawkins, and Assistant Principal Susan Deol, presented with the help of North kindergarten students who shared a song for the board and cabinet members. 600 students took part in Lions' Day; a day to prepare students for the first day of school with an opportunity to meet the staff. Each morning students are welcomed at the gate with high fives and positive conversation. Students get into their lines, hear announcements, and say the pledge of allegiance. They hold regular spirit days, such as Wear It Wednesday, where students dress for college and career and Spirt Friday when students dress in Lions gear or their school colors. Students build social skills during lunch, playing games, working in the library, and socializing. At North they are proud of the strong

relations they build with their families and community partners. Last year they saw an improvement in many areas on the academic dashboard and are seeing growth in learning already in the first few weeks of school.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

Hearing of Delegations

11. Cecilia Apley spoke of concerns regarding ELOP and how the funds are being used. She encountered many issues registering for the Boys and Girls Club and was placed on the waitlist. This has been a hardship for her family. She feels, with over $11,000,000 in funding allocated for expanded learning, TUSD has an obligation to ensure equitable access to all students not just priority populations. She is concerned for other families that may not have the digital literacy to overcome these failures. She urges the board to act on the access issues and to work with their partners. She would like information if there are any other after-school options.

Heather Corbett is a former head volleyball coach at WHS. She wants to raise an issue with accountability. Policies should be enforced equitability and consistently. Written policy exists, but she feels enforcement disappears when it is time to apply it. When administration or employees ignore Uniform Complaint Procedures or fail to conduct investigations, there is no accountability. Updating policy language is not enough. She asks if this board will ensure all policies are enforced and to make commitment to real accountability.

Heather Corbett spoke of her concern regarding transparency with closed session and general session line items, specifically related to settlement agreements and student discipline. Per the Brown Act, the public should be informed of all business conducted on their behalf. She feels the closed session items are too brief, for example, the Finding of Facts descriptions are so vague that they give the public no way to know if it is discussing a student bringing a gun to school or smoking cigarettes. In a past meeting, she had to dig through 300 pages to learn that a claim under review was for a loss of liability. She feels that serious and relevant matters deserve public clarity, and the agenda should reflect that. Other districts have found ways around this without violating privacy laws.

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

Opened Public Hearing 7:33 P.M
No public comments were received.
Closed Public Hearing 7:33 P.M

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

13.1 **Administrative & Business Services:**

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

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

13.2 **Educational Services:**

13.2.1 Approve Revisions to the TUSD EL Program Task List

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

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

13.2.4 Ratify Agreement for Contract Services to Provide Gang Intervention Training for TUSD Staff

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

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

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

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

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

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

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

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

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

13.2.14 Approve Agreement for Special Contract Services with Child Abuse Prevention Council (CAPC) for the 2025-2026 School Year

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

13.2.16 Ratify Contract Service Agreement with Pawar Transportation for the 2025-2026 School Year (Separate Cover)

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

13.2.18 Approve Special Contract Services Agreement with Academic Behavior Consultants Psych Group for Two Independent Education Evaluations (IEEs)

13.2.19 Approve Special Contract Services Agreement with Allyson Moore Consulting for an FBA Independent Education Evaluation (IEE)

13.2.20 Approve Special Contract Services Agreement with Integrated Pediatric Therapy for an Occupational Therapy (OT) Independent Education Evaluation (IEE)

13.2.21 Agreement for Special Contract Services with Speech Therapy & Accent Group for an Independent Education Evaluation (IEE) for a Speech Assessment

13.3 Human Resources:

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

13.3.2 Approve Classified, Certificated and/or Management Employment

Action Items:

14.1 Administrative & Business Services:

14.1.1 Approve Amended 2025 Board Meeting Calendar

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

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

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

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)

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

14.1.4 Adopt Revised Board Policy and Administrative Regulation 5030 Student Wellness (Second Reading)

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

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

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

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

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

14.3 Human Resources:

14.3.1 Adopt Revisions to Board Policy 4111.2, 4211.2, 4311.2 Legal Status Requirement (Second Reading)

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

14.3.2 Acknowledge Revisions to Administrative Regulations 4111.2, 4211.2, 4311.2 Legal Status Requirement (Second Reading)

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

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

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

14.3.4 Adopt Revisions to Board Policy 4117.2, 4217.2, 4317.2 Resignations (First Reading)

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

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

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

14.3.6 Acknowledge Revisions to Administrative Regulation 4112.21 District Interns (First Reading)

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

Heather Corbett addressed the board regarding Action Item #14.3.7. She asks for additional language prior to a vote for a change to the existing board policy. Education code 44919 states that any certified teacher employed by the district, who applies for a coaching position, and meets qualification criteria, shall be first offered the role. She asks that this board evaluate the interpretation of this language and revise the board policy accordingly. Qualified coaches should not be replaced due to a certificated teacher expressing interest. This creates a loophole that allows administrators to remove coaches regardless of their success, student rapport, or contributions. The Ed Code establishes preference but doesn't mandate the replacement. She asks for a provision that protects coaches from arbitrary removal and asks that the board understand replacing the coach has a cost that the athletic budget will incur when teachers must leave their classrooms for competitions.

Ms. Jalique, Associate Superintendent of Human Resources, informed, per Ed Code, if there is a qualified certificated applicant who applies for an open coaching position, they are to be given preference for the position. If they are qualified to teach the sport, the district is obligated to give them the coaching position over a walk-on coach.

14.3.7 Adopt Revisions to Board Policies and Acknowledge Revisions to Administrative Regulations 4127, 4227, and 4327 Temporary Athletic Team Coaches (First Reading)

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

Board Reports: Trustee Traina was impressed with the school reports and the new students that are going to keep the board in touch with what's happening across the high schools. You could feel the energy in the room when North School presented, it is reflected in their social and academic programs. She loves the promotion of college and career with Dress Up Wednesday. Trustee Secker shared that the Breakfast Lions had all three high school football coaches come to speak with them last Thursday. They were working on ensuring the respect of the players for each other and their community. It hit him that these coaches are being role models for the kids, and they see what it means to give back to the community. Listening to the students speak is Trustee Cheeseman favorite part of a board meeting. Public speaking helps them prepare for future projects they will face and it's fun to see where they start out and how much they progress over the school year. Trustee Alexander also enjoys hearing the youth talk of activities at each high school. They are brave to speak in front of adults. There is a lot already happening in the first weeks of school. Trustee Hawkins loves to hear from the students and how education impacts them. Trustee Fagin felt the high school representatives were amazing. They are so busy with the time they put in. He was thankful for the citizen participation and appreciated different points of view from the community. Trustee Silcox passed on comment.

Superintendent Report: Dr. Pecot passed on comment.

Adjourn: 7:51 P.M

_____ _____

Clerk Date

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 25, 2025
SUBJECT: **Authorize Associate Superintendent of Business Services to Enter into an Agreement to Dispose of Damaged, Obsolete, and Surplus Furniture, Computers, and Equipment through Disposal Service**

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

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

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

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

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

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

Or

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

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

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

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

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

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

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

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

FUNDING: Proceeds from the sale of the non-repairable instruments will go into the general fund.

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

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

NON-REPAIRABLE INSTRUMENTS

ITEMS
Mendini MFE-PK Flute
Getzen 300 Trumpet
Mendini Alto Sax
Selmer CL300 Clarinet
Vito Alto Sax
Antigua Tenor Sax
King 615 Tenor Sax
Holton T602RC Trumpet
Barrington French Horn

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: August 27, 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 Depot 172 – Costco donated a $500.00 gift card for school supplies. TUSD will use the funds to purchase items to support students in need.

Donations Received by Kimball High School /Tracy Unified School District:

1. F & S Habib Dental Corp. DBA Corral Hollow Family Dental - $500.00, check #1486. The donation will go towards supplies for leadership events.
2. Radius Recycling, Inc. - $1,500.00, check #6306534. Donation will be used towards gear needed for our football program.
3. Red Tiger Properties LLC. - $500.00, check #6385204470. Donation will go towards items needed for our Girls' Basketball teams.
4. Christina Romeril - $500.00, check #6386. Donation will go towards supplies and uniforms needed for the Flag Football Program.
5. Safe Cone Zone - $1,500.00, check #1168. Donation will go towards supplies for the Girls' Volleyball teams.
6. Tracy Ford - $2,000.00, check #67122. Donation will go towards supplies for the Football teams.

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

1. Rhodes-Stockton Bean Co-op - $500.00, check #22231. Donation will go towards Douglas V. Hensley Scholarship #1143.

Donations Received by South/West Park Elementary School /Tracy Unified School District:

1. DonorsChoose – Mrs. Terriquez Classroom Project - $500.00 value. Donation of one Carpets for Kids KID$Value PLUS Steam Carpet and one True Image Compatible 410A 410X Toner Cartridge.
2. DonorsChoose – Ms. McNeely Classroom Project - $500.00 value. Donation of Astrobrights color paper, Warmies Hugs sloth microwavable (stuffed animals) x 6, Warmies Junior microwavable stuffed animals x 11.
3. DonorsChoose – Ms. Ybarra Classroom Project - $500.00 value. Donation of one Rocket Pen Reading Tutor, two packs of Bouncy Band Wiggle Feet, two Starfish Ball chairs, books, games and a Kinetic Sand box.

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

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

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

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

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

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

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

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

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

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

2025/2026 School-Connected Organization Booster Clubs

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

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

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES
September 9, 2025

A.

Vendor:	North American Technical Services
Sites:	North, Freiler, Jacobson and Poet
Item:	Proposal
Services:	DSA In-Plant Inspection for the Relocatable Classrooms
Cost:	$14,400.00
Project Funding:	25 Capital Facilities Fund

B.

Vendor:	Opening Technologies, Inc.
Sites:	DEC/Facilities
Item:	Proposal
Services:	Provide and install 100 key cabinets and subscription.
Cost:	$133,665.00
Project Funding:	Measure O Funding

C.

Vendor:	Foster & Foster Actuarial Service
Sites:	DEC/Financial Services
Item:	Proposal
Services:	Compliance with GASB 101 accumulated sick leave for financial statements.
Cost:	$2,500.00
Project Funding:	01 General Fund

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 25, 2025
SUBJECT: **Ratify Agreement for Contract Services Between SJCOE Math Department and Central School for the 2025-2026 School Year**

BACKGROUND: Central School is partnering with the San Joaquin County Office of Education (SJCOE) Math Department to provide professional development throughout the 2025–2026 school year. SJCOE's team of math specialists provides research-based, standards-aligned instructional support grounded in the Common Core State Standards for Mathematics. Together, Central and SJCOE will focus on student-centered strategies, math content development, and pedagogical training tailored to the needs of Central's staff and students. This collaboration supports Central's instructional goals and aligns with the school's Single Plan for Student Achievement (SPSA).

RATIONALE: This professional learning will consist of three Early Release Mondays (ERMs), four full days of staff professional development, and four full days of in-class coaching support. This aligns with Strategic Goals #1 of our SPSA to prepare all students for college and career readiness. Services will begin after Board Approval.

FUNDING: The cost, not to exceed $19,100.00, will be paid through Title 1 funds.

RECOMMENDATION: Ratify Agreement for Contract Services Between SJCOE Math Department and Central School for the 2025-2026 School Year.

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

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

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

Memorandum of Understanding
San Joaquin County Office of Education (SJCOE) and
Central Elementary (Central)

This agreement by and between the San Joaquin County Office of Education (Math Department), hereinafter referred to as SJCOE, and Central Elementary, hereinafter referred to as (Central), is for the purpose of providing Math Professional Learning.

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

I. SCOPE OF WORK

Services provided will include three (3) ERMs, four (4) full days of professional development (PD) days, and four (4) full days of in-class support.

II. TERMS OF AGREEMENT

This agreement will be in effect July 1, 2025 - June 30, 2026.

III. COMPENSATION

Central will pay SJCOE for three (3) ERMs at the rate of $1,300 per day totaling $3,900, four (4) full days of professional development (PD) days at the rate of $2,500 per day totaling $10,000, and four (4) full days of in class support at the rate of $1,300 per day totaling $5,200. The grand total of all services will be $19,100. Services provided not to exceed $19,100 and will be paid upon receipt of invoice no later than June 30, 2026.

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

2. Have you or any of your employees previously been employed by the SJCOE? ☐ Yes ☐ No
3. Are you or any of your employees a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) member? ☐ Yes ☐ No If yes, which system? (CalPERS) ☐ (CalSTRS) ☐
4. Are you, any of your employees or sub-contractors a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) retiree? ☐ Yes ☐ No If yes, which system? (CalPERS) ☐ (CalSTRS) ☐

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

IV. CERTIFICATION OF NON-EMPLOYEE STATUS

A. SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as an employee of Central. Central agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of SJCOE against any and all claims which may result from this agreement.

B. SJCOE agrees to make no claim against Central for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agree that SJCOE is not entitled to such benefits.

SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Katie Wipfli, Division Director of STEM, WD&I

07/07/2025
Date

Warren Sun

Warren Sun, Division Director of Operations

07/07/2025
Date

CENTRAL ELEMENTARY SCHOOL

April Jacobs, Principal

07/07/2025
Date

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide Math professional learning for the 2025-2026 school year. Professional Learning will consist of three ERMs and four full days of professional development and four full days of in-class support.

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

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

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

   a. District shall pay $19100 per [ ] **HOUR** [ ] **DAY** [x] **FLAT RATE**, not to exceed a total of $19100. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on July 1, 2025, and shall terminate on June 30, 2026.

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

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

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Delgel Pabalan Digitally signed by Delgel Pabalan Date: 2025.08.06 22:27:23 -07'00'

Contractor Signature Title

IRS Identification Number

STEM Director

Title

2707 Transworld Dr, Stockton, CA 95206

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 1, 2025
SUBJECT: **Ratify Master Contract (MC) for Summa Academy NPS for the 2025-2026 School Year**

BACKGROUND: Board approval is requested to contract with Non-public school (NPS) placement of Special Education students at Summa Academy. The District's Special Education administration would like to contract with Summa Academy for the 2025-2026 school year to provide placement pursuant to students and their IEP. This ratification is requested at this time to keep in compliance with the students' IEP.

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

FUNDING: Expenses for 2025-2026 regular school year and related services will not exceed $300,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract (MC) for Summa Academy NPS for the 2025-2026 School Year.

Prepared by: Jason Davis, Director of Special Education.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 22, 2025
SUBJECT: **Approve Agreement for Monte Vista Middle School Sixth Grade Students to Attend Exploring New Horizons Science Camp at Sempervirens in Santa Cruz County, California from October 27 to October 30, 2025**

BACKGROUND: The Monte Vista Middle School sixth grade class and teachers will travel to the Exploring New Horizons camp at Sempervirens in Santa Cruz County for science camp.

RATIONALE: Science camp provides students with the opportunity to learn about science in a relevant and engaging environment where they can collaboratively observe and explore concepts. This educational opportunity aligns with 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.) This also aligns with the district's emphasis on STEM education.

FUNDING: Camp registration costs for Exploring New Horizons will be approximately $248 per student. District science camp funds will cover 30% of registration and bussing costs for this trip. Additional personal funds/fundraising per child will cover the unpaid balance of registration and bussing, teacher science camp stipends for five chaperones, and substitute coverage.

RECOMMENDATION: Approve Agreement for Monte Vista Middle School Sixth Grade Students to Attend Exploring New Horizons Science Camp at Sempervirens in Santa Cruz County, California from October 27 to October 30, 2025.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Exploring New Horizons, 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 food, lodging, and science program to Monte Vista 6th grade students from 10/27/25 to 10/30/25 for $46,376 as follows:

   170 students x $248 = $42,160

   17 chaperones x $248 = $4,216

   5 teachers x $0 = $0

   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 ( ) [ ] **HOURS** [x] **DAYS**, under the terms of this agreement at the following location Exploring New Horizons Camp.

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

   a. District shall pay $46,367 per [ ] **HOUR** [ ] **DAY** [x] **FLAT RATE**, not to exceed a total of $46,367. 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 10/27/25, and shall terminate on 10/30/25.

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

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

7. Contractor shall contact the District's designee, Heather Reyburn, at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

   b. Contractor [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

Docusign Envelope ID: BC1821EA-E4E3-4788-BEF6-6317BA2B8B0D

EXPLORING NEW HORIZONS
PROGRAM SERVICE AGREEMENT
(Sempervirens)

THIS AGREEMENT (the "Agreement") is entered into as of 08/20/2025 between EXPLORING NEW HORIZONS ("ENH"), a California nonprofit public benefit corporation, and Monte Vista Middle School, a California School (the "School"). ENH and the School are collectively referred to herein as the "Parties."

1. Background

ENH is a California nonprofit organization dedicated to engaging school groups in outdoor education programs that empower students, build environmental literacy, and strengthen school communities. The proprietary methodologies and materials used and shared by ENH in working with its clients reflect years of development. The School wishes to obtain services from ENH on the basis set out in this Agreement.

WHEREAS ENH is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and corresponding provisions of state law; WHEREAS, the charitable purposes of ENH include conducting outdoor education for school children as part of their regular school education curriculum; and WHEREAS, ENH's provision of services to the School pursuant to this Agreement will fall within the scope of ENH's charitable purposes; NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

2. Services

2.1. Term

Subject to the terms and conditions set forth in this Agreement, ENH shall provide on behalf of the School 1 4-day Outdoor Education Program(s) (the "Program"), to be conducted at the Sempervirens Campus of ENH at 3100 Bean Creek Road, Scotts Valley, California (the "Program Location") during the period of 10/27/2025-10/30/2025 (the "Term").

2.2. Participants

(a) For the purposes of this Agreement, any Student, Minor Cabin Leader, Adult Chaperone, Teacher, Aide, or Visiting School or District Employee shall be considered a Participant.

(b) Adult Participants (defined as any person 18 years of age or over)

(i) All Teachers, administrators, or other school staff must abide by the policies and procedures described in the Teacher Handbook.

(ii) All Adult Chaperones must abide by the policies and procedures described in the Cabin Leader and Chaperone Handbook. ENH may remove any Chaperone from the Program who is not fulfilling the obligations outlined in the Handbook. ENH shall not be responsible for transporting dismissed Chaperones from the Program Location. The School shall not be entitled to any refund of any portion of the Fee for any Chaperone who leaves the Program.

(iii) Chaperones are required to remain onsite for the duration of the trip. Chaperones are responsible for student welfare for the duration of the trip, including during recreation/transition times and at night. Chaperones will stay in the cabins with students.

(iv) If the School elects to bring minor Cabin Leaders, the School shall also be responsible for providing a minimum of one adult Chaperone per building, generally calculated as one adult per two cabins or 20 students. This Chaperone would be responsible for the supervision of minors overnight.

(v) The School will recruit and transport all Chaperones to the Program.

(vi) The School will ensure Chaperones have appropriate criminal background checks as required by law prior to the trip. ENH may request a list of Chaperones, clearance dates, and any other pertinent information.

(c) Minor Participants (defined as any person under the age of 18)

(i) All Minor Cabin Leaders must abide by the policies and procedures described in the Cabin Leader and Chaperone Handbook.

(ii) ENH may remove any Minor Participant from the Program who, in ENH's sole discretion, creates a significant disciplinary problem for the Program staff or who otherwise disrupts the Program. ENH shall not be responsible for transporting such Participants from the Program Location in the event of removal from the Program. The School shall not be entitled to any refund of any portion of the Fee for any Participant who leaves the Program for disciplinary reasons.

(iii) The School will recruit and transport all Cabin Leaders to the Program.

(iv) Cabin Leaders are required to remain onsite for the duration of the trip. Cabin Leaders are responsible for student welfare for the duration of the trip, including during recreation/transition times and at night. Chaperones will stay in the cabins with students.

(v) If the School elects to bring minor Cabin Leaders, the School shall also be responsible for providing a minimum of one adult Chaperone per building, generally calculated as one adult per two cabins. This Chaperone would be responsible for the supervision of minors overnight.

(vi) The School will ensure Cabin Leaders have appropriate criminal background checks as required by law prior to the trip. ENH may request a list of Cabin Leaders, clearance dates, and any other pertinent information.

2.3. Number of Participants per Program

(a) Number of Students per Program 170

(b) Minimum number of students per Program (90% of estimated students listed in 2.3(a)) 153

(c) Classroom teachers per Program (minimum 1 per 30 students) 5

(d) Cabin Leaders or Chaperones per Program (minimum 1 per every 10 students) 17

2.4. Participant Medical Forms and Waivers

Prior to the beginning of the Term, the School shall cause the Participant, or a parental guardian thereof, to sign a waiver with respect to such participation and shall cause each executed waiver to be delivered to ENH prior to the commencement of the Program. No Participant shall be enrolled or allowed to participate in the Program without first providing such executed waiver to ENH. This requirement applies to all persons, including students, teachers, aides, cabin leaders, chaperones, and visiting school and district staff.

2.5. Activities and Materials

ENH shall organize and conduct the outdoor educational activities and provide all materials and supplies required to implement the Program.

2.6. Pre-Program Orientation

(a) Teacher Meeting: ENH will conduct an online teacher meeting with the classroom teachers at times mutually acceptable to the Parties to answer any questions and discuss required documents, procedures, and specific needs.

(b) Parent Presentation: ENH will provide the School with the link to an online narrated orientation slideshow and supplemental documentation, including a FAQ and contact email address and phone so parents/guardians may contact ENH directly with questions. The classroom teachers will share this link with the Participants so that Participants or their guardians can watch it at any time and contact ENH with any questions.

(c) Student Presentation: ENH will provide the School with the link to a student presentation that the classroom teachers will show to their students.

2.7. Room and Board

ENH shall provide for the duration of the Term housing and meals for all Participants whose numbers are estimated in Section 2.3.

2.8. Transportation

(a) The School shall be responsible for arranging transportation to and from the Program Location, including transportation for all Participants.

(b) ENH shall provide a vehicle to transport materials and supplies as required by the Program and to serve as an on-site non-emergency vehicle whenever possible. In the event of a non-emergency medical situation and whenever possible, an ENH staff member will accompany the classroom teacher and student to the hospital.

(c) ENH recommends each school have at least one Teacher or Chaperone drive to the Program Location.

(d) If the School requires assistance coordinating traveling to and from our second day Program Location, ENH can on behalf of the School organize transportation with our verified school transportation vendor. All costs incurred will be the responsibility of the School and will be invoiced.

3. Compensation

3.1. Payment

ENH shall receive compensation for services rendered under this Agreement in accordance with the rates of services set forth below in Section 3.2. "Compensation, Fee and Rates."

3.2. Fee and Rates

Students at Full Price	$ 484	x	170	=	$ 82,280
Less Equity Discount	– $ 236	x	170	=	– $ 40,120
Student Subtotal	**$ 248**	**x**	**170**	**=**	**$ 42,160**
Cabin Leaders/Chaperones	**$ 248**	**x**	**17**	**=**	**$ 4,216**
Teachers/Aides	**$ 0**	**x**	**5**	**=**	**$ 0**
	Total		**192**		**$ 46,376**

3.3. Maximum Number of Teachers

The maximum number of teachers that may attend free of charge is based on the number of classes attending. If additional teachers or support staff attend, then the school may be charged at the chaperone rate and chaperone duties may be assigned.

3.4. Exclusive Use

ENH requires a minimum of 180 Participants (160 students, 16 chaperones, and 4 teachers) for exclusive Program use. If the School brings fewer than the minimum and requests exclusive use, the school will be charged for the minimum of 180 Participants.

3.5. Payment Schedule

(a) A minimum of 90% of Student Fees & 100% of Chaperone Fees are due no later than 30 days before the School attends.

(b) The remaining balance due for Students and Chaperones in attendance is due no later than 15 days after the Program ends.

(c) The School shall remit all payments to:

Exploring New Horizons
101 Cooper Street
Santa Cruz, CA 95060

3.6. Default

If the School fails to make any payment pursuant to Section 3.5 within ten (10) days after the date on which such payment was due, ENH may in its discretion (a) continue to conduct the Program, in which case ENH shall have the right to enforce all its rights and remedies granted by this Agreement, including, without limitation, the right to collect the Fee, or (b) cancel or suspend the Program, in which case ENH shall be entitled to recover from the School any amount necessary to compensate ENH for all detriment proximately caused by the School's failure to perform its obligations under this Agreement, including without limitation the amount ENH would have earned by providing services to another organization or organizations during the Term. At ENH's

discretion, unpaid installments of the Fee under the terms of this Agreement may bear interest from the date due at the maximum rate then allowable by law. ENH's remedies are not exclusive and are cumulative with any other remedies allowed by law.

4. Cancellation

4.1. In the event the School cancels its participation in the Program more than 120 days prior to the beginning of the Term, the School shall promptly notify ENH in writing of such cancellation and shall pay to ENH at the time of such notice of cancellation the sum of fifty percent (50%) of the total fee for the minimum number of students in Section 3.2.

4.2. In the event the School cancels its participation in the Program less than 120 days prior to the beginning of the Term, the School shall promptly notify ENH in writing of such cancellation and shall pay to ENH at the time of such notice of cancellation the sum of the total fee for the minimum number of students in Section 3.2.

4.3. The School may offset against the cancellation amount any payments already made by the School to ENH. ENH shall refund any overages paid by the School.

4.4. The cancellation amount shall be determined based on the minimum number of students and rates set forth in Section 3.2.

5. Force Majeure and Alternate Sites

5.1. Neither party will be required to perform or be held liable for failure to perform if, beyond the control of either party, nonperformance is caused by destruction, material damage, or other unavailability of facilities at the Program Location; strikes or other labor disputes; national emergency, acts of God, the elements, power failures, computer system hacking, or software or hardware failures; or any other causes beyond the control of the party unable to perform. The non-performing party will notify the other of such problems and will use reasonable efforts to address the problem and carry out its obligations.

5.2. If ENH is unable to perform the Services due to unavoidable causes such as fire damage to the Program Location or other loss of facilities prior to the beginning of the Term, ENH shall notify the School and shall refund all portions of the Fee previously deposited by the School to ENH. If such damage or loss of facilities occurs at any point during the Term such that ENH is unable to continue conducting the Program, ENH shall notify the School, and the School shall be responsible for paying only the amount of the Fee proportionate to the period of the Term during which ENH actually provided the Services.

5.3. If the Program Location becomes unavailable due to circumstances beyond ENHs' control, including, but not limited to, natural disasters, loss of lease, and eminent domain proceedings, ENH reserves the right to provide an alternate site location with the same or similar services, for the same dates, and at the same price. If ENH is not able to offer an alternate site location with the same or similar services, for the same dates, and at the same price, ENH will make every effort to offer the School alternate dates, services, and/or pricing at another location and come to an agreement with the school on the alternate offer. The School may elect to accept the alternate offer or terminate this Agreement. In the event the School elects to terminate the Agreement, all funds will be returned by ENH to the School.

6. Representations and Warranties

Each Party represents and warrants that (i) it is duly organized, validly existing, and in good standing under the laws of its state of incorporation, (ii) it has the legal right, power, and authority to execute, deliver, and perform its obligations under this Agreement, and (iii) all approvals requisite to the valid and binding execution, delivery, and performance of this Agreement by such Party have already been obtained and are in full force and effect.

7. Relationship

7.1. Independent Entities

ENH is an independent organization and is solely responsible for performing the Services. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither the School nor ENH have the power or authority to bind or obligate the other to a third party or commitment in any manner. ENH and the School will each have sole responsibility for its own employees and for the planning, management, and implementation of its own activities relating to the Services. The School shall not have any right to direct or control the Program or the means, manner, or details by which ENH provides the Services. ENH may, in its sole discretion, supervise chaperones, its staff, and other employees or agents as it deems necessary or convenient to perform the Services.

7.2. External Communication

ENH may, subject to Section 8 of this Agreement, identify the School, or its District, as a client or "school partner" in internal and external communications, including, but not limited to, on ENH's website and in ENH's outreach materials. ENH and the School, or its District, may issue press releases and other public statements relating to the Program, including, but not limited to, reporting Program results or outcomes in accordance with Section 8.

7.3. ENH Relationships with Other Schools

The School acknowledges that ENH provides outdoor education services at the Program Location and other locations, that such services are similar to the services that ENH will provide under this Agreement, and that nothing in this Agreement shall be deemed to restrict or prohibit ENH from providing services to other organizations that are the same as or similar to the Services described herein.

8. Confidential Information

8.1. Non-Disclosure

Neither ENH nor the School will disclose to any third party any confidential or proprietary information, including, without limitation, employee and student data, budget and other financial data, product plans and strategies, technical data and research, know-how, and other information which the disclosing party considers to be confidential ("Confidential Information"), for any purpose other than performance of the Services, without first having obtained the prior written consent of the other party. For clarity, the School's name and general information about the scope of Services are not considered Confidential Information.

8.2. Exceptions

Notwithstanding the provisions of Section 8.1, Confidential Information will not include information (i) already known to the receiving party (without improper conduct or breach of an obligation) prior to disclosure to the receiving party by the disclosing party, as established by documentary evidence; (ii) entered into the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) rightfully received by the receiving party from a third party without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) approved for release by written authorization of the owner of the Confidential Information; or (v) independently developed by a party without access to the Confidential Information of the other party.

9. Insurance and Indemnification

9.1. Insurance

ENH shall maintain appropriate coverage for its Program activities under this Agreement and provide accident and health coverage for all Participants. The School shall maintain such general liability insurance as the School is required by law to maintain and shall include ENH as additional insured on such policy. Upon request of either Party, the other Party shall provide certificates of such insurance.

9.2. Indemnification

ENH and the School, or its district, will each defend, indemnify, and hold the other and the other's directors, officers, employees, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including, but not limited to, reasonable attorneys' fees and expenses, resulting from its own performance of activities under or breach of this Agreement. Neither Client nor District will have any obligation to indemnify the other to the extent the liability is caused by the other's gross negligence or willful misconduct.

9.3. Limitation of Liability

Neither ENH nor the School, or its district, will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if either party has been apprised of the likelihood of such damages.

10. General Provisions

10.1. Entire Agreement and Amendments

(a) This Agreement shall supersede any prior oral or written understandings or communications between the Parties and constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both Parties hereto.

10.2. Severability and Waiver

(a) The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof.

(b) The failure of either Party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

10.3. Compliance with Law

ENH and the School will comply with applicable law, including, but not limited to, laws relating to student safety, data collection, security, use, disclosure, and privacy. ENH will comply with Equal Employment Opportunity laws and not discriminate against any employee or applicant on the basis of race, color, religion, sex, sexual orientation, disability, or national origin.

10.4. Assignment

This Agreement shall not be assignable by either Party without the prior written consent of the other Party.

10.5. Notices

(a) Notices, requests, waivers, approvals, consents, demands, and other communications under this Agreement must be in writing and delivered to the School and ENH by mail, courier, fax, or email to the lead contact persons identified below.

(b) If to the School:

School Name: Monte Vista

Address: 751 W Lowell Ave

Administrator Name: Heather Reyburn

Email: hreyburn@tusd.net Phone: 209-830-3340

Billing Contact: Heather Reyburn

Email: hreyburn@tusd.net Phone: 209-830-3340

(c) If to ENH:

Exploring New Horizons
Joshua Lanam, Executive Director
101 Cooper Street, Santa Cruz, California 95060
josh@exploringnewhorizons.org, (831) 200-8998

10.6. Arbitration

The Parties agree that, with respect to all controversies, claims, disputes or counterclaims arising out of or relating to this Agreement, the Services or the Program, whether it involves a disagreement about the meaning, interpretation, application, or validity of this Agreement, and whether based on statute, tort, contract, common law, or otherwise (a "Dispute"), to attempt to resolve the Dispute by good faith negotiation. If the Parties are unable to resolve the Dispute by good faith negotiation, either Party may refer the matter to binding arbitration. The arbitration shall take place in the County of Santa Cruz, State of California in accordance with the rules of the American Arbitration Association then in effect. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction.

10.7. Attorneys' Fees

If either party commences an action against the other party arising out of or in connection with this Agreement, or for interpretation of any of its provisions, including without limitation an

arbitration pursuant to Section 9.6, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees and court costs, from the other party.

10.8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The School and ENH consent to the exclusive jurisdiction of the state and federal courts for Santa Cruz, California.

10.9. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

EXPLORING NEW HORIZONS

Date: 8/22/2025

By: Signed by: 04D50A0831DA4E8...

Print Name: Joshua Lanam

Title: Executive Director

AUTHORIZED SCHOOL REPRESENTATIVE

Date: 8/22/2025

By: DocuSigned by: 1AAD91EA2B0E408...

Print Name: Tania Salinas

Title: Associate Superintendent

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 18, 2025
SUBJECT: **Approve Agreement for Contract Services Between Operation Scholars and North School for the 2025-2026 School Year**

BACKGROUND: Operations Scholars is dedicated to creating a safe and supportive environment where youth can explore their identity, build character, and achieve their academic and personal aspirations. Through comprehensive social and emotional counseling, behavioral services, and assessments, the program supports diverse students in their journey toward success. Committed to fostering resilience, self-advocacy, and essential life skills, Operations Scholars empowers students to thrive academically and develop into confident, goal-driven leaders in an ever-evolving world.

RATIONALE: Students who have experienced trauma or exhibit negative and disruptive behaviors are considered high-risk and encounter daily challenges. Operation Scholars will implement Tier 2 whole-child approach interventions to provide support both in and outside the classroom, as well as during before- and after-school programs. This service is designed to help students develop skills in stress management, impulse control, behavioral regulation, respect for others, self-discipline, social awareness, and other key areas that influence behavior. The services of this program are in alignment with TUSD's LCAP Goal# 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The fees shall not exceed $89,936.00. Services will be paid for through the California Community Schools Partnership Program (CCSPP) grant.

RECOMMENDATION: Approve Agreement for Contract Services Operation Scholars for North School For the 2025-2026 School Year.

Prepared by: Mrs. Susan Hawkins, North School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Assign Behaviorist(s) to serve North School. Behaviorist(s) will maintain a caseload of students to support with behavioral concerns and will also be available to respond to behavior-related incidences that occur on campus before, during, and after school hours. Services will not be limited to a specific number of students, provided the caseloads are within the manageable capacity.

   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 1168 ( ) [ ] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location North School.

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

   a. District shall pay $77 per [X] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $89,936.00. 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 September 10, 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, Mrs. Susan Hawkins , at (209) 830-3350 Ext. 7749 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

92-3745845
IRS Identification Number

CEO | Behaviorist
Title

4011 Shorelake Crt, Stockton, CA,
Address

95219

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 20, 2025
SUBJECT: **Approve Agreement for Contract Services Between Parent Institute for Quality Education (PIQE) and North School for the 2025-2026 School Year**

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

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

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

RECOMMENDATION: Approve Agreement for Contract Services Between Parent Institute for Quality Education (PIQE) and North School for the 2025-2026 School Year.

Prepared by: Mrs. Susan Hawkins, Principal, North School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 75 minute sessions via ZOOM to educate parents and increase parent involvement at North School for the 2025/2026 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 day per week for 7 weeks ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location North School.

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

   a. District shall pay $ 12,500 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $ 12,,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on August 20, 2025, and shall terminate on October 15, 2025.

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

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

7. Contractor shall contact the District's designee, Susan Hawkins, at (209) 830 - 3350 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

   b. Contractor [ ] **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
33-0259359	
IRS Identification Number	Date
Executive Director	01-7412-0-1110-2495-5800-800-2732
Title	Account Number to be Charged
3641 Mitchell Suite H	
Address	Department/Site Approval
Ceres, CA 95307	
	Budget Approval
	Date Approved by the Board

SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Mrs. Susan Hawkins, School Principal

From: Gabriela Rios, Executive Director

Date: April 15, 2025

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

RECITALS

Scope of Services: PIQE will provide its **Family Literacy P-3rd Program (P3)** for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Q&A forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to introduce the five elements of literacy equipping families with strategies to support literacy at home.

A. Time of Class: Morning ____ **Evening** ___✓ 6:00 pm____

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

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

Session Dates: **August 20, 2025 - October 15, 2025**

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

© PIQE 2022

D. Cancellation: A class that does not have the minimum number of parents needed to keep the class open might be cancelled by mutual agreement on or before class #3; no classes can be cancelled on or after class #4 in case this happens, the school would have to pay the cost of the agreed class referred in the compensation described above.

Location: **TBD**

School funding: A-G Improvement Grant Funds

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

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

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

Mrs. Susan Hawkins, School Principal — Date: 8/20/2025

Parent Institute Representative:

Gabriela Rios, Executive Director, PIQE

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

© PIQE 2022

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 18, 2025
SUBJECT: **Approve Renewal Quote for Site Subscription Services Between Xello College and Career Software Program and Duncan Russell Community Day School for the 2025-2026 School Year**

BACKGROUND: Students who come to Duncan Russell Community Day School need a great deal of social-emotional, coping and life-skill development. Students need a school environment where they are engaged and have activities they enjoy and are relatable. According to the needs assessment Duncan Russell staff and educational partners' highlights areas identified for growth/improvement needed. Life-skills development and post high school planning have been characterized as areas of need. Duncan Russell teachers and staff will continue to need curriculum and resources for career planning opportunities/activities, college and career readiness planning, and development of life skills that are engaging and relevant.

RATIONALE: Duncan Russell teaching and support staff have a dedicated Study Hall class period for the continued implementation of the Xello learning platform. Xello provides students with modern, secure, engaging experiences and interactive planning tools for Tier 1 support. Xello features learning modules to develop life skills, such as time management, study skills, and decision making, as well as career readiness topics that are geared towards industry relevance and ensuring students are equipped to successfully transition from education to the workforce. Student engagement and motivation are based on individual interests and comprehensive preparation is embedded in the Xello online platform. This agenda item meets SPSA Goal #1: Prepare all pupils for college and careers… and LCAP Goal # 4, Action 4.1 Provide Social-Emotional, Life-Skills, Anger Management Curriculum.

FUNDING: The cost, not to exceed $3,750.00, will be paid by Equity Multiplier Funds.

RECOMMENDATION: Approve Renewal Quote for Site Subscription Services Between Xello College and Career Software Program and Duncan Russell Community Day School for the 2025-2026 School Year.

PREPARED BY: Mrs. Traci L Mitchell, Duncan Russell Community Day School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Online access to college & career readiness platform, SEL/Life Skills component, data integration, implementation services and custom web training.

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

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

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

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

   b. District [ ] **SHALL** [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $ -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 October 1, 2025, and shall terminate on September 30, 2026.

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

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

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

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

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

   b. Contractor [ ] **WILL** [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 25, 2025
SUBJECT: **Approve Agreement for Renewal of Digital Services Between SMORES from SchoolStatus and George and Evelyn Stein High School for the 2025-2026 School Year**

BACKGROUND: George and Evelyn Stein High School serves a highly diverse student body, with nearly 90% of students identified as socioeconomically disadvantaged and close to 30% of English Learners. Family engagement is a critical component of the school's improvement goals, as identified in the SPSA. Surveys and feedback indicate that parents desire more consistent, clear, and accessible communication from school staff. Goal 2 of the SPSA, Positive Learning Environment for All, emphasizes strengthening trust and communication with families.

To address this, the school has invested in monthly digital newsletters (SMORES from SchoolStatus) and principal messages as a strategy to ensure timely updates, highlight opportunities, and provide bilingual outreach when needed. This tool has proven effective in supporting transparency, celebrating student achievements, and connecting families to resources.

RATIONALE: Renewing the SMORES subscription aligns directly with the SPSA's goals to improve parent engagement and school climate. Specifically, the newsletters promote accessibility in that they are mobile-friendly and translated formats, ensuring access for all families. They strengthen engagement through regular communication which builds family trust and helps increase parent comfort in reaching out to staff, a key SPSA metric targeted for growth. Additionally, the newsletters support accountability allowing for consistent outreach to all families, reinforcing transparency in school initiatives, events, and student support. This initiative aligns with SPSA Goal #2.

FUNDING: The cost, not to exceed $1,050.00, will be paid from Title 1 funds.

RECOMMENDATION: Approve Agreement for Renewal of Digital Services Between SMORES from SchoolStatus and George and Evelyn Stein High School for the 2025-2026 School Year.

PREPARED BY: Mrs. Traci L Mitchell, George, and Evelyn Stein High School Principal.

Docusign Envelope ID: 3C66283F-23E9-4A88-A680-71748E51B3A9

SchoolStatus

Client Order

800 Woodlands Parkway, Suite 107
Ridgeland, MS 39157

Quote Number: Q-26752
Quote Expiration Date:

Customer Contact: Traci Mitchell
Title: Principal
Email: tramitchell@tusd.net
Phone:

Prepared Date: 6/26/2025
Prepared By: Joe Malaquias
Contract Term: 12
Start Date: 9/14/2025
Contract End Date: 9/13/2026

Ship To: George And Evelyn Stein Continuation High School
Address: 650 West 10Th St
City: Tracy
State/Province: California
Zip Code: 95376
Country: United States

Bill To: Duncan Russell Community Day School
Bill To Address: 650 W 10Th St
Bill To City: Tracy
Bill To State/Province: California
Bill To Zip Code: 95376
Bill To Country: United States

Products & Services	Quantity	Unit Price	Description	Total
Smore for Teams 9/14/2025 - 9/13/2026	5		Monthly email sends newsletters, analytics, mass notification export, enhanced customer support.	$1,050.00
			Subtotal	**$1,050.00**
			Total	**$1,050.00**

Term (Months)

Subscription Term	Autorenewal Term
12	

Annual Payments	Year 1 9/14/2025
Annual Payments	$1,050.00

Docusign Envelope ID: 3C66283F-23E9-4A88-A680-71748E51B3A9

SchoolStatus

800 Woodlands Parkway, Suite 107
Ridgeland, MS 39157

Client Order

Quote Number: Q-26752

Quote Expiration Date:

Docusign Envelope ID: 3C66283F-23E9-4A88-A680-71748E51B3A9

SchoolStatus

Client Order

800 Woodlands Parkway, Suite 107
Ridgeland, MS 39157

Quote Number: Q-26752

Quote Expiration Date:

The initial term of this Agreement (the "Initial Term") shall be the number of months listed in the above table and, if Auto-Renewal Term is indicated in the above table, the Agreement shall automatically renew for successive terms for the number of years indicated in the table (each a "Successive Term" and together with the Initial Term, the "Term") unless either Party provides written notice at least 60 days prior to the end of such Initial or Successive Term or this Agreement is terminated sooner pursuant to Termination section of the Master Services Agreement that governs this Order Form.

Additional Payment Terms

For SchoolStatus Attend, there is an additional $2,500 SIS change fee if Customer changes SIS during the Subscription/ Order Term. The fee will be due upon SchoolStatus commencing with the implementation of the new SIS.

For SchoolNow, SchoolNow Customers pay both a one-time configuration fee and for the annual subscription cost for the license of the Software and access to SchoolStatus's application server ("Service Fee"). SchoolStatus will invoice Customer for the initial implementation fee upon execution of the Order Form, and will invoice for Service Fees pursuant to the effective date of the Order Form that articulates the Service Fees. By signing this Order Form, Customer acknowledges that delays by Customer to provide content and/or information to SchoolStatus shall not be cause for institution of the Service Fees as designed herein. SchoolStatus reserves the right to change pricing based on additional features or excessive utilization of the software resources. Upon SchoolStatus providing project-related parties and/or Customer access to the Software and SchoolStatus's application server (the "Product"), shall constitute Customer accepting the Product as delivered.

This Order Form and the pricing contained herein are valid for 60 days from the quote created date above. All payments are to be remitted to SchoolStatus, LLC at P.O. Box 771470 St. Louis, MO 63177-9816.

By signing below, you agree to our Master Services Agreement, the Data Processing Addendum, the Terms and Conditions below your signature, and (d) the terms of this Order Form ("Agreement"), which together constitute the entirety of our Agreement with your organization, unless (i) Customer has a currently-effective, existing MSA and/or DPA executed by SchoolStatus, in which case such existing MSA will govern rather than (a) and/or such existing DPA will govern rather than (b); or (ii) otherwise set forth herein.

Terms and Conditions

I. General. All fees shall be paid according to the Payment Schedule and Payment Terms. In case of a conflict between this Order Form and the MSA, this Order Form shall prevail. This Order Form is not an invoice. Invoices will be sent to the billing contact set forth above based on the applicable payment schedule.

II. Service-Specific Terms. Based on Customer's Subscribed Services as indicated under Products & Services in the first table on page one of this Order Form (("Subscribed Services"), additional terms and conditions apply as provided in the following subsection.

A. For Attend and SchoolNow, the additional terms at https://www.schoolstatus.com/attend-terms-and-conditions also govern the Agreement.

Docusign Envelope ID: 3C66283F-23E9-4A88-A680-71748E51B3A9

SchoolStatus

Client Order

800 Woodlands Parkway, Suite 107
Ridgeland, MS 39157

Quote Number: Q-26752

Quote Expiration Date: //

Please check this box if a PO is required to complete this transaction.

Yes, I have read and agree to the Agreement.

Account Name: George And Evelyn Stein Continuation High School

Authorized Representative: Traci B Mitchell Signature: Traci L. Mitchell

Title: Principal Date: 8/25/25

Please contact your account representative with any questions. Thank you, and we look forward to our partnership!

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 20, 2025
SUBJECT: **Approve Agreement for Contract Services Between SJCOE and TUSD for School Field Trips to the SJCOE Durham Ferry Outdoor Education Center for the 2025-2026 School Year**

BACKGROUND: TUSD is a STEM District. The TUSD STEM Vision is as stated: Empowering every student for success in tomorrow's world. The TUSD STEM Mission is as stated: Engaging STEM experiences connect each student to the real world and prepare them for college and career success through collaboration, critical thinking, and problem solving. In the 2024/2025 school year TUSD has identified 5 Key Initiatives. One of the Key Initiatives is to provide STEM opportunities for each student.

RATIONALE: This contract ensures that all TUSD 4th grade students, including students accessing the general education curriculum and the special education curriculum, are provided the option to access a rich field experience that includes learning about the natural and human systems in the context of our local river system and the California's Next Generation Science Standards (NGSS).

This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The cost for this training and support is not to exceed $17,550. It will be paid for by LCFF funds.

RECOMMENDATION: Approve Agreement for Contract Services Between SJCOE and TUSD for School Field Trips to the SJCOE Durham Ferry Outdoor Education Center for the 2025-2026 School Year.

Prepared by: Dean Reese, Director of STEM Curriculum and Local Assessment.

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

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

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

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Tracy Unified School District, hereinafter referred to as "TUSD," is to provide high quality STEAM learning opportunities.

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

I. SCOPE OF WORK
- SJCOE STEM Programs will provide the following services:
  - San Joaquin County Office of Education Durham Ferry Field trips taking place between September 1, 2025 and June 30, 2026 for TUSD 4th graders. Field trips will consist of student activities centered around learning about the natural and human system in the context of our local river system.

Specific Days and Times:

Dates	Location	Subject	Number of classes	Field Trip Days	Cost
TBD	Durham Ferry Outdoor Education Center or TUSD School Site	Student activities centered around learning about the natural and human system in the context of our local river system	Up to 39	13	Not to exceed $17,550
				Total Cost	**$17,550**

II. TERMS OF AGREEMENT
- This agreement will be in effect from August 18, 2025 – June 30, 2026.

III. COMPENSATION
- Professional learning costs (which include preparation, travel, and materials).
  - TUSD will pay SJCOE in the total amount of $17,550.00 within thirty (30) days of receipt of the invoice from SJCOE.

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

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

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

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

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

Is the proposed CONTRACTOR/CONSULTANT an employee of the SJCOE?	•Yes	•No
Have you or any of your employees previously been employed by the SJCOE?	☐Yes	☐No
Are you or any of your employees a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) member? If yes, which system? (CalPERS) (CalSTRS)	☐Yes	☐No
Are you, any of your employees or sub-contractors a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) retiree? If yes, which system? (CalPERS) (CalSTRS)	☐Yes	☐No

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

SAN JOAQUIN COUNTY OFFICE OF OF EDUCATION	TRACY UNIFIED SCHOOL DISTRICT
Katie Wipfli, Div. Director of STEM Programs	Tania Salinas, Associate Superintendent of Business Services
Date	Date

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

_____
Warren Sun, Div. Director of Operations

_____
Date

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: SJCOE STEM Department will provide TUSD with SJCOE Durham Ferry Outdoor Education Center field trips for TUSD 4th graders. Field trips will consist of student activities centered around learning about the natural and human systems in the context of our local river system and the California's Next Generation Science Standards.

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

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

   a. District shall pay $_____ per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $17,550. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on September 10, 2025, and shall terminate on April 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, Dean Reese, at (209) 830.3275 x1502 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature Title	Tracy Unified School District
	8/20/25
IRS Identification Number	Date
	01-0709-0-1110-1000-5800-800-2034
Title	Account Number to be Charged
	Ed. Services/STEM
Address	Department/Site Approval
	Budget Approval
	Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 20, 2025
SUBJECT: **Approve Agreement for Contract Services Between SJCOE and TUSD for School Field Trips to the FabLab for the 2025-2026 School Year**

BACKGROUND: TUSD is a STEM District. The TUSD STEM Vision is as stated: Empowering every student for success in tomorrow's world. The TUSD STEM Mission is as stated: Engaging STEM experiences connect each student to the real world and prepare them for college and career success through collaboration, critical thinking, and problem solving. In the 2025/2026 school year TUSD has identified 5 Key Initiatives. One of the Key Initiatives is to provide STEM opportunities for each student.

RATIONALE: This contract ensures that all TUSD 7th-grade students, including students accessing the general education curriculum and the special education curriculum, are provided the option to access a rich field experience that includes learning about computer science and engineering directly related to California's Next Generation Science Standards (NGSS).

This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The cost for this training and support is not to exceed $17,648. It will be paid for by LCFF funds.

RECOMMENDATION: Approve Agreement for Contract Services Between SJCOE and TUSD for School Field Trips to the FabLab for the 2025-2026 School Year.

Prepared by: Dean Reese, Director of STEM Curriculum and Local Assessment.

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

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

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

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Tracy Unified School District, hereinafter referred to as "TUSD," is to provide high quality STEAM Learning opportunities.

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

- SCOPE OF WORK
  - SJCOE STEM Programs will provide the following services:
    i. San Joaquin County Office of Education FabLab field trips for TUSD 7th graders.
    ii. Field trips will consist of students engineering robotic systems informed by AI and data.

Specific Days and Times:

Date(s)	Location(s)	Subject	Field Trip Days	Total Cost
TBD	SJCOE FabLab	Engineering with AI and Data	18 Field Trips	$17,648.00
		Total Cost	**Not to exceed $17,648.00**	

- TERMS OF AGREEMENT
  - This agreement will be in effect from August 22, 2025 – June 30, 2026.

- COMPENSATION
  - Professional learning costs (which include preparation, travel, and materials).
    i. TUSD will pay SJCOE in the account of $17,648.00 within thirty (30) days of receipt of the invoice from SJCOE.

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

- CERTIFICATION OF NON-EMPLOYEE STATUS:
  - SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as employee of Tracy Unified School District. Tracy Unified School District agrees to

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

indemnify and hold harmless the County Superintendent, Board of Education, officers, agents, and employees of SJCOE against any and all claims, which may result from this agreement.

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

Is the proposed CONTRACTOR/CONSULTANT an employee of the SJCOE?	Yes	No
Have you or any of your employees previously been employed by the SJCOE?	Yes	No
Are you or any of your employees a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) member? If yes, which system? (CalPERS) (CalSTRS)	Yes	No
Are you, any of your employees or sub-contractors a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) retiree? If yes, which system? (CalPERS) (CalSTRS)	Yes	No

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

SIGNATURES OF AUTHORIZED REPRESENTATIVES

SAN JOAQUIN COUNTY OFFICE OF OF EDUCATION

Katie Wipfli, Div. Director of STEM Workforce Development and Innovation

Date

Warren Sun, Div. Director of Operations

Date

TRACY UNIFIED SCHOOL DISTRICT

Tania Salinas, Associate Superintendent of Business Services

Date

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: SJCOE STEM Department will provide TUSD with SJCOE FabLab field trips for TUSD 7th graders. Field trips will consist of student activities centered around artificial intelligence, computer science, data collection, analysis, and engineering.

   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 _____.

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

   a. District shall pay $_____ per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $ 17,648. 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 November 1, 2025, and shall terminate on April 30, 2026.

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

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

7. Contractor shall contact the District's designee, Dean Reese, at (209) 830.3275 x1502 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature Title	Tracy Unified School District
	8/20/25
IRS Identification Number	Date
	01-0709-0-1110-1000-5800-800-2034
Title	Account Number to be Charged
	Ed. Services/STEM
Address	Department/Site Approval
	Budget Approval
	Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 21, 2025
SUBJECT: **Approve the Implementation of the California State Seal of Civic Engagement for TUSD High Schools for the 2025-2026 School Year**

BACKGROUND: Implement California Assembly Bill 24 by following the criteria recommended by the State Superintendent of Public Instruction to the State Board of Education. Students must meet all five criteria items. If met, students will be awarded the State Seal of Civic Engagement (SSCE). Criteria include demonstrating excellence in civics education and participation and an understanding of the United States Constitution, the California Constitution, and the democratic system of government.

RATIONALE: A TUSD committee of district representatives met to outline how TUSD students can meet these five criteria. Once adopted, Instructional Services will coordinate with high school staff on implementation. The SSCE will meet District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: No funding is necessary to adopt the State Seal of Civic Engagement program.

RECOMMENDATION: Approve the Implementation of the California State Seal of Civic Engagement for TUSD High Schools for the 2025-2026 School Year.

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

BACKGROUND: In October 2017, then-Governor Jerry Brown signed Assembly Bill 24 into law. The law requires the State Superintendent of Public Instruction (SSPI), on or before January 1, 2020, to recommend to the State Board of Education (SBE) criteria for awarding a SSCE to pupils who have demonstrated excellence in civics education and participation and an understanding of the United States Constitution the California Constitution, and the democratic system of government.

On September 10, 2020, the California State Board of Education adopted the five criteria required to earn a State Seal of Civic Engagement for California students. The five criteria are meant to provide local education agencies (LEAs) with a framework for making determinations of student qualifications required to earn the State Seal of Civic Engagement (SSCE), based on their own local contexts. The criteria are written to ensure that no student is excluded from an opportunity to earn the SCE based on academic ability, alternative school settings, or unique or unconventional expressions of civic engagement.

The five criteria are that each student must:

1. Be productively engaged in academic work.
2. Demonstrate a competent understanding of the United States and California constitutions.; functions and governance of local governments; tribal government structures and organizations; the role of the citizen in a constitutional democracy; and democratic principles, concepts, and processes;
3. Participate in one or more civic engagement project(s) that address real-world problems and require students to identify and inquire into the civic needs or problems, consider varied responses, take action on, and reflect on efforts;
4. Demonstrate civic knowledge, skills, and dispositions through self-reflection, and
5. Exhibit character traits that reflect civic-mindedness and a commitment to positively impact the classroom, school, community, and /or society.

A TUSD committee of district representatives met to outline how TUSD students can meet these five criteria. Once adopted, Instructional Services will coordinate with high school staff on implementation

RATIONALE: Adopting the SSCE will:

- Advance District Goals/LCAP Priorities: Increases student engagement, supports college/career readiness, and strengthens school–community connections.
- Promote Equity & Access: Provides a rigorous yet flexible pathway for all students—including alternative education, English learners, foster/houseless youth, students with disabilities, and other underserved groups—to earn recognition.
- Elevate Student Voice & Leadership: Encourages authentic civic projects (research, policy advocacy, community partnerships).
- Strengthen Community Partnerships: Formalizes collaboration with civic organizations, higher education, and local government.

FUNDING: - Minimal Ongoing Costs:

• Printing/affixing the Seal on diplomas and transcripts (within existing graduation processes).

• Optional recognition (certificates/pins/ribbons/event) may be covered by site/district discretionary funds or grants.

- Staffing: Coordination within existing roles (district lead, site designees, counselors/teachers). No new positions required.

Estimated Fiscal Impact: Minimal; no material impact to the General Fund is anticipated.

RECOMMENDATION: It is recommended that the Board adopt the State Seal of Civic Engagement for TUSD and authorize staff to implement the program beginning in 2025–26.

Appendix A: Criteria Template

The California Department of Education identifies five criteria for awarding the State Seal of Civic Engagement. Tracy Unified School District may use the following template to define local indicators for each criterion.

CDE Criteria	TUSD Local Criteria
1. Be engaged in academic work in a productive way.	• Student attends classes and is on track to graduate with a diploma or certificate of completion with a 3.0 GPA. *Students who are on track to graduate but do not have a 3.0 GPA may submit a waiver request with the recommendation of a teacher or counselor.
2. Demonstrate a competent understanding of U.S. and California constitutions, functions of government, and democratic principles.	• "B" or higher in US History class (or equivalent), in which US and California Constitutions are embedded within the standards.
3. Participate in one or more informed civic engagement projects.	• Conduct academic research on an identified civic need or problem • Submit project proposal to Government teacher and obtain approval • Complete the Civic Engagement Project, with a minimum of five verified service hours. • Present results of Civic Engagement Project in Government class
4. Demonstrate the ability to evaluate multiple perspectives and show consideration for the opinions of others.	• Complete and submit a self-reflection form for the Civic Engagement Project, including: -The academic research completed -The civic problem identified -A description of the project completed -An analysis of the success of the project

5. Demonstrate civic-mindedness, including a commitment to civic participation.	Students must procure a reference from a mentor, local, state, or national official, or non-familial community member, verifying that they met the following criteria: • Concern for the rights and well-being of all and a desire to contribute to the common good, including members of groups historically disenfranchised by virtue of race, ethnicity, language background, gender, sexual orientation, disability, or other social identity. • Evidence of observed character traits that reflect civic-mindedness and a commitment to supporting the school and community. *Recommenders should complete the TUSD Seal of Civic Engagement Character Reference form.
Required signatures for completion and submission	Government/History Teacher (current course work and presentation) Counseling Department (historical coursework, verification of graduation track and awards night) Project advisor (faculty or Career Center) Community mentor letter of recommendation (topic related) Assistant Principal (confirmation of citizenship and positive impact on school culture)

APPENDIX B: IMPLEMENTATION FOR TUSD

- Governance & Lead: District SSCE Lead with site-level designees.
- Eligibility & Criteria: Students demonstrate (a) civic knowledge, (b) civic skills & dispositions, and (c) meaningful civic engagement/action, meeting district-developed rubrics aligned to state guidance.

- Access & Supports: Guidance for all sites, outreach to families, support for special populations.
- Verification & Awarding: Site teams review evidence each term; district verifies final eligibility; Seal affixed to diploma and transcript; optional recognition event.
- Timeline (Sample):
  - Fall: Board adoption, guidance, rubrics, training.
  - Winter/Spring: Student evidence collection and interim reviews.
  - April–May: Final verifications, recognition, year-two planning.

APPENDIX C: Professional Learning & Support

- Short training modules for site leads and counselors.
- Resource bank with exemplar projects, rubrics, and reflection prompts.
- Optional office hours in collaboration with the San Joaquin County Office of Education (SJCOE).

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 18, 2025
SUBJECT: **Ratify Master Contract (MC) for Sierra Vista Child & Family Services NPS for the 2025-2026 School Year**

BACKGROUND: Board approval is requested to contract with Non-public school (NPS) placement of Special Education students at Sierra Vista Child & Family Services (Kirkbaucher). The District's Special Education administration would like to contract with Sierra Vista Child & Family Services for the 2025-2026 school year to provide placement pursuant to students and their IEP. Ratification is necessary due to a delay in receiving the required documents for board approval.

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

FUNDING: Expenses for 2025-2026 regular school year and related services will not exceed $1,400,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract (MC) for Sierra Vista Child & Family Services, NPS 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 26, 2025
SUBJECT: **Approve Agreement for Contract Services with A Plus Academic Center for In-Person Tutoring Services for Students Experiencing Housing Insecurity for the 2025-2026 School Year**

BACKGROUND: In support of the on-going effort to improve student achievement for the most at-risk student populations, particularly students experiencing housing insecurity, A Plus Academic Center will provide in-person homework help and tutoring services to serve as an academic intervention. Per the McKinney-Vento Homeless Assistance Act of 1987, LEAs are required to ensure that unhoused students have access to a free and appropriate public education. Based on the unique challenges these students face, equitable accessibility is especially critical for these students.

RATIONALE: Students experiencing housing insecurities are most challenged educationally due to their vulnerable situation. A Plus Academic Center is an agency located in Tracy, which will allow families to coordinate sessions during the evenings and weekends. Students can receive homework help and/or tutoring services as needed. A Plus Academic Center and Prevention Services will monitor weekly student attendance and hours used. This service is in alignment with TUSD's LCAP Goal#1 Action 36: Intervention for Foster/Homeless Support.

FUNDING: Fees shall not exceed $50,000.00. Services will be paid for with EHCY Homeless Grant Funds.

RECOMMENDATION: Approve Agreement for Contract Services with A Plus Academic Center for In-Person Tutoring Services for Students Experiencing Housing Insecurity 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 A Plus Academic Center, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide in-person homework help and tutoring services to students in grades 4-12 and are experiencing housing insecurity during the 2025-2026 school year. A Plus Academic Center will provide a monthly student roster with each invoice submitted to TUSD for payment.

   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 1,111 ( ) [X] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location A Plus Academic Center.

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

   a. District shall pay $45 per [X] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $ 50,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on September 10, 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 Supt. of Educational Services
DATE: August 26, 2025
SUBJECT: **Approve Overnight Travel for the Tracy High School (THS) Cross Country Team and coaches to attend the 2025 Asics Clovis Cross Country Invitational at Woodward Park in Fresno, CA October 10, 2025**

BACKGROUND: The Tracy High School (THS) Cross Country will compete at the 2025 Asics Clovis Cross Country Invitational. Fourteen students and two coaches (Jaime Perez and Itzel Vargas-Cortes) will attend the event. Transportation to and from the event will be by District vans driven by approved drivers/coaches. Students and coaches will stay at the Best Western Hotel in Fresno, CA. Coaches will chaperone students throughout the stay.

RATIONALE: The opportunity to compete at this event will motivate our athletes to pursue their goal of reaching the CIF State meet in November. This event is one of the biggest in California and not every school gets accepted. Our athletes have worked very hard to get into this major event and it will help them stay motivated by competing with the best competition in the state.

FUNDING: There will be no cost to the District. Entry fees and hotel accommodations will be covered by a combination of THS athletics and fundraising. Meals and incidentals will be the responsibility of each individual participant.

RECOMMENDATION: Approve Overnight Travel for the Tracy High School (THS) Cross Country Team and Coaches to Attend the 2025 Asics Clovis Cross Country Invitational at Woodward Park in Fresno, CA October 10, 2025.

Prepared by: Mr. Jon Waggle, Tracy 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 20, 2025
SUBJECT: **Approve Agreement for Special Contract Services with Diana Cefalo for the West High School Choir-Music Program for the 2025-2026 School Year**

BACKGROUND: The West High School Choir-Music Program seeks to elevate the art of choral music through innovative programming and dynamic performances, showcasing artistry at the highest level while nurturing our students to inspire hope, foster connection, and demonstrate scholarship through the transformative power of vocal music. Our mission is simple: To inspire and empower students through rigorous choral education, fostering musical excellence, personal growth, and lifelong learning that impacts our school, community, state, nation, and world. Our program started this academic year with 19 students, and as to date, we have 57 enrolled with 66 students pending enrollment in the program. The Choral Department has been accepted to perform in Carnagie Hall, the first of many such opportunities for our students under my direction, and we plan on making the trip in the 2027 academic year.

RATIONALE: The West High School Choir-Music Program to compete on the state and national level while nurturing a rigorous academic environment, we must have industry standard educational supports such as a piano accompanist and vocal coach. Diana is a collegiate piano professor (Las Positas) and vocal coach; Diana will be able to fulfill both roles, thus providing support to the program that will yield high rates of success and impact generations of students in TUSD. 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 cost of services will be a total of $22,220.00. This will be paid for by Prop 28 Funding Source.

RECOMMENDATION: Approve Agreement for Special Contract Services with Diana Cefalo for the West High School Choir-Music Program for the 2025-2026 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Diana Cefalo, 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 students instruction of music and accompanist to support the Merrill F. West High School Choir-Music Program 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 2 hrs a day, 5 days a week ( ) [X] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location: Merrill F. West High, Room K-3.

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

   a. District shall pay $ 60.00 per [X] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $ 22,220.00. 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 $_____ 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 _____ days' written notice of termination delivered by certified mail, return receipt requested.

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

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District

Date

Account Number(s) to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 23, 2025
SUBJECT: **Approve Agreement for Contract Services between San Joaquin Pride Center TUSD 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. In partnership with the San Joaquin Pride Center, TUSD will expand mental health services for schools with students in grades 6-8 and 9-12. Services will include cultural awareness and diversity, staff/parent trainings inclusive of the LGBTQ+ community, on-site support for student leadership clubs and the establishment of a Gay Straight Alliance, resource materials, and case management services.

RATIONALE: A multi-tiered system of supports is the District's framework to identify levels of social-emotional interventions. Tier 1 and 2 interventions for students who are struggling to meet academic, attendance, and/or behavioral expectations within a school setting to serve as preventative. The District benefits greatly from having school-based mental health support services for schools with students in grades 6-8 and 9-12 and identify as being a part of the LGBTQ+ community. The mission of the San Joaquin Pride Center is to create safe and welcoming spaces, by providing resources that educate the public in tolerance and respect for all people within the LGBTQ+ community. Additionally, this service aligns with TUSD's LCAP Goal # 2: Provide a safe and equitable learning environment for all student and staff; Action 14: Mental Health Awareness and Preventative Parent Workshops.

FUNDING: The total cost for San Joaquin Pride Center services will not exceed $15,000.00. Services will be paid using TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Contract Services between San Joaquin Pride Center and TUSD 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 San Joaquin Pride Center, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: In partnership with San Joaquin Pride Center, TUSD will expand mental health services at schools with students in grades 6-12: Freiler, Kelly, Monte Vista, North, Poet, Williams, Kimball High, Tracy High, Stein Continuation and West High Schools. Services will include cultural awareness and diversity staff/parent trainings inclusive of the LGBTQ+ community, on-site mental health support for students in need of services, support for student leadership clubs and the establishment of Gay Straight Alliance (GSA) providing resource materials and case management services. A student log will need to be submitted with information on schools serviced along with invoice for payment purposes.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location see above schools.

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

   a. District shall pay $ 15,000.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $ 15,000.00. 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 September 10, 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:

John A Alita EXEC. DIR.

Contractor Signature — Title

94-1279805

IRS Identification Number

UNITED WAY dba San Joaquin Pride Center

Title

937 N. YOSEMITE ST

Address

STOCKTON, CA 95203

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 9, 2025
SUBJECT: **Approve Agreement for Special Contract Services with Quest Science Center at Wanda Hirsch Elementary School for the 2025 - 2026 School Year**

BACKGROUND: The mission of Quest Science Center in Livermore, CA, is to inspire and nurture everyday exploration for lifelong engagement with science and technology. The center is dedicated to connecting everyone to the value of science by fostering inclusivity and creating a welcoming experience. Quest Science Center is committed to ensuring that people of all ages and backgrounds feel a sense of belonging and excitement in the exploration of science. Through interactive exhibits, educational programs, and outreach initiatives, the center strives to make science accessible and enjoyable, encouraging a curiosity-driven approach to learning and discovery. By promoting inclusion and providing an engaging environment, Quest Science Center aims to contribute to a community where science is embraced and celebrated by all.

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

FUNDING: This contract is to be paid with Targeted RS 0709 funds. The contract will not exceed $2,000.

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

Prepared by: Catey Nasello, Principal, Wanda Hirsh 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 Quest Science Center, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Quest Science Center will organize and facilitate a Engineering Explorations event at Hirsch Elementary on September 18, 2025

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

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

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

   a. District shall pay $2000 per [ ] **HOUR** [X] **DAY** [X] **FLAT RATE**, not to exceed a total of $2000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District [ ] **SHALL** [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $_____ 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 09/18/2025, and shall terminate on 09/18/2025.

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

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

7. Contractor shall contact the District's designee, 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.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Monya A Lane	CEO	
Contractor Signature	Title	Tracy Unified School District
82-4865787		
IRS Identification Number		Date
Monya Lane		
Title		Aecount Number to be Charged
Quest Science Center		
Address		Department/Site Approval
PO Box 2129		
		Budget Approval
Livermore, CA 94551		
		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 20, 2025
SUBJECT: **Ratify Agreement with San Joaquin County Office of Education Quality Rating and Improvement System (QRIS) and the TUSD School Readiness Preschool Program for the 2025-2026 School Year**

BACKGROUND: The Quality Rating and Improvement System (QRIS) is brought to you by the California Department of Education, Early Learning and Care Division. QRIS provides evidence-based resources to provide high quality professional development for preschool administrators and teachers highlighting current research-based information, resources, and effective instructional practices which are focused on preparing children to flourish in early childhood and succeed in elementary school and beyond.

RATIONALE: Preschool and Transitional Kindergarten teachers will delve into the curriculum that aligns with and is supported by the California Department of Education's Child Care and Development Division: *The National Teaching Pyramid.* Teachers will learn how to promote healthy social-emotional development in young children while learning how to meet the needs of all children, including those with challenging behaviors by focusing on relationships, environments, and targeted interventions. The information and strategies shared will allow for Preschool and Transitional Kindergarten teachers to align their curriculum to the Preschool Foundations and Frameworks. The QRIS trainers provided by the San Joaquin County Office of Education are experts in providing strategies that are aligned to preschoolers' development. This agenda item supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost for this training and support is $16,000 and will be paid with the San Joaquin County Office of Education Early Education Teacher Development (EETD) grant program funds.

RECOMMENDATION: Ratify Agreement with the San Joaquin County Office of Education Quality Rating and Improvement System (QRIS) and the TUSD School Readiness Preschool Program for the 2025-2026 School Year.

Prepared by: Dr. Michael Bunch, Director of Continuous Improvement.

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

July 8, 2025

QRIS Professional Development Trainings (Tracy Unified School District)

As part of the Early Childhood Education Department at the San Joaquin County Office of Education, the Quality Rating and Improvement System (QRIS) program offers evidence-based resources to support early educators in areas such as social-emotional development, CLASS® interactions, classroom environments, the Desired Results Developmental Profile (DRDP), and other key early childhood focus areas.

Rates	
Base Training - includes trainer fees, travel, planning and preparation time, and printing training materials for a half-day (up to 3 hours) and full-day (up to 6 hours) for up to 76 participants.	$2,500/half-day session $3,500/full-day session
Additional Trainer(s) - For projected group sizes between 60-100, additional trainers are required.	$1,500/half-day session $2,500/full-day session

Proposed Training Topics and Schedule				
Topics	Date	Time	Audience	Recommended Materials
National Teaching Pyramid (Intro)- Part 1	7/30/25	1:15pm-3:15pm	Up to 76 Early Educators	Padlet
National Teaching Pyramid- Part 2	9/26/25	8:30am-3:30pm		
National Teaching Pyramid- Part 3	12/05/25	8:30am-3:30pm		
National Teaching Pyramid- Part 4	3/27/26	8:30am-3:30pm		

Proposed Training Cost	Cost per unit	# of units	Cost
Base training- Half Day	$2,500	1	$2,500
Base training- Full Day	$3,500	3	$10,500
Additional Trainer	$1,500	2	$3,000
	Total Cost		$16,000

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

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

MEMORANDUM OF UNDERSTANDING

This Agreement by and between the SJCOE Early Childhood Education (ECE) department on behalf of the Quality Rating Improvement System (QRIS), and Tracy Unified School District (TUSD), is to provide in-person training sessions on the National Teaching Pyramid to staff during professional development days. The two parties, ECE/QRIS and TUSD mutually agree to the following terms.

I. SERVICE DEFINED

TUSD will:

- Outreach to staff, monitor registration, and ensure active participation.
- Provide location for training.
- Consult with the QRIS Coordinator as necessary to ensure successful implementation.
- Initiate a journal transfer within one week after all scheduled trainings are completed.

ECE/QRIS will:

- Facilitate three full-day (up to 6 hours) and one half-day (up to 3 hours) Professional Learning sessions focusing on National Teaching Pyramid.
- Coordinate with TUSD staff as needed.
- Provide training materials, and Padlet links as appropriate.

Date may be subject to change. Trainings sessions will be rescheduled within a month of the original date whenever possible if a change is required.

Training sessions are scheduled to be delivered in person at a location provided by TUSD. If necessary, session will be moved to a virtual format and QRIS will provide the necessary Zoom links.

II. TERMS OF AGREEMENT

The duration of this agreement is July 1, 2025 to June 30, 2026.

III. COMPENSATION

ECE/QRIS will receive a sum not to exceed $16,000 (inclusive of all expenses) to facilitate three full-days And one half-day training sessions for up to 76 participants per session.

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

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

V. EXTENSION OF TERM

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

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

Shadaneca Harbour — 07/17/2025
Shadaneca Harbour, Director, Early Childhood Education — Date

Lauren Dietrich — 07/17/2025
Lauren Dietrich, Division Director, Early Education and Support — Date

Michael Bunch — 08/05/2025
Michael Bunch, Ed.D., Director of Continuous Improvement State and Federal Program — Date

Jane Chamberlain, Deputy Superintendent, Professional Learning & Support — Date

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education- Quality Rating and Improvement System (QRIS), 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 staff training on July 30, September 26, December 5, 2025, and March 27, 2026, for Preschool and TK Teachers, The QRIS training sessions provided to teachers will focus on the National Teaching Pyramid. QRIS training will include trainer fees, travel, planning and preparation time, and printing training materials for one half day ($2,500) and three full day ($3,500) sessions including resources for up to 76 participants. Also included are fees in the amount of $3,000 for two additional trainers.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 4 ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location TUSD.

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

   a. District shall pay $16,000.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $16,000.00. 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 July 30, 2025, and shall terminate on March 27, 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, Rocio Garcia, at (209) 830-3275 ext 1507 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Warren Sun	08/15/2025	Division Director Operations and Support	
Contractor Signature		Title	Tracy Unified School District
IRS Identification Number		Division Director Early Education and Support	Date
Lauren Dietrich	08/14/2025		01-9015-0-7110-2140-5800-430-2728, 12-6127-0-7110-2140-5800-400-3002 & 12-6127-0-7110-2140-5800-340-3002
Title			Account Number to be Charged
PO Box 213030 Stockton, CA 95213			
Address			Department/Site Approval
			Budget Approval
			Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: August 27th, 2025
SUBJECT: **Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees**

BACKGROUND: **CERTIFICATED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Dominguez, Ellen Teacher	HES	07/21/2025	Accepted Position
Ortiz, Nancy Teacher	BES	08/18/2025	Accepted Position

BACKGROUND: **CLASSIFIED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Alcanzaren, Jugil Para Educator I	WMS	8/20/2025	Personal
Chong, Christine Para Educator II	VES	9/19/2025	Personal
Espinosa, Celina School Supervision Assistant	VES	8/12/2025	Personal
Lopez Hernandez, Perla School Supervision Assistant	SWP/Stein	7/31/2025	Personal
Ochoa, Maria School Supervision Assistant	SWP	9/8/2025	Accepted Position

Vera, Elizabeth Para Educator I	JES	8/26/2025	Personal

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

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: August 27th, 2025
SUBJECT: **Approve Classified, Certificated, and/or Management Employment**

BACKGROUND:

Dominguez, Ellen

MANAGEMENT/CLASSIFIED CONFIDENTIAL
Bohn Elementary School
Assistant Principal (New)
LME 51, Step A - $124,610.00
Fund: 80% General, 20% ELOP

BACKGROUND:
Gammon, Sheila

CERTIFICATED
Art Freiler Elementary School
2nd Grade (Replacement)
Class VI, Step 32 - $112,483.00
Fund: General

Singh, Gurpreet

Kimball High School
Drone/Video Game Design/Video Production
Class I, Step "A" 1 - $56,296.00
Fund: CTE

BACKGROUND:
Americano, Liliana

CLASSIFIED
Bus Aide (New)
DEC/Transportation
Range 24, Step A - $19.27 per hour
Fund: Special Education

Chavez Martinez, Hugo	Utility Person II (Replacement) MOT/South/West Park School Range 25, Step B - $26.08 per hour +ND Fund: General
Coble, Tiana	IEP Para Educator (New) Villalovoz School Range 24, Step C - $21.15 per hour Fund: Special Education
Coronado, Kainassee	Health Technician/LVN (New) Health Services Range 39, Step B - $28.61 per hour Fund: General Fund
Durairajan, Sowmiya	Para Educator I (Replacement) South/West Park Elementary School Range 24, Step D - $22.14 per hour Fund: General Fund
Hernandez, Daniel	Para Educator II (New) Tracy High School Range 30, Step B - $23.19 per hour Fund: General
Hernandez-Vargas, Saray	Health Technician/LVN (New) Health Services Range 39, Step D - $31.42 per hour Fund: General Fund
Morelos, Tathiana	Health Technician/LVN (New) Health Services Range 39, Step E - $32.94 per hour Fund: General Fund
Morris, Miranda	Clerk Typist II (New) Tracy High School Range 27, Step E - $24.90 per hour Fund: CTE LCAP
Munguia, Adrianna	Health Technician/LVN (New) Health Services Range 39, Step D - $31.42 per hour Fund: General Fund
Munoz, Cindy	Health Technician/LVN (New) Health Services Range 39, Step E - $32.94 per hour Fund: General Fund

Ochoa, Maria	IEP Para Educator I (Replacement) North School Range 24, Step C - $21.15 per hour Fund: Special Education
Ortiz, Nancy	Parent Liaison (Replacement) South/West Park School Renge 28, Step E - $25.47 per hour Fund: Targeted EL
Rocha, Aisha	Bus Aide (New) DEC/Transportation Range 24, Step E - $23.19 per hour Fund: Special Education
Sobnom, Tarannum	Para Educator I (New) Art Freiler School Range 24, Step A - $19.27 per hour Fund: Special Education
Tellez, Fabiola	High School Administrative Secretary (Replacement) West High School Range 32, Step E - $27.94 per hour Fund: General Fund
Thompson-Layne	High School Library Technician (Replacement) Tracy High School Range 31, Step A - $22.68 per hour Fund: General Fund
Varghese, Seema	Account Clerk (Replacement) DEC/Food Services Range 35, Step C - $27.33 per hour Fund: Child Nutrition-School Program

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

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: August 26, 2025
SUBJECT: **Adopt Resolution No. 25-04 Declaring Futility of Soliciting Bids and Authorizing Contract for Transportation Services**

BACKGROUND: Public Contract Code section 20111(a) generally requires the District's Board of Education to let the lowest responsible bidder any contract for equipment, materials, or supplies to be furnished, sold, or leased to the District, involving an expenditure of more than $114,800, the adjusted competitive bid threshold. Education Code section 39802 specifically requires school districts to competitively bid contracts with private parties for student transportation services in excess of $10,000, in accordance with Public Contract Code sections 20111 and 20112, but does not require awarding the contract to the lowest bidder; notwithstanding Education Code 398002, California law provides a narrow exception to competitive bidding law where such bidding would be futile, undesirable, or impractical and would cause additional delay and cost.

RATIONALE: The attached resolution authorizes the District to enter into a contractual agreement with PAWAR Transportation LLC for the 2025–2026 school year to provide transportation services to and from Nonpublic Schools without requiring a competitive bidding process. Adoption of Resolution No. 25-04 will ensure the continuity of student transportation services and is consistent with the District's Strategic Goal No. 3: to apply fiscal, operational, and community resources in support of a safe learning environment that advances the goals of both students and staff.

FUNDING: Special Education funds will be used for transportation services.

RECOMMENDATIONS: Adopt Resolution No. 25-04 Declaring Futility of Soliciting Bids and Authorizing Contract for Transportation Services.

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

TRACY
UNIFIED SCHOOL DISTRICT

RESOLUTION # 25-04
DECLARING FUTILITY OF SOLICITING BIDS AND AUTHORIZING CONTRACT FOR TRANSPORTATION SERVICES

WHEREAS Tracy Unified School District ("District"), pursuant to Education Code section 39800, is empowered to provide student transportation services, including by contracting with private parties;

WHEREAS, the District traditionally provides transportation services for certain students with disabilities to non-public schools ("NPSs") by entering into agreements with transportation contractors;

WHEREAS, such District students are transported to a NPS outside of the District's boundaries, where the District does not have existing routes;

WHEREAS, Public Contract Code section 20111(a) generally requires the District's Board of Education to let to the lowest responsible bidder any contracts for equipment, materials, or supplies to be furnished, sold, or leased to the District, involving an expenditure of more than $114,800, the adjusted competitive bid threshold for 2025;

WHEREAS, Education Code section 39802 specifically requires school districts to competitively bid contracts with private parties for student transportation services in excess of $10,000, in accordance with Public Contract Code sections 20111 and 20112, but does not require awarding the contract to the lowest bidder;

WHEREAS, notwithstanding Education Code 39802, California law provides a narrow exception to competitive bidding law where such bidding would be futile, undesirable, or impractical and would cause additional delay and cost (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631; *Los Angeles Dredging Company v. City of Long Beach* (1930) 2 Cal. 348), so that "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result, or where they do not produce any advantage . . . a statute requiring competitive bidding does not apply" (*Hiller v. City of Los Angeles* (1961) 197 Cal.App.2d 685, 694).

WHEREAS, the District was not able to ascertain precisely how many students would need transportation services to NPSs for the 2025-26 school year, and what specific services certain students would require, until after the District's registration period;

WHEREAS, following the District's registration period, the District determined the number of students that would need transportation services to NPSs for the 2025-26 school year, and the specific services students require;

WHEREAS, classes for the District's 2025-26 school year commenced on August 4, 2025;

WHEREAS, the District did not have adequate time to competitively bid out special education transportation services for the 2025-26 school year ("Services");

WHEREAS, the absence of these Services would result in student tardiness, absenteeism and ultimately, loss of educational services to those students;

WHEREAS, there are a limited number of vendors in the area that could provide the necessary Services;

WHEREAS, after informally receiving quotes from vendors for providing the necessary Services, the District determined that Pawar Transportation LLC could provide the Services at a significantly lower rate than other vendors;

WHEREAS, Pawar Transportation LLC is a qualified contractor that could provide a sufficient fleet of vehicles to meet the District's special education transportation needs, and was able to immediately provide the Services;

WHEREAS, the District entered into an agreement with Pawar Transportation LLC for the Services to ensure that the District's special education students received uninterrupted transportation for the 2025-26 school year;

WHEREAS, based on the foregoing, it would be incongruous, futile, and unavailing to solicit bids for the Services; and

WHEREAS, District staff recommends ratifying the District's agreement with Pawar Transportation LLC to ensure that the District's students continue to receive uninterrupted Services.

NOW, THEREFORE, the Board of Education of the Tracy Unified School District hereby resolves, determine, and finds the following:

Section 1. That the foregoing recitals are true.

Section 2. That based on the foregoing, it would be incongruous, futile, and unavailing to attempt to bid out the Services. Because of the District's circumstances, competitive bidding would not produce an advantage to the District and would produce a net burden and distinct disadvantages to the District, including increased costs.

Section 3. That the Board approves, and ratifies, the agreement with Pawar Transportation LLC for the Services for an amount not to exceed two hundred eighty-seven thousand six hundred Dollars ($287,600), without further advertising for or inviting of bids.

Section 4. That the District's Superintendent, or designee, is authorized to take all steps and perform all actions necessary to carry out, give effect to, and comply with the terms and intent of this Resolution. Any past actions of the District's Superintendent, or designee, consistent with the intent of this Resolution are hereby ratified and confirmed.

PASSED AND ADOPTED this 9th day of September 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

By:

_____
Board President

ATTEST:

_____
Board Clerk

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 27, 2025
SUBJECT: **Approve Agreement for Contract Services from 360 Degree Customer Inc. for Expanded Learning Opportunities Program for the 2025-2026 School Year**

BACKGROUND: 360 Degree Customer is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide extensive social emotional counseling and support to students. The services provided by 360 include mentorship, supervision, support, and positive development of social skills.

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. 360 Degree Customer is a company who is a leader in their field. They have diverse specialists who represent our student population and a proven successful record impacting student behavior. 360 will provide paraprofessionals to our K-5 and K-8 sites to help support before and afterschool programming.

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

FUNDING: All expenses will be funded by the ELO-P Grant. The agreement with 360 Customer is not to exceed $1,000,000.00.

RECOMMENDATION: Approve Agreement for Contract Services from 360 Degree Customer Inc. for Expanded Learning Opportunities Program for the 2025-2026 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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 staffing as needed to support before and afterschool programs through ELOP at K-5 and K-8 TUSD school sites.

   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** [ ] **DAYS**, under the terms of this agreement at the following location ALL K-5 and K-8 sites.

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

   a. District shall pay $ 61.00 per [X] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $ 1,000,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on September 10, 2025, and shall terminate on May 29, 2026.

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

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

7. Contractor shall contact the District's designee, Dr. Michael Bunch , at (209) 830-3260 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

   b. Contractor [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

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent For Human Resources
DATE: August 20, 2025
RE: **Adopt Resolution No. 25-03 Authorizing Teachers to Teach Outside Their Credential Authorization**

BACKGROUND: Education Code Section §44263 authorizes teachers to teach outside their credential authorization provided that the teachers have eighteen (18) semester units of lower division coursework or nine (9) semester units of upper division or graduate coursework in the content taught, and teach any subject in departmentalized classes to a given class or group of students in grades K-12. The Tracy Unified School District currently has two (2) qualified teachers consenting to Ed Code §44263.

Education Code Section §44256(b) authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students 8th grade and below provided that the teacher has completed at least twelve (12) semester units of lower division or six (6) semester units of upper division or graduate coursework at an accredited institution in each subject to be taught. The Tracy Unified School District currently has fourteen (14) qualified teachers consenting to Ed Code §44256(b).

RATIONALE: In all the above instances, the teacher(s) involved must give their consent and the Board must adopt a resolution, attached, authorizing the assignments. This agenda item meets District Strategic Goal #2- Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: No Fiscal Impact

RECOMMENDATION: Adopt Resolution No. 25-03 Authorizing Teachers to Teach Outside Their Credential Authorization.

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources

TRACY
UNIFIED SCHOOL DISTRICT

RESOLUTION #25-03
BEFORE THE BOARD OF TRUSTEES OF TRACY UNIFIED SCHOOL DISTRICT OF SAN JOAQUIN, STATE OF CALIFORNIA
AUTHORIZING TEACHERS TO TEACH OUTSIDE OF THEIR CREDENTIAL AUTHORIZATIONS 2025-2026

BE IT RESOLVED that the Governing Board pursuant to Education Code Sections **§44263** hereby authorizes teachers to teach outside their credential authorization provided that the teachers has eighteen (18) semester units of lower division coursework or nine (9) semester units of upper division or graduate coursework in the content taught, and teacher any subject in departmentalized classed to a given class or group of student in grades K-12. The Tracy Unified School District currently has two (2) qualified teachers consenting to Ed Code §44263.

Education Code Section **§44256(b)** authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade nine (9), provided that the teacher has completed at least twelve (12) semester units of lower division or six (6) semester units of upper division or graduate coursework at an accredited institution in each subject to be taught. The Tracy Unified School District currently has fourteen (14) qualified teachers consenting to Ed Code §44256(b).

PASSED and ADOPTED by the Board of Trustees of the Tracy Unified School District, San Joaquin, State of California, this 9th day of September 2025 by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

_____
President
Board of Trustees
Tracy Unified School District

_____
Clerk
Board of Trustees
Tracy Unified School District

ATTESTED:
I hereby certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District of San Joaquin on the date shown above.

_____
Clerk
Board of Trustees
Tracy Unified School District

TEACHERS TEACHING OUTSIDE THEIR CREDENTIALS 2025-2026 SCHOOL YEAR			
Teacher's Name	**Site**	**Ed Code**	**Subject**
Rhodes, Deborah	George Kelly	*44256(b)*	English
Arbogast, Dawn	Monte Vista	*44256(b)*	Math
Azevedo, Jolene	Monte Vista	*44256(b)*	Physical Education
Crawford, Donna	Monte Vista	*44256(b)*	English
Gibbons-Couris, Sarah	Monte Vista	*44256(b)*	English
Hendersen, Jeffery	Monte Vista	*44256(b)*	Social Science
McMinimy, Caroline	Monte Vista	*44263*	Social Science
Williams, Tia	Monte Vista	*44256(b)*	Social Science
Adams, David	Poet Christian	*44256(b)*	Math
Telles, Jeffrey	Poet Christian	*44256 (b)*	Social Science
Piuser, Adam	Tracy High	*44263*	Math
Bhargava, Aroma	Williams	44256(b)	Social Science
Campbell, Rhonda	Williams	*44256(b)*	English
Ignatovich, Teresa	Williams	*44256(b)*	English
Mohr, Laura	Williams	*44256(b)*	Social Science
Reszka, Cheryl	Williams	*44256(b)*	Social Science/Technology

Ed Code 44263	2 teachers
Ed Code 44256(b)	14 teachers

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: August 27, 2025
SUBJECT: **Acknowledge New Administrative Regulation 4112.21 District Interns (Second Reading)**

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and administrative regulations as current laws and requirements change. In alignment with CSBA updates to Intern Requirements, the District has updated Administrative Regulation 4112.21 to update and replace the existing Administrative Regulation.

RECOMMENDATION: Acknowledge new Administrative Regulation 4112.21 District Interns (Second Reading).

Prepared by: Tammy Jalique, Associate Superintendent for Human Resource

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.

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

DISTRICT INTERNS

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.

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

DISTRICT INTERNS

~~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

~~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

~~**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)

DISTRICT INTERNS

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

DISTRICT INTERNS

Ed. Code 44225
Ed. Code 44225.7
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 of Human Resources
DATE: August 27, 2025
SUBJECT: **Adopt Revisions to Board Policy 4117.2, 4217.2, 4317.2 Resignations (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 Resignations, the District has created an all-personnel Board Policy 4117.2, 4217.2 to replace existing board policies 4117.2, 4217.2.

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

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources

RESIGNATIONS

~~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)

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.

Human Resources – All Personnel

RESIGNATIONS

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 for Human Resources
DATE: August 27, 2025
SUBJECT: **Adopt Revisions to Board Policy 4119.22, 4219.22, 4319.22 Dress and Grooming (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 Dress and Grooming, 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 (Second Reading).

Prepared by: Tammy Jalique, Associate Superintendent for 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: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 27, 2025
SUBJECT: **Adopt Revisions to Board Policies 4127, 4227, 4327 and Acknowledge Revisions to Administrative Regulations 4127, 4227, 4327 Temporary Athletic Team Coaches (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 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 4327.

RECOMMENDATION: Adopt Revisions to Board Policies 4127, 4217, 4327 and Acknowledge Revisions to Administrative Regulations 4127, 4227, 4327 Temporary Athletic Team Coaches (Second 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

~~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

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

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

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

~~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

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

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

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

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 18, 2025
SUBJECT: **Approve New Job Description for Director of ELOP and School Readiness**

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. This position, if approved, will provide oversight of ELOP program funding and District preschool programs.

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

FUNDING: No funding impact.

RECOMMENDATION: Approve New Job Description for Director of ELOP and School Readiness.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Director of ELOP and School Readiness

DEPARTMENT: Educational Services

POSITION SUMMARY:
Under the direction of the Associate Superintendent for Educational Services, or his/her designee, the Director of ELOP and School Readiness will manage the oversight of the District's ELOP and School Readiness Programs.

ESSENTIAL FUNCTIONS:

1. Serve as the District coordinator for Expanded Learning Opportunities Program (ELOP) and School Readiness, including planning, implementation, and evaluation of enrichment, learning, and early education activities.
2. Plan, write, implement, and monitor the District's Expanded Learning Opportunities Program (ELOP) Plan, School Readiness Plan, and transition programs such as Kindergarten Bridge and Countdown to Kindergarten.
3. Plan, supervise, and direct the operation of existing and future expanded learning and school readiness programs in accordance with District policies, state regulations, and federal guidelines.
4. Provide leadership to staff in determining objectives and identifying program needs as the basis for developing short- and long-term plans.
5. Hire, supervise, and evaluate staff assigned to expanded learning and school readiness programs, ensuring adherence to District guidelines and supporting professional growth.
6. Provide technical assistance, training, and in-service professional development to program staff, site administrators, and community partners.
7. Develop and facilitate articulation meetings between pre-kindergarten, transitional kindergarten, and primary grade teachers.
8. Oversee and develop procedures and policies for before school, after school, intersession, attendance recovery, summer learning, and transition programs.
9. Coordinate student enrollment, scheduling, and safe transitions between regular school day and extended learning activities.
10. Implement high-quality, needs-driven programs and services aligned with the community school model, including expanded learning, early learning, family engagement, health services, and targeted interventions.
11. Identify and provide support to early childhood providers, families, and children 0–5 to ensure readiness for school success.
12. Ensure programs reflect cultural and linguistic appropriateness in services and communication.
13. Direct and monitor the preparation and maintenance of records and reports required by the California Department of Education and other agencies.

14. Collect, analyze, and report data on attendance, expenditures, program quality, and student outcomes; make adjustments as needed.
15. Participate in the development and review of program budgets and staffing plans to ensure fiscal and regulatory compliance.
16. Research and write grants to support sustainability of programs.
17. Build and maintain strong communication and collaborative relationships with parents, school staff, site principals, community agencies, contractors, and county partners.
18. Serve as a liaison among families, school readiness programs, expanded learning programs, TK–12 schools, and community organizations.
19. Facilitate advisory committees and District councils to support continuous program evaluation, modification, and improvement.
20. Represent the District in cooperative relationships, community partnerships, and county/regional initiatives related to school readiness and expanded learning.
21. Provide oral and written reports to District leadership, staff, and the community.
22. Develop newsletters, brochures, bulletins, and social media content to inform and engage families and stakeholders.
23. Organize activities and events to showcase student work, support parents, and celebrate community diversity.
24. Maintain knowledge of state and federal laws, legislation, and guidelines related to expanded learning and early care and education.
25. Attend relevant workshops, conferences, and meetings.
26. Perform site visits to assess program implementation, safety, and quality standards.
27. Perform other related duties as assigned.

SKILLS AND QUALIFICATIONS:

1. Knowledge of Federal, State, and County laws, regulations, and requirements related to expanded learning, preschool, early childhood, and school readiness programs.
2. Knowledge of California TK–12 educational system, including preschool curriculum, Learning Foundations, and pre-kindergarten Learning & Development Guidelines.
3. Knowledge of Expanded Learning statewide quality standards, program requirements, and expectations.
4. Knowledge of developmentally appropriate practices in early childhood education, literacy development, and school readiness.
5. Knowledge of culturally and linguistically responsive pedagogy, bilingual education, and effective strategies for English learners and students with special needs.
6. Knowledge of curriculum, instruction, methodology, and research-based strategies for diverse student populations.
7. Knowledge of continuous improvement processes, program evaluation methods, and data-driven decision making.
8. Knowledge of grant administration, budgeting, data collection, reporting, and program management.

9. Knowledge of the California Local Control Funding Formula (LCFF) and Local Control Accountability Plan (LCAP).
10. Knowledge of principles of supervision, training, program administration, and professional communication.
11. Ability to develop, implement, and lead Expanded Learning and School Readiness programs with vision and initiative.
12. Ability to plan, organize, coordinate, and evaluate before/after school, summer, intersession, and transition programs.
13. Ability to supervise, evaluate, and support staff while managing multiple sites, programs, and budgets.
14. Ability to work effectively, empathetically, and collaboratively with diverse racial, ethnic, linguistic, disability, and socioeconomic groups.
15. Ability to interpret and apply laws, regulations, policies, and procedures.
16. Ability to build and maintain positive, professional relationships with students, staff, parents, community members, and partner agencies.
17. Ability to plan and conduct events with parents, preschool children, and community partners.
18. Ability to communicate clearly and effectively in writing, orally, and through presentations and reports.
19. Ability to use technology to enhance efficiency, reporting, and communication.
20. Ability to meet deadlines and adapt to changing program needs while ensuring compliance with requirements.

EDUCATION AND EXPERIENCE:

A valid California Administrative Services credential and Child Development Program Director Permit are required; Master's Degree is preferred. Three years' experience as a classroom teacher, knowledge of preschool curriculum and preschool foundations is required. A valid California Driver's License is required. Bilingual in Spanish is preferred.

PHYSICAL REQUIREMENTS:

Employees in this position must be/have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Enter data/information into a computer terminal and operate standard office equipment for extended periods of time.
4. See and read a computer screen and printed matter with or without vision aids.
5. Speak so that others may understand at normal levels and on the telephone.
6. Hear and understand at normal levels and on the telephone with or without hearing aids.
7. Bend, squat, stoop and/or climb for extended periods of time.
8. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
9. Lift and/or carry up to 45 pounds at waist height for short distances.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors and outdoors in a standard office and/or classroom or other preschool and before/after school program environments, and come in direct contact with District staff, both public and private staff, students, parents, and other community members. In addition, the Director of ELOP and School Readiness will attend and/or present at late evening and/or weekend ELOP and School Readiness events/meetings. Director of ELOP and School Readiness must perform duties and responsibilities that occur outside school buildings and facilities on the school campus and at other ELOP and School Readiness related activities and events.

SALARY: Leadership/Management Salary Schedule Range 58

DAYS OF SERVICE: 225

Board Approved:
Revised:

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 18, 2025
SUBJECT: **Approve Revised Job Description for Health Technician/LVN**

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. The attached revised job description was negotiated with CSEA to address job duties and increasing compensation to a more competitive salary range.

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

FUNDING: General Fund impact due to increased salary range.

RECOMMENDATION: Approve Revised Job Description for Health Technician/LVN.

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

TENTATIVE AGREEMENT
BETWEEN
TRACY UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS TRACY CHAPTER #098

The California School Employees Association and its Tracy Chapter #098 (hereafter "CSEA") and the Tracy Unified School District (hereafter "CSEA") have reached an agreement on the revisions to the Health Technician/LVN job description.

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSTION TITLE: Health Technician/LVN

DEPARTMENT/DIVISION: Health Services

WORKYEAR CALENDAR: 12 Months / 260 Work Days

POSITION SUMMARY:

Under the direct supervisory authority of the Director of Student Services or their designee, and the frequent direction of the school nurses, assists in the care and education of children with physical and/or mental impairments by performing specialized health care procedures and/or other health related duties as assigned. Does related work as required. This position may serve at multiple sites throughout the District; use of personal vehicle may be required.

ESSENTIAL FUNCTIONS:

1. Takes action in emergency situations and other medical emergencies.
2. Performs clean and/or sterile catheterizations, tracheostomy suctioning, ostomy care.
3. Feeds physically impaired students including gastrostomy tube feedings.
4. Monitors general well-being of children.
5. Helps monitor diabetic students' needs, administering medications as directed by prescription or other care as needed.
6. Assists in a variety of clerical duties, including but not limited to preparing testing forms or reports, updating student health logs, and other data entry/clerical tasks.
7. Helps monitor the immunization status of students.
8. Helps maintain accurate documentation of students' health screening results.
9. Performs other related duties as required.

EDUCATION AND EXPERIENCE:

LVN (Licensed Vocational Nurse) required; Experience in an education setting preferred; experience working with children with various disabilities preferred, but not required. Valid driver's license required. Must provide proof of auto insurance and meet District auto insurance requirements. This position is subject to DMV pull notice.

SKILLS AND QUALIFICATIONS:

1. Knowledge of modern medical practices and techniques.
2. Knowledge and ability to assist an injured child.
3. Ability to work cooperatively and effectively with students, staff, parents, personnel from other agencies, and the community.
4. Ability to maintain confidentiality.
5. Ability to be flexible and receptive to change.
6. Ability to enter data into a computer terminal/typewriter.
7. Ability to operate standard office equipment and use a telephone.
8. Ability to maintain cooperative working relationships with those contacted in the course of work.

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

1. Sit for extended periods of time.
2. Enter data into a computer terminal and operate standard office equipment.
3. See and read a computer screen and printed matter with or without vision aids.
4. Hear and understand speech at normal levels and on the telephone with or without hearing aids.
5. Speak so that others can understand at normal levels and on the telephone with or without hearing aids.
6. Stand and/or walk for extended periods of time.
7. Bend, squat, stoop, reach overhead, and grasp.
8. Push/pull up to 75 lbs.
9. Lift and carry up to 75 lbs. at waist height for short distances.
10. Manual dexterity to utilize medical equipment using both hands.
11. Facility to speak in audible tones so that others may clearly understand instructions in presentations.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office environment and outdoors and come in direct contact with TUSD staff, students and the public.

SALARY: Classified range 50

REVISED: TBD

Signed this 11th day of June, 2025.

Tammy Jalique
Associate Superintendent for Human Resources

Michael Caulfield
President, CSEA Chapter 98

Debra Ladwig
Labor Representative, CSEA