NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
SEPTEMBER 23, 2025

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

TUSD board meetings are held in person.

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

TIME: **6:30 PM** **Closed Session**
7:00 PM **Open Session**

AGENDA

Pg. No.

1. **Call to Order**

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

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

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

3.2 **Educational Services:**

3.2.1 Finding of Facts: 25/26#04, 25/26#05, 25/26#07
Education Code §48912

3.2.2 Confidential Student Matter: Early Graduation: TISCS#10363597, TISCS#10329951

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

3.3 **Human Resources:**

3.3.1 Consider Unpaid Leave of Absence for Certificated Employee #UC-1422

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

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

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

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

4. **Adjourn to Open Session**

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

6. **Closed Session Issues:**
   6a Action Taken on Finding of Facts: 25/26#04, 25/26#05, 25/26#07
   3.2.1
   Action: Motion ____ Second ___. **Vote:** Yes___; No___; Absent___; Abstain ___
   6b Report Out of Action Taken on Early Graduation: TISCS#10363597, TISCS#
   3.2.2 10329951
   Action: **Vote:** Yes___; No___; Absent___; Abstain ___
   6c Report Out of Action Taken on Consider Unpaid Leave of Absence for
   3.3.1 Certificated Employee #UC-1422
   Action: **Vote:** Yes___; No___; Absent___; Abstain ___

7. **Approve Regular Minutes of September 9, 2025** **1-5**
   Action: Motion__ ; Second __. **Vote:** Yes __; No __; Absent ___; Abstain ___

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

9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
   9.1 Monte Vista Middle 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.

    10.2 **Educational Services:**
    10.2.1 School Site Council Handbook (Separate Cover) **6**

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

12. **PUBLIC HEARING:** None.

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

13.1 Administrative & Business Services:

13.1.1	Approve Out of State Travel for the Director and Coordinator of Food Services to Attend the American Commodities Distribution Association 2026 Annual Conference in Seattle, WA on April 18-22, 2026	**7**
13.1.2	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	**8-10**
13.1.3	Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District	**11-12**
13.1.4	Approve Entertainment, Assembly, Service, Business and Food Vendors	**13-14**
13.1.5	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2025/26 School Year	**15-16**
13.1.6	Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete, and Surplus Furniture, Computers, and Equipment through Disposal Service	**17-19**
13.1.7	Approve Accounts Payable Warrants (July and August 2025) (Separate Cover)	**20**
13.1.8	Approve Payroll Reports (July and August 2025)	**21-29**
13.1.9	Approve Revolving Cash Fund Report (July and August 2025)	**30-36**

13.2 Educational Services:

13.2.1	Approve Agreement for Special Contract Services with Marzano Resources for Professional Development for District Administrators on the Topic of High Reliability Schools	**37-44**
13.2.2	Approve Agreement for Contract Services Between San Joaquin County Office of Education and TUSD for Fall Camps to SJCOE Durham Ferry	**45-50**
13.2.3	Ratify Agreement for Contract Services Between IXL Learning and George & Evelyn Stein High School for the 2025-2026 School Year	**51-59**
13.2.4	Approve Agreement for Special Contract Services with Quest Science Center at McKinley Elementary School for the 2025-2026 School Year	**60-65**
13.2.5	Approve Proposal for Materials and Professional Development with Teacher Created Materials for the 2025-2026 School Year and Summer School	**66-69**
13.2.6	Ratify Special Contract Services Agreement with Augmentative Communication Solutions for an AAC/AT Independent Education Evaluation (IEE)	**70-73**

13.2.7	Ratify Special Contract Services Agreement with School Psychology Group for Two Independent Education Evaluations (IEEs)	**74-78**
13.2.8	Approve Agreement for Special Contract Services with San Joaquin County Office of Education to Provide LETRS Early Literacy Training	**79-82**
13.2.9	Approve Out-of-State Travel for District Administrators for the HRS Summit with Marzano Resources on the Topic of High Reliability Schools	**83-84**
13.2.10	Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2025-2026 School Year	**85-88**
13.2.11	Approve Agreement for Contract Services with Community Medical Centers to Provide Mandatory Substance Use Counseling to Students During the 2025-2026 School Year	**89-93**
13.2.12	Approve Agreement for Contract Services with Community Medical Centers to Provide Anger Management Counseling Classes to Students During the 2025-2026 School Year	**94-98**
13.2.13	Approve Out of State Overnight Travel for the West High Wrestling Team to Attend Sierra Nevada Classic Reno, Nevada, December 28-30, 2025	**99**
13.2.14	Approve Overnight Travel for the Kimball High School Cross Country Team and Coaches to Attend the Mt. SAC Invitational in Walnut, CA on October 23-26, 2025	**100**
13.2.15	Receive Update on Quarterly Williams Complaint Report for the Quarter Ending October 15, 2025	**101-102**
13.2.16	Approve Out-of-State Travel for One Psychologist to Conduct Two Out-of- State Assessments in Utah	**103**

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	**104-105**
13.3.2	Approve Classified, Certificated, and/or Management Employment	**106-107**

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

14.1 Administrative & Business Services:

14.1.1	Approve the Unaudited Statement of Receipts and Expenditures for the 2024/2025 Fiscal Year (Separate Cover)	**108**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.1.2	Adopt Resolution #25-05 Recertifying the Appropriation "Gann" Limits for the 2024/2025 School Year for Tracy Unified School District	**109-114**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

14.2 Educational Services: None.

14.3 Human Resources:

14.3.1	Approve a Declaration for a Provisional Internship Permit	**115-116**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

14.3.2	Approve a Variable Term Waiver Certificate of Completion of Staff Development (SDAIE)	**117-118**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.3	Acknowledge Revisions to Administrative Regulations 4112.6, 4212.6, and 4312.6 Personnel Records and Abolish Board Policies 4112.6, 4212.6, and 4312.6 (First Reading)	**119-127**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.4	Adopt Revised Board Policy and Acknowledge Revisions to Administrative Regulations 4112.2 Certification (First Reading)	**128-149**
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** October 28, 2025
    - **17.2** November 12, 2025 (Wednesday)
    - **17.3** December 9, 2025
    - **17.4** January 13, 2026

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, September 9, 2025

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

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

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

Closed Session:

6a	Action Taken on Finding of Facts: 25/26#02, 25/26#03
3.2.1	
Action:	Hawkins, Cheeseman. **Vote:** Yes-6; No-0; Absent-1 (Alexander).
6d	Report Out of Action Taken on Early Graduation: TISCS#10355493,
3.2.2	TISCS #10360703, TISCS#10357572
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Alexander).
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:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Alexander).
6d	Report Out of Action Taken on Consider Paid/Unpaid Leave of Absence
3.3.2	for Classified Employee #UCL-532
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Alexander).

Minutes: **7. Approve Regular Minutes of August 26, 2025.**
Action: Secker, Fagin. **Vote:** Yes-6; No-0; Absent-1 (Alexander).

Audience: Jacqui Nott, Ellen Dominguez, Derek Sprecksel, Erin Quintana, Jason Noll, Tammy Peterson, Carmen Lopez, Erika Cabral, Kaleigh Felisberto, Tina Brown

Student Rep Reports: **8.1** None.

Recognition & Presentations: **9.1 Jacobson Elementary School** Principal Derek Sprecksel, along with Assistant Principal Erika Cabral, and Carmen Lopez, Jacobson's K-3 Reading Support Teacher, shared the Jacobson Elementary School Reading Support Program which provides support to students that need additional instruction and time to learn word recognition and comprehension skills. Students in need of additional support are identified based on assessed proficiency levels utilizing phonics skills testing and the Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS) program. SIPPS provides systematic and structured instruction and is an effective reading program for students with dyslexia and other reading difficulties. Jacobson's site goal is for a 20% increase in reading proficiency.

9.2 **Bohn Elementary School** Principal Jacqui Nott, Assistant Principal Ellen Dominguez, and Tina Brown, Bohn's Reading Support and Intervention Teacher, shared a snapshot of their first four weeks of school with their Reading Support and Intervention Program. Beginning with assessments, they used the testing of letters, sounds, and names to start platooning. Platooning is taking the students and shuffling them among the teachers to get what they need to be successful. Utilizing co-teaching allows them to work with the classroom teacher as a team, to meet the needs of all. Bohn is also excited about their Learning Center. In the center, they have students with IEPs working side by side with general education students that have the same needs. This enables them to meet the needs of more students while supporting their more at-risk students to close learning gaps.

Information & Discussion Items:

10.1 None.

Hearing of Delegations

11. Mario Rodriguez is a parent within the district. He spoke to request for two items to be placed on an upcoming agenda. He would like additional funding for football safety equipment at all three high schools. His son received gear labeled from 2017. The lifespan of a helmet is ten years; however, he believes new helmets are five times safer than the helmets being issued He also feels there is the need for an additional practice turf field. The field cannot be used due to gophers making holes and causing tripping hazards. With girl's flag football, junior and varsity football, and band practice, the current practice field is constantly used, and the teams do not have enough time to get their fair practice time in.

Public Hearing:

12.1 None.

Consent Items:

13. **Board approval of any agenda item requiring insurance or fingerprint clearance is conditioned upon receipt of appropriate documentation by Tracy Unified.**
Action: Conversation was held concerning parental notification. A motion was made to table agenda item #13.2.15 for a future meeting. Motion Secker, Hawkins. **Vote:** Yes-5; No-1 (Cheeseman); Absent-1 (Alexander).
Action: Motion to approve all Consent items except for #13.2.15. Fagin, Traina. **Vote:** Yes-6; No-0; Absent-1 (Alexander). Item #13.2.5 was approved as amended.

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

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

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

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

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

13.2.2 Ratify Master Contract (MC) for Summa Academy NPS for the 2025-2026 School Year (Separate Cover)

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

13.2.4 Approve Agreement for Contract Services Between Operation Scholars and North School for the 2025-2026 School Year

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

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

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

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

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

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

13.2.11 Ratify Master Contract (MC) for Sierra Vista Child & Family Services NPS for the 2025-2026 School Year (Separate Cover)

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

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

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

13.2.15 Approve Agreement for Contract Services between San Joaquin Pride Center TUSD for the 2025-2026 School Year

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

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

13.3 **Human Resources:**

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

13.3.2 Approve Classified, Certificated and/or Management Employment

Action Items:

14.1 **Administrative & Business Services:**

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

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

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

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

14.3 **Human Resources:**

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

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

14.3.2 Acknowledge New Administrative Regulation 4112.21 District Interns (Second Reading)

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

14.3.3 Adopt Revisions to Board Policy 4117.2, 4217.2, 4317.2 Resignations (Second Reading)

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

14.3.4 Adopt Revisions to Board Policy 4119.22, 4219.22, 4319.22 Dress and Grooming (Second Reading)

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

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)

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

14.3.6 Approve New Job Description for Director of ELOP and School Readiness

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

14.3.7 Approve Revised Job Description for Health Technician/LVN

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

Board Reports:

Trustee Traina is excited about the reading program that the district has embraced, reading has always been her passion. In grades K-3, the focus of teaching reading is to have them learn to read. From grade fourth on, you are teaching them to read to learn, and the content piece comes in. That jump is pivotal to a student's success in school. Trustee Secker thanked Jacobson and Bohn for presenting. One of his top

priorities is looking at the "learning to read" areas. He was impressed with the data tracking presented. He also shared the Tracy Breakfast Lions club is going to have a flagpole delivered next week for Tracy High's Vic Alkire Baseball Field. Trustee Cheeseman also found both school reports awesome, it was helpful for her to see the visual of the chart. Trustee Hawkins said, "As a board, there haven't been many items discussed in open session. It cannot be about what we think, it should be a question of what we are allowed to do". We need to think things out and he is happy to table the item and obtain more information. Trustee Fagin expressed this type of reading program would have been helpful to him as a student. Trustee Silcox passed on comment.

Superintendent Report: Dr. Pecot said the reading support program is run by a collective team. The teachers, paras, and principals taking part in the program are seeing very positive progress. He was at Bohn today and the students were active and engaged.

Adjourn: 7:56 PM

_____ _____

Clerk Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 3, 2025
SUBJECT: **TUSD School Site Council Handbook**

BACKGROUND: In California, School Site Councils (SSCs) are mandated bodies established under Education Code sections 64001 and 65000–65001. Their primary purpose is to provide a structured forum for parents, students, teachers, administrators, and other staff to collaboratively develop, monitor, and evaluate the Single Plan for Student Achievement (SPSA). Through this process, SSCs ensure that state and federal resources are aligned with student needs and that decisions are rooted in shared governance and accountability.

Although Tracy Unified School District has long implemented SSCs at each school site, the district has not previously provided a unified handbook to guide SSC operations.

RATIONALE: The creation of a districtwide SSC Handbook establishes a consistent framework for all schools while still allowing site-based flexibility. A clear handbook benefits all stakeholders by:

- **Clarifying Roles and Responsibilities**: Members, including parents, students, teachers, and administrators, will better understand their duties and decision-making authority.
- **Ensuring Compliance**: Aligns district practices with California Education Code, federal Title I regulations, and Local Control and Accountability Plan (LCAP) priorities.
- **Building Transparency and Trust**: Establishes clear processes for elections, meetings, agendas, minutes, and SPSA development so the wider school community can understand and engage with SSC actions.
- **Promoting Sustainability**: Reduces dependence on institutional memory or individual site leaders by providing a durable, district-adopted resource for future councils.

FUNDING: N/A.

RECOMMENDATION: N/A.

Prepared by: Michael Stagnaro, Coordinator of Continuous Improvement.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 9, 2025
SUBJECT: **Approve Out of State Travel for the Director and Coordinator of Food Services to Attend the American Commodities Distribution Association 2026 Annual Conference in Seattle, WA on April 18-22, 2026**

BACKGROUND: The American Commodity Distribution Association is holding its annual conference in Seattle, WA which is provided to school nutrition professionals. There will be educational sessions with various topics. The American Commodity Distribution Association's mission is to strengthen the impact of domestic USDA Foods Programs.

RATIONALE: The educational sessions will vary in topics including community feeding, understanding role and responsibilities of different USDA Foods stakeholder groups, maximizing USDA Foods entitlement dollars, regulations and guidance on Federal feeding programs and procurement.

FUNDING: The estimated total cost for this conference for both the Director of Food Services, Brandy Campbell, and the Coordinator of Food Services, Rachel Pollard, is $8500.00. The estimated cost includes registration, lodging, transportation, and meals. The cost of this conference will be paid out of Fund 13.

RECOMMENDATION: Approve Out of State Travel for the Director and Coordinator of Food Services to Attend the American Commodity Distribution Association 2026 Annual Conference in Seattle, WA on April 18-22, 2026.

Prepared by: Brandy Campbell, Director of Food Services.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 10, 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 23, 2025

A.

Vendor:	Anaya Construction
Sites:	Bohn Elementary
Item:	Proposal
Services:	Remodel Boys' Restrooms
Cost:	$15,950.00
Project Funding:	Fund 25

B.

Vendor:	Opening Technologies, Inc.
Sites:	Various Sites
Item:	Proposal
Services:	Install CDSI Kits for 7 Modulars Ph3
Cost:	$15,425.00
Project Funding:	Fund 25

C.

Vendor:	Terracon
Sites:	Kimball High School
Item:	Proposal
Services:	Geotechnical Engineering Services
Cost:	$28,000.00
Project Funding:	Measure O Bond

D.

Vendor:	Park Planet
Sites:	Jacobson Elementary School
Item:	Proposal
Services:	Playground Install
Cost:	$196,472.59
Project Funding:	Fund 25

E.

Vendor:	Park Planet
Sites:	Bohn Elementary School
Item:	Proposal
Services:	Playground Install
Cost:	$196,579.89
Project Funding:	Fund 25

F.

Vendor:	Park Planet
Sites:	Poet School
Item:	Proposal
Services:	Playground Install
Cost:	$175,797.75
Project Funding:	Fund 25

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: September 10, 2025
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

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

1. Exigency Healthcare Services LLC. - $2,000.00, check #1005. Donation is used towards new uniforms for the girls' volleyball teams.
2. Tracy Police Officers Association - $500.00, check #2078. Donation is used towards costs of leadership activities.

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, Associate Superintendent of Business Services
DATE: September 11, 2025
SUBJECT: **Approve Entertainment, Assembly, Service, Business and Food Vendors**

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

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

Board Meeting Date	Board Approval Required Vendor Name	Insurance Expiration
9/23/2025	**Mama's Lemonade** - Lemonade Vendor, selling different types of lemonades, Antonio Orozco, 209.719.9793, mamaslemonade24@gmail.com, Instagram:@mamas_lemonade_ **No food sales until 30 minutes after school, CONTRACT REQUIERED PRIOR TO OCCURRENCE.**	**4/23/2026**
9/23/2025	**Jill's Fruit On Top** - Sells Italian ice and iced drinks, Jill Macial, 209.273.661, jillsfruitontop@gmail.com, Instagram: @jillsfruitontop **No food sales until 30 minutes after school, CONTRACT REQUIERED PRIOR TO OCCURRENCE.**	**11/9/2025**

To that end, the above list of vendors have met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students. This list will be updated as needed and presented to the board for approval.

FUNDING: Per attached summary of requisitions.

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

PREPARED BY: Cerina V Reyes, Facility Use Coordinator.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 11, 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	*Approved*	*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 Girls Basketball Booster Club	*Recommended for approval*	*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, Associate Superintendent of Business Services
DATE: September 11, 2025
SUBJECT: **Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete, and Surplus Furniture, Computers, and Equipment through Disposal Service**

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

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

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

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

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

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

Or

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

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

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

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

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

Our surplus items will be processed under an agreement with the vendors, which outlines a salvage plan that includes the pick-up of obsolete items, 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.

OBSOLETE EQUIPMENT

Item	Quantity
Valcom and Rauland Clocks and Bell Systems	400

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 9, 2025
SUBJECT: **Approve Accounts Payable Warrants (July and August 2025)**

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (July and August 2025).

Prepared by: Lori Nelson, Director of Financial Services.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 9, 2025
SUBJECT: **Approve Payroll Reports (July and August 2025)**

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (July and August 2025).

Prepared by: Lori Nelson, Director of Financial Services.

Pay Date 07/10/2025 **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	732,715.89	Teachers' Salaries
	1200	207.28	Cert Pupil Support Salaries
	1300	2,043.25	
	1900	6,274.02	
	2100	91,257.68	Instructional Aides' Salaries
	2200	170,870.18	Classified Support Salaries
	2300	8,593.44	
	2400	22,281.63	
	2900	8,108.71	Other Classified Salaries
	Total Labor	**1,042,352.08**	

Fund 01	SACS Object	Amount	
	3101	116,408.82	STRS On 1000 Salaries
	3201	144.45	PERS On 1000 Salaries
	3202	28,804.94	PERS On 2000 Salaries
	3301	13,176.96	
	3302	20,111.46	
	3501	370.71	State Unemploy On 1000 Salary
	3502	149.24	State Unemploy On 2000 Salary
	3601	12,346.17	Worker'S Comp Ins On 1000 Sal
	3602	5,015.39	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**196,528.14**	

Fund 09	SACS Object	Amount	
	1100	16,921.28	Teachers' Salaries
	2400	829.64	
	Total Labor	**17,750.92**	

Fund 09	SACS Object	Amount	
	3101	3,231.96	STRS On 1000 Salaries
	3202	80.39	PERS On 2000 Salaries
	3301	245.36	
	3302	63.47	
	3501	8.46	State Unemploy On 1000 Salary
	3502	0.42	State Unemploy On 2000 Salary
	3601	281.86	Worker'S Comp Ins On 1000 Sal
	3602	13.82	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**3,925.74**	

Fund 11	SACS Object	Amount	
	1100	5,911.48	Teachers' Salaries
	1200	207.28	Cert Pupil Support Salaries
	2100	1,960.31	Instructional Aides' Salaries
	2400	2,457.01	
	Total Labor	**10,536.08**	

Fund 11	SACS Object	Amount	
	3101	891.19	STRS On 1000 Salaries
	3202	747.88	PERS On 2000 Salaries
	3301	88.73	
	3302	337.93	
	3501	3.06	State Unemploy On 1000 Salary
	3502	2.21	State Unemploy On 2000 Salary
	3601	101.91	Worker'S Comp Ins On 1000 Sal
	3602	73.58	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**2,246.49**	

Fund 12	SACS Object	Amount	
	1100	600.89	Teachers' Salaries
	2100	15,521.39	Instructional Aides' Salaries
	2400	597.60	
	Total Labor	**16,719.88**	

Fund 12	SACS Object	Amount	
	3101	53.48	STRS On 1000 Salaries
	3102	296.13	STRS On 2000 Salaries
	3202	2,087.86	PERS On 2000 Salaries
	3301	13.98	
	3302	977.36	
	3501	0.30	State Unemploy On 1000 Salary
	3502	8.05	State Unemploy On 2000 Salary
	3601	10.00	Worker'S Comp Ins On 1000 Sal
	3602	268.46	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**3,715.62**	

Fund 13	SACS Object	Amount	
	2200	39,996.64	Classified Support Salaries
	2300	77.10	
	Total Labor	**40,073.74**	

Fund 13	SACS Object	Amount	
	3202	5,687.12	PERS On 2000 Salaries
	3302	2,537.94	
	3502	20.02	State Unemploy On 2000 Salary
	3602	667.51	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**8,912.59**	

Pay Date 07/31/2025 **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	750,190.41	Teachers' Salaries
		1200	755,616.92	Cert Pupil Support Salaries
		1300	725,651.62	Cert Suprvsrs' & Admins' Sal
		1900	131,449.05	Other Certificated Salaries
		2100	29,592.38	Instructional Aides' Salaries
		2200	1,122,659.28	Classified Support Salaries
		2300	308,480.20	Class Suprvsrs' & Admins' Sal
		2400	430,612.37	Clerical & Office Salaries
		2900	12,693.62	Other Classified Salaries
		Total Labor	**4,266,945.85**	

Fund	01	SACS Object	Amount	
		3101	436,018.16	STRS On 1000 Salaries
		3102	13,361.19	STRS On 2000 Salaries
		3201	23,490.50	PERS On 1000 Salaries
		3202	491,161.71	PERS On 2000 Salaries
		3301	36,552.09	
		3302	137,898.91	
		3401	170,311.84	
		3402	260,296.98	
		3501	1,181.38	State Unemploy On 1000 Salary
		3502	951.12	State Unemploy On 2000 Salary
		3601	40,547.50	Worker'S Comp Ins On 1000 Sal
		3602	32,673.33	Worker'S Comp Ins On 2000 Sal
		3701	65,802.48	
		3702	29,115.10	
		3901	140.88	
		Total Contributions	**1,739,503.17**	

Fund	09	SACS Object	Amount	
		1100	42,434.67	Teachers' Salaries
		1200	12,270.00	Cert Pupil Support Salaries
		1300	11,682.51	Cert Suprvsrs' & Admins' Sal
		2400	11,578.24	Clerical & Office Salaries
		Total Labor	**77,965.42**	

Fund	09	SACS Object	Amount	
		3101	12,679.95	STRS On 1000 Salaries
		3202	3,104.12	PERS On 2000 Salaries
		3301	908.07	
		3302	885.99	
		3401	5,070.83	
		3402	1,225.42	
		3501	33.20	State Unemploy On 1000 Salary
		3502	5.79	State Unemploy On 2000 Salary
		3601	1,139.20	Worker'S Comp Ins On 1000 Sal
		3602	198.68	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**25,251.25**	

Fund	11	SACS Object	Amount	
		1200	9,775.16	Cert Pupil Support Salaries
		1300	13,901.60	Cert Suprvsrs' & Admins' Sal
		2400	3,540.71	Clerical & Office Salaries
		Total Labor	**27,217.47**	

Fund	11	SACS Object	Amount	
		3101	4,522.26	STRS On 1000 Salaries

3202	949.26	PERS On 2000 Salaries
3301	324.70	
3302	270.87	
3401	1,424.93	
3402	559.05	
3501	11.84	State Unemploy On 1000 Salary
3502	1.77	State Unemploy On 2000 Salary
3601	406.29	Worker'S Comp Ins On 1000 Sal
3602	60.76	Worker'S Comp Ins On 2000 Sal
Total Contributions	**8,531.73**	

Fund 12	**SACS Object**	**Amount**	
	2300	6,346.88	Class Suprvsrs' & Admins' Sal
	Total Labor	**6,346.88**	

Fund 12	**SACS Object**	**Amount**	
	3202	1,701.60	PERS On 2000 Salaries
	3302	485.54	
	3402	44.25	
	3502	3.17	State Unemploy On 2000 Salary
	3602	108.91	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**2,343.47**	

Fund 13	**SACS Object**	**Amount**	
	2200	29,021.97	Classified Support Salaries
	2300	30,913.09	Class Suprvsrs' & Admins' Sal
	2400	17,469.71	Clerical & Office Salaries
	Total Labor	**77,404.77**	

Fund 13	**SACS Object**	**Amount**	
	3202	20,752.18	PERS On 2000 Salaries
	3302	5,897.30	
	3402	8,541.64	
	3502	38.72	State Unemploy On 2000 Salary
	3602	1,328.27	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**36,558.11**	

Pay Date 08/08/2025 **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	496,787.69	Teachers' Salaries
	1200	10,800.00	Cert Pupil Support Salaries
	1300	60,447.69	
	2100	125,904.96	
	2200	140,684.82	Classified Support Salaries
	2300	16,271.89	
	2400	23,725.26	Clerical & Office Salaries
	2900	4,873.95	
	Total Labor	**879,496.26**	

Fund 01	SACS Object	Amount	
	3101	94,978.57	STRS On 1000 Salaries
	3201	12,225.89	PERS On 1000 Salaries
	3202	18,060.81	PERS On 2000 Salaries
	3301	11,951.90	
	3302	22,189.50	
	3501	284.16	State Unemploy On 1000 Salary
	3502	154.67	State Unemploy On 2000 Salary
	3601	9,747.37	Worker'S Comp Ins On 1000 Sal
	3602	5,344.70	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**174,937.57**	

Fund 09	SACS Object	Amount	
	1100	31,200.00	Teachers' Salaries
	1200	5,400.00	Cert Pupil Support Salaries
	1300	8,500.00	
	2400	1,067.44	Clerical & Office Salaries
	Total Labor	**46,167.44**	

Fund 09	SACS Object	Amount	
	3101	8,614.10	STRS On 1000 Salaries
	3301	653.95	
	3302	81.66	
	3501	22.55	State Unemploy On 1000 Salary
	3502	0.53	State Unemploy On 2000 Salary
	3601	773.88	Worker'S Comp Ins On 1000 Sal
	3602	18.32	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**10,164.99**	

Fund 11	SACS Object	Amount	
	2100	687.69	
	2400	1,401.14	Clerical & Office Salaries
	Total Labor	**2,088.83**	

Fund 11	SACS Object	Amount	
	3202	319.87	PERS On 2000 Salaries
	3302	159.80	
	3502	1.04	State Unemploy On 2000 Salary
	3602	35.84	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**516.55**	

Fund	12	SACS Object	Amount	
		2100	556.56	
		2400	1,491.90	Clerical & Office Salaries
		Total Labor	**2,048.46**	

Fund	12	SACS Object	Amount	
		3302	156.71	
		3502	1.03	State Unemploy On 2000 Salary
		3602	35.15	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**192.89**	

Fund	13	SACS Object	Amount	
		2200	67,764.81	Classified Support Salaries
		Total Labor	**67,764.81**	

Fund	13	SACS Object	Amount	
		3202	12,572.28	PERS On 2000 Salaries
		3302	4,518.57	
		3502	33.89	State Unemploy On 2000 Salary
		3602	1,162.85	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**18,287.59**	
		9110	18,287.59-	Cash In County Treasury
		Total Contribution Offsets	**18,287.59-**	

Pay Date 08/29/2025 **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	6,119,840.08	Teachers' Salaries
		1200	798,213.97	Cert Pupil Support Salaries
		1300	754,929.93	Cert Suprvsrs' & Admins' Sal
		1900	222,242.11	Other Certificated Salaries
		2100	844,037.43	Instructional Aides' Salaries
		2200	1,303,602.06	Classified Support Salaries
		2300	308,880.20	Class Suprvsrs' & Admins' Sal
		2400	655,700.44	Clerical & Office Salaries
		2900	75,498.49	Other Classified Salaries
		Total Labor	**11,082,944.71**	

Fund	01	SACS Object	Amount	
		3101	1,430,730.72	STRS On 1000 Salaries
		3102	13,923.75	STRS On 2000 Salaries
		3201	96,915.31	PERS On 1000 Salaries
		3202	817,914.74	PERS On 2000 Salaries
		3301	130,703.32	
		3302	232,597.30	
		3401	711,416.70	
		3402	372,299.89	
		3501	3,947.54	State Unemploy On 1000 Salary
		3502	1,592.87	State Unemploy On 2000 Salary
		3601	135,481.55	Worker'S Comp Ins On 1000 Sal
		3602	54,701.25	Worker'S Comp Ins On 2000 Sal
		3701	76,905.65	
		3702	32,937.67	
		3901	140.88	
		Total Contributions	**4,112,209.14**	

Fund	09	SACS Object	Amount	
		1100	223,335.31	Teachers' Salaries
		1200	12,270.00	Cert Pupil Support Salaries
		1300	11,682.51	Cert Suprvsrs' & Admins' Sal
		2100	1,798.54	Instructional Aides' Salaries
		2400	15,980.84	Clerical & Office Salaries
		Total Labor	**265,067.20**	

Fund	09	SACS Object	Amount	
		3101	47,231.91	STRS On 1000 Salaries
		3202	4,766.65	PERS On 2000 Salaries
		3301	3,401.76	
		3302	1,341.51	
		3401	20,121.99	
		3402	2,291.53	
		3501	123.64	State Unemploy On 1000 Salary
		3502	8.89	State Unemploy On 2000 Salary
		3601	4,243.40	Worker'S Comp Ins On 1000 Sal
		3602	305.09	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**83,836.37**	

Fund 11	SACS Object	Amount	
	1100	45,561.57	Teachers' Salaries
	1200	9,775.16	Cert Pupil Support Salaries
	1300	13,901.60	Cert Suprvsrs' & Admins' Sal
	2100	2,253.00	Instructional Aides' Salaries
	2400	10,763.72	Clerical & Office Salaries
	Total Labor	**82,255.05**	

Fund 11	SACS Object	Amount	
	3101	13,224.52	STRS On 1000 Salaries
	3202	3,489.77	PERS On 2000 Salaries
	3301	966.75	
	3302	968.59	
	3401	4,910.66	
	3402	1,834.58	
	3501	34.62	State Unemploy On 1000 Salary
	3502	6.53	State Unemploy On 2000 Salary
	3601	1,188.13	Worker'S Comp Ins On 1000 Sal
	3602	223.35	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**26,847.50**	

Fund 12	SACS Object	Amount	
	2100	52,864.65	Instructional Aides' Salaries
	2300	6,346.88	Class Suprvsrs' & Admins' Sal
	2400	6,890.91	Clerical & Office Salaries
	Total Labor	**66,102.44**	

Fund 12	SACS Object	Amount	
	3102	624.00	STRS On 2000 Salaries
	3202	13,610.74	PERS On 2000 Salaries
	3302	4,398.64	
	3402	2,609.82	
	3502	33.06	State Unemploy On 2000 Salary
	3602	1,134.31	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**22,410.57**	

Fund 13	SACS Object	Amount	
	2200	224,348.96	Classified Support Salaries
	2300	51,811.09	Class Suprvsrs' & Admins' Sal
	2400	17,469.71	Clerical & Office Salaries
	Total Labor	**293,629.76**	

Fund 13	SACS Object	Amount	
	3202	71,249.06	PERS On 2000 Salaries
	3302	21,173.90	
	3402	21,659.69	
	3502	146.88	State Unemploy On 2000 Salary
	3602	5,038.65	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**119,268.18**	

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 9, 2025
SUBJECT: **Approve Revolving Cash Fund Reports (July and August 2025)**

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (July and August 2025).

Prepared by: Lori Nelson, Director of Financial Services.

TUSD
REVOLVING CASH FUND
July 2025

Date	Num	Name	Memo	Paid Amount
07/10/2025	**10164**	**DEPARTMENT OF MOTOR VEHIC...**	**01-0724-0-5750-3600-5800-840-9702**	
			01-0723-0-1110-3600-5800-840-9702	-98.00
TOTAL				-98.00
07/10/2025	**10165**	**DEPARTMENT OF MOTOR VEHIC...**	**01-0724-0-5750-3600-5800-840-9702**	
			01-0723-0-1110-3600-5800-840-9702	-98.00
TOTAL				-98.00
07/10/2025	**10166**	**DEPARTMENT OF MOTOR VEHIC...**	**01-0724-0-5750-3600-5800-840-9702**	
			01-0723-0-1110-3600-5800-840-9702	-98.00
TOTAL				-98.00
07/10/2025	**10167**	**DEPARTMENT OF MOTOR VEHIC...**	**01-0724-0-5750-3600-5800-940-9702**	
			01-0723-0-1110-3600-5800-840-9702	-98.00
TOTAL				-98.00
07/10/2025	**10168**	**DEPARTMENT OF MOTOR VEHIC...**	**01-0724-0-5750-3600-5800-840-9702**	
			01-0723-0-1110-3600-5800-840-9702	-98.00
TOTAL				-98.00
07/10/2025	**10169**	**DEPARTMENT OF MOTOR VEHIC...**	**01-0724-0-5750-3600-5800-840-9702**	
			01-0723-0-1110-3600-5800-840-9702	-98.00
TOTAL				-98.00
07/10/2025	**10170**	**CALIFORNIA HIGHWAY PATROL**	**01-0724-0-5750-3600-5800-840-9702**	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/10/2025	**10171**	**CALIFORNIA HIGHWAY PATROL**	**01-0724-0-5750-3600-5800-840-9702**	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/10/2025	**10172**	**CALIFORNIA HIGHWAY PATROL**	**01-0724-0-5750-3600-5800-840-9702**	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/10/2025	**10173**	**CALIFORNIA HIGHWAY PATROL**	**01-0724-0-5750-3600-5800-840-9702**	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00

TUSD
REVOLVING CASH FUND
July 2025

Date	Num	Name	Memo	Paid Amount
07/10/2025	**10174**	**CALIFORNIA HIGHWAY PATROL**	**01-0724-0-5750-3600-5800-840-9702**	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/10/2025	**10175**	**CALIFORNIA HIGHWAY PATROL**	**01-0724-0-5750-3600-5800-840-9702**	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/17/2025	**10176**	**TOGO'S**	**VOID: void check accidental print**	
TOTAL				0.00
07/03/2025	**10161**	**CASHIER DEPT. OF PESTICIDE R...**	**PO25-02788 Oscar Esparza and Andres Gam...**	
			01-8150-0-0000-8150-5800-800-9502	-435.00
			01-8150-0-0000-8150-5800-800-9502	-435.00
TOTAL				-870.00
07/03/2025	**10162**	**CASHIER DEPT. OF PESTICIDE R...**	**PO25-02788 Jesus Guzman and Steve Nelson**	
			01-8150-0-0000-8110-5800-800-9502	-435.00
			01-8150-0-0000-8110-5800-800-9502	-435.00
TOTAL				-870.00
07/03/2025	**10163**	**CASHIER DEPT. OF PESTICIDE R...**	**PO25-02788 Richard Pereira and Antonio Sa...**	
			01-8150-0-0000-8110-5800-800-9502	-435.00
			01-8150-0-0000-8110-5800-800-9502	-435.00
TOTAL				-870.00
07/10/2025	**10164**	**DEPARTMENT OF MOTOR VEHIC...**	**PO26-00487 Isabelle Brown fee**	
			01-0723-0-1110-3600-5800-840-9702	-98.00
TOTAL				-98.00
07/10/2025	**10165**	**DEPARTMENT OF MOTOR VEHIC...**	**PO2-00487 Luis Chavez fee**	
			01-0723-0-1110-3600-5800-840-9702	-98.00
TOTAL				-98.00
07/10/2025	**10166**	**DEPARTMENT OF MOTOR VEHIC...**	**PO26-00487 Robin Koti fee**	
			01-0723-0-1110-3600-5800-840-9702	-98.00
TOTAL				-98.00
07/10/2025	**10167**	**DEPARTMENT OF MOTOR VEHIC...**	**PO26-00487 Oscar Esparza**	
			01-0723-0-1110-3600-5800-840-9702	-98.00
TOTAL				-98.00

TUSD
REVOLVING CASH FUND
July 2025

Date	Num	Name	Memo	Paid Amount
07/10/2025	10168	DEPARTMENT OF MOTOR VEHIC...	PO26-00487 Angel Cabrera fee	
			01-0723-0-1110-3600-5800-840-9702	-98.00
TOTAL				-98.00
07/10/2025	10169	DEPARTMENT OF MOTOR VEHIC...	PO26-00487 James Bolla fee	
			01-0723-0-1110-3600-5800-840-9702	-98.00
TOTAL				-98.00
07/10/2025	10170	CALIFORNIA HIGHWAY PATROL	PO26-00473 Isabelle Brown fee	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/10/2025	10171	CALIFORNIA HIGHWAY PATROL	PO26-00473 Luis Chavez fee	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/10/2025	10172	CALIFORNIA HIGHWAY PATROL	PO26-00473 Robin Koti fee	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/10/2025	10173	CALIFORNIA HIGHWAY PATROL	PO26-00473 Oscar Esparaza fee	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/10/2025	10174	CALIFORNIA HIGHWAY PATROL	PO26-00473 Angel Cabrera fee	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/10/2025	10175	CALIFORNIA HIGHWAY PATROL	PO26-00473 James Bolla	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/17/2025	10176	TOGO'S	VOID: void check accidental print	
TOTAL				0.00
07/17/2025	10177	TOGO'S	PO26-00349 7/18/25 pickup	
			01-0000-0-0000-7110-4300-800-1101	-896.00
TOTAL				-896.00

TUSD
REVOLVING CASH FUND
July 2025

Date	Num	Name	Memo	Paid Amount
07/28/2025	**10178**	**BLACK BEAR DINER**	**JES REQ26-01062 8/1/25 event**	
			01-0000-0-1110-1000-4300-280-2323	-844.35
TOTAL				-844.35
07/28/2025	**10179**	**Elite Dj Entertainment Inc**	**REQ26-01063 7/30/25 Event**	
			01-0000-0-1110-2100-5800-810-2001	-995.00
TOTAL				-995.00
07/30/2025	**10180**	**BJs Restaurants**	**SHS REQ25-01113**	
			01-0000-0-1110-1000-4300-500-2323	-718.74
TOTAL				-718.74
07/30/2025	**10182**	**BLACK BEAR DINER**	**CES PO26-00983 8/1/25 event**	
			01-0000-0-1110-1000-4300-130-2323	-985.07
TOTAL				-985.07

TUSD
REVOLVING CASH FUND
August 2025

Date	Num	Name	Memo	Paid Amount
08/08/2025	**10183**	**Maria Sando Magan**	**01-0000-0-1110-8300-2206-806-9031**	
TOTAL				0.00
08/11/2025	**10188**	**Taqueria La Mexicana**	**SUP PO26-00352 8/12/25 Event**	
			01-0000-0-0000-7150-4300-800-1101	-220.03
TOTAL				-220.03
08/26/2025	**10193**	**DEPARTMENT OF MOTOR VEHIC...**	**Andres Gamboa Test PO26-00487**	
			01-0723-0-1110-3600-5800-840-9702	-98.00
TOTAL				-98.00
08/08/2025	**10183**	**Maria Sando Magan**	**VOID: Late Timesheet 8/10/25 Payroll**	
TOTAL				0.00
08/08/2025	**10184**	**Maria S. Magana**	**Late Timesheet 8/10/25 Payroll**	
			01-0000-0-1110-8300-2206-806-9031	-253.29
TOTAL				-253.29
08/08/2025	**10185**	**Monica M. Ocejo**	**Late Timesheet 8/10/25 payroll**	
			01-0000-0-1110-8300-2206-806-9031	-264.80
TOTAL				-264.80
08/08/2025	**10186**	**Alberto Pulido**	**Late Timesheet 8/10/25 Supplemental**	
			01-0000-0-1110-8300-2206-806-9031	-491.23
TOTAL				-491.23
08/08/2025	**10187**	**Amita Joshi**	**Late Timesheet 8/10/25 Supplemental**	
			01-0000-0-1110-8200-2205-806-8101	-871.75
TOTAL				-871.75
08/11/2025	**10188**	**Taqueria La Mexicana**	**SUP PO26-00352 8/12/25 Event**	
			01-0000-0-0000-7150-4300-800-1101	-220.03
TOTAL				-220.03
08/13/2025	**10190**	**Panda Express 807**	**REQ26-01231 Stemline 8/14/25**	
			01-0000-0-1110-2140-4300-800-1009	-217.58
TOTAL				-217.58

TUSD
REVOLVING CASH FUND
August 2025

Date	Num	Name	Memo	Paid Amount
08/13/2025	**10191**	**Melanie Boynton**	**VAC Payoff 8/10/25 Supp**	
			01-1400-0-0000-3900-2400-819-2202	-749.50
TOTAL				-749.50
08/26/2025	**10192**	**Beach City Gifts**	**Reissue 10700956 PO25-02827**	
			01-0000-0-1110-1000-4300-430-3013	-442.18
TOTAL				-442.18
08/26/2025	**10193**	**DEPARTMENT OF MOTOR VEHIC...**	**Andres Gamboa Test PO26-00487**	
			01-0723-0-1110-3600-5800-840-9702	-98.00
TOTAL				-98.00
08/26/2025	**10194**	**Kristi's Kreations**	**Marlene Hepner Registration Kristi's Kreatio...**	
			01-3550-0-3800-1000-5200-700-2996	-120.00
TOTAL				-120.00

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 Marzano Resources for Professional Development for District Administrators on the Topic of High Reliability Schools**

BACKGROUND: In the Tracy Unified School District's ongoing Continuous Improvement mission to reach unprecedented levels of academic excellence for our students, the District Leadership Team would like to continue to explore a strategic planning model to help our schools focus on specific, research-based conditions for continuous school improvement. The Marzano Research Company is a highly renowned resource that provides Districts the necessary assistance, training, and resources to allow Districts to adopt and then implement the High Reliability Schools (HRS) Methods. With the guidance of Marzano's acclaimed HRS experts, TUSD will explore the five levels of high reliability, use data to identify and respond to our schools' needs, and ensure every student, teacher, and educator has the ability to succeed. The Marzano Resources Team will help District leaders to embed key processes, practices, and procedures designed to significantly improve staff performance and student achievement.

Our District Leadership Team is committed to gaining understanding, inspiration, and strategies by beginning a High Reliability School (HRS) professional learning program focused on TUSD becoming a High Reliability District.

RATIONALE: In order to continue this process, we are seeking Governing Board approval to contract with Marzano Resources to have Dr. Phil Warrick provide two-days of Professional Learning Sessions on the topic of *Five Big Ideas for Leading a High Reliability School,* on December 8, 2025, and May 13, 2026. At these trainings, Dr. Warrick will instruct District Leaders on the HRS Frameworks:

Develop your school's capacity to become a certified High Reliability School.

The High Reliability Schools Coaching Academy is specially designed to prepare teams of educators to lead their school in mastering all five levels of the Marzano High Reliability Schools framework, with an emphasis on the first three levels.

- Level 1: Safe, Supportive, and Collaborative Culture
- Level 2: Effective Teaching in Every Classroom
- Level 3: Guaranteed and Viable Curriculum
- Level 4: Standards-Referenced Reporting
- Level 5: Competency-Based Education

The Marzano High Reliability Schools framework does not add new initiatives to school efforts. Many schools are already implementing a wide range of effective initiatives, and many educators are already practicing research-based strategies. The HRS framework does not replace professional learning communities, the Art and Science of Teaching framework, teacher evaluation and development, sound curriculum (including those aligned with the Common Core State Standards), vocabulary instruction, instruction in critical thinking and reasoning skills, formative assessment, standards-based grading and reporting systems, or student mastery systems.
Instead, this framework shows how best practices work together and provides indicators to empower districts and schools to measure their progress on attaining five increasing levels of reliability: Competency-based Education; Standards-referenced Reporting; Guaranteed and Viable Curriculum; Effective Teaching in every classroom; and a Safe, Supportive and Collaborative Culture.

Using the framework and indicators, Our District and schools can drive permanent, positive, and significant impacts on student achievement by synthesizing multiple complex initiatives into one harmonious system, therefore meeting and exceeding District Goals, and Initiatives.

This Agenda Item meets TUSD Goal #1 - Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and TUSD 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, not to exceed $18,000.00, will be funded by the District's Title 1 Carryover

RECOMMENDATION: Approve Agreement for Special Contract Services with Marzano Resources for Professional Development for District Administrators on the Topic of High Reliability Schools with Phil Warrick.

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

Docusign Envelope ID: B4FE5626-A862-4C10-AD8E-3D74C279ABBF

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

1. Contractor shall perform the following duties: Provide 2 (two) full day of Professional Development by guest speaker Phil Warrick, to Tracy Unified School District Leadership Administrators, to disseminate information on the topic of High Reliability Schools on 12/8/25 and 5/13/26. Per Bunch he wold like Phil to complete PD Day before and after the HRS Summit in January

   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 (two) ( ) [ ] **HOURS** [x] **DAYS**, under the terms of this agreement at the following location TUSD District Office Complex.

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

   a. District shall pay $9,000 per [ ] **HOUR** [x] **DAY** [ ] **FLAT RATE**, not to exceed a total of $18,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

   c. District shall make payment on a [ ] **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 9, 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 (thirty) 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) 830-3200 ext 1051 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:

DocuSigned by: Kate Archer	Director of Professional Development	
Contractor Signature	Title	Tracy Unified School District
(262,730,032.00)		
IRS Identification Number		Date
Marzano Resources		01-3010-0-1110-2140-5800-800-2744
Title		Account Number to be Charged
Director of Professional Development		Michael Bunch, Ed.D., C.B.O.
Address		Department/Site Approval
555 North Morton Street		Michael Bunch, Ed.D., C.B.O.
		Budget Approval
Bloomington, IN 51455		Going to 9/6/25 Board Meeting
		Date Approved by the Board

Rev. 06.23.16

MARZANO Resources

Exhibit A
Marzano Resources
Purchase Agreement

Effective August 11, 2025, Marzano Resources, LLC ("Marzano Resources") located at 555 N. Morton St., Bloomington, IN 47404 and Tracy Unified School District ("Customer") located at 1875 W Lowell Ave., Tracy, CA 95376-2262 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Marzano Resources products and services ("Products"). Additional Products may be added by mutual written Agreement.

Products and Services	Total
Professional Development	$18,000.00
Total	$18,000.00

2. **Payment Terms:** Customer will provide Marzano Resources with a purchase order made out to Marzano Resources, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the Professional Development amount will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Marzano Resources. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly.

   Marzano Resources will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	$3,600.00	Upon execution of Agreement
December 2025 Session	$7,200.00	December 8, 2025
May 2026 Session	$7,200.00	May 13, 2026

3. **Professional Development**

   3.1. **Description of Services:** Marzano Resources agrees to provide a speaker, **Phil Warrick** ("Associate"), to disseminate information for Customer on the topic of *Five Big Ideas for High Reliability Schools* on **December 8, 2025 and May 13, 2025**.

   3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.

   3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. **General Terms**

MARZANO Resources

4.1. Intellectual Property: Customer acknowledges that Marzano Resources or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Marzano Resources will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Marzano Resources. All audio, video, and digital recording of the services by Customer is prohibited.

4.2. Force Majeure: If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:

a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
d. All obligations unaffected by a Force Majeure Event will remain in place.

4.3. Termination: Marzano Resources may terminate this Agreement if Marzano Resources has not received a purchase order by the Purchase Order Due Date.

a. **Professional Development:** If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will make a good faith effort to reschedule the Professional Development Services.

b. **Resource Returns and Refunds:** Resource returns and refunds will be handled by the Return Policy outlines at https://www.marzanoresources.com/customer-service/product-orders.

4.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

MARZANO Resources

This Agreement is acknowledged and accepted by Customer and Marzano Resources:

		Docusigned by: Kate Weber	9/5/2025
Tania Salinas	Date	Kate Weber	Date
Assoc Superintendent Business Services		Director of Professional Development	
Tracy Unified School District		Marzano Resources, LLC	

Please email this Agreement to Kate Eastman at Kate.Eastman@marzanoresources.com or fax to 866.868.5478.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 2, 2025
SUBJECT: **Approve Agreement for Contract Services Between San Joaquin County Office of Education and TUSD for Fall Camps to SJCOE Durham Ferry**

BACKGROUND: The Expanded Learning Opportunities Program (ELO/ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities – California Ed Code (EC) Section 46120. TUSD has partnered with SJCOE to provide a 2-day fall camp at Durham Gerry Outdoor Education Center and Fab Lab. Students will explore, observe, map, and sketch the ecosystem at Durham Ferry while investigating riverside habitats, plants, animals, and insects. When students visit Fab Lab, they will learn to code the Microbit, gather and analyze data, edit models, and create their own models.

RATIONALE: This contract ensures that up to 25 students from TUSD Boys and Girls Club in grades 2-5 will have the opportunity to attend the 2-day fall break camp.

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

FUNDING: The cost of the camp is not to exceed $6,125.00. The cost of transportation is not to exceed $700.

RECOMMENDATION: Approve Agreement for Contract Services Between San Joaquin County Office of Education and TUSD for Fall Camps to SJCOE Durham Ferry.

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 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 access to 25 TUSD students to attend a two-day camp for 3rd-5th graders. The two-day camp will be a collaboration between Durham Ferry Outdoor Education Center and Students will spend the first day at Durham Ferry where they will explore, observe, map, and sketch the ecosystem. On day two at Fab Lab, students will learn how to code the Microbit, gather and analyze data, edit models, and create their own designs. The cost of camps is not to exceed $6,1250.00. Transportation for both days is not to exceed $700.00.

   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 ( ) [ ] **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 $6,125.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $6,125.00. 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 7, 2025, and shall terminate on October 10, 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, Michael Bunch , at ( ) mbunch@tusd.net 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

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 for the purpose of providing high quality learning opportunities for TUSD students.

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 Durham Ferry & FabLab collaborative field trip for TUSD 3rd – 5th graders.
    ii. Students will conduct ecosystem studies at Durham Ferry through observation, mapping, and wildlife tracking, and at FabLab will engage in coding, data analysis, and model development.

Specific Days and Times:

Date(s)	Location(s)	Subject	# of Students	Field Trip Days	Cost
October 8, 2025	Durham Ferry	Exploring Ecosystems DAY 1	25	1	$3,750.00
October 9, 2025	FabLab	Exploring Ecosystems DAY 2	25	1	$2,375.00
		Total Cost		**Not to exceed $6,125.00**	

- TERMS OF AGREEMENT
  - This agreement will be in effect from September 3, 2025 – October 9, 2025.

- COMPENSATION
  - Professional learning costs (which include preparation, materials, lunch and snack).
    i. TUSD will pay SJCOE in the account of **$6,125.00** 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

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

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. TUSD agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents, and employees of SJCOE against any and all claims, which may result from this agreement.
  - San Joaquin County Office of Education agrees to make no claim against TUSD 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

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 2, 2025
SUBJECT: **Ratify Agreement for Contract Services Between IXL Learning and George & Evelyn Stein High School for the 2025-2026 School Year**

BACKGROUND: George and Evelyn Stein High School serves students who are credit-deficient and at risk of not graduating on time. According to both California Dashboard indicators and local site-level data, many students are performing below grade level in reading and math. In response, the school is taking targeted steps to address these academic gaps and better support student success. To align with the district's LCAP Goal to prepare all students for college and careers while narrowing achievement disparities, Stein High will implement universal diagnostic tools and academic interventions aimed at improving foundational skills and increasing access to individualized instruction while addressing our fluid population.

RATIONALE: Given the transient and often short-term enrollment of Stein High School students, a one-size-fits-all assessment model is not effective. While FastBridge will continue to be administered during onboarding and standard testing windows, there is a clear need for more responsive, student-centered academic support. Implementing IXL as a pilot program for the 2025–2026 school year provides a flexible, adaptive tool for immediate diagnostic assessment in reading and math. This allows staff to develop timely intervention plans and offer targeted skill-building and progress monitoring. Together, FastBridge and IXL will support the school's goal of preparing each student for post-graduation success whether in college, career, or life by ensuring instructional decisions are based on real-time student data. This agenda item meets the SPSA 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.

FUNDING: The cost, not to exceed $4,107.50, will be paid from Site Funds.

RECOMMENDATION: Ratify Agreement for Contract IXL Learning and George & Evelyn Stein High School for 2025-2026 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and IXL Learning, 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 IXL site license for 150 students in Math and ELA. IXL services will include subscription, auto rostering services and IXL Starter PD Package.

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

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

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

   a. District shall pay $4,107.50 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $4,107.50. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

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

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

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

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

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

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

   b. Contractor [ ] **WILL** [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: CEO	Tracy Unified School District
94-3321802	Date
IRS Identification Number	
Chief Executive Officer	Account Number to be Charged
Title	
777 Mariners Island Blvd., Suite 600	Department/Site Approval
Address	
San Mateo, CA 94404	Budget Approval
	Date Approved by the Board

Rev. 06.23.16

IXL LEARNING™

QUOTE

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

QUOTE # 1413149-1
DATE: MAY 13, 2025

TO:
tramitchell@tusd.net tramitchell@tusd.net
George & Evelyn Stein High School
650 W 10Th St
Tracy, CA 95376

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Joriah Dering		1 year	June 12, 2025

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license (Grades 9-12) Subjects: Math and ELA *Auto-rostering services included* *Google single sign-on services included*	150	$18.75	$2,812.50
		Total Price	$2,812.50

SERVICES	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL Starter PD Package	1	$1,295.00	$1,295.00
		Total Price	$1,295.00

TOTALS	
Total Subscriptions List Price	$2,812.50
Total Services List Price	$1,295.00
Grand Total	$4,107.50

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to https://www.ixl.com/po-upload and enter quote # 1413149-1. For international accounts, we can accept wire transfers for an additional fee.

IXL LEARNING

SALES CONTRACT

CONTRACT #1413149-1
May 13, 2025

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

CUSTOMER

tramitchell@tusd.net tramitchell@tusd.net
George & Evelyn Stein High School
650 W 10Th St
Tracy, CA 95376

SUBSCRIPTION INFO

Salesperson	Quote #	Subscription duration
Joriah Dering	1413149-1	1 year

PAYMENT PLAN

Amount	Invoice date
$4,107.50	May 27, 2025
TOTAL	**$4,107.50**

Price valid until June 12, 2025

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE TMitchell **DATE** 6/2/2025

LEARNING

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.
3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.
5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 23, 2025
SUBJECT: **Approve Agreement for Special Contract Services with Quest Science Center at McKinley 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 embraces and celebrated by all.

RATIONALE: This is an extended learning opportunity that aligns with the district's focus on STEM education as well as McKinley's goal to prepare all students for college and careers. The projected outcome is to provide a 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 Title 1 funds. The contract will not exceed $2000.

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

Prepared by: Shannon Bancroft, Principal, McKinley Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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 the Family Engineering Explorations event on October 15, 2025 at McKinley Elementary School.

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

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

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

   a. District shall pay $2000.00 per [ ] **HOUR** [X] **DAY** [X] **FLAT RATE**, not to exceed a total of $2000.00. 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 10/15/25, and shall terminate on 10/15/25.

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

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

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

   b. Contractor [ ] **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

82-4865787

IRS Identification Number

Quest Science Center

Title

164 N L St.

Address

Livermore, CA 94550

9-4-25

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Engineering Explorations Event Contract

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

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

1. School/Organization Information

School/Organization Name: McKinley Elementary
School District (if applicable): Tracy Unified School District

Contract Contact	Event Coordinator (if different)
Name: Shannon Bancroft	Name:
Email: sbancroft@tusd.net	Email:
Phone Number: 209-830-3319	Phone Number:

2. Event Details

Date: 10-15-25 Start Time: 5:30PM End Time: 7:30PM
Address: McKinley Elementary 800 W. Carlton Wy, Tracy, CA 95376
Estimated Number of Attendees: 200

3. Quest Science Center Event Responsibilities

Quest Science Center agrees to provide the following:

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

4. School/Organization Event Responsibilities

McKinley Elementary agrees to provide the following:

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

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

INVOICE

Invoice #:	1467
Invoice Date:	07/16/25
Amount Due:	$2,000.00

Bill To:

McKinley Elementary School
800 W. Carlton Way
Tracy, CA 95376
United States

Due Date	Terms
08/15/25	Net 30

Item	Description	Quantity	Price	Amount
Program Event	Engineering Exploration event on October 15, 2025	1	$2,000.00	$2,000.00

We're excited to present our Engineering Exploration program at McKinley Elementary School!

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

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

There are multiple ways to pay this invoice:

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

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

C) Via the BILL website:

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Bowell, Associate Superintendent of Educational Services
DATE: September 2, 2025
SUBJECT: **Approve Proposal for Materials and Professional Development with Teacher Created Materials for the 2025-2026 School Year and Summer School**

BACKGROUND: Tracy Unified School District (TUSD) is dedicated to continuous improvement through the implementation of best practices that support both staff and students. A key component of this effort is providing ongoing professional development and access to high-quality supplemental materials, ensuring that our English learners—particularly newcomers—develop the skills necessary to achieve English proficiency and prepare for college and career opportunities. The use of high-leverage English Language Development (ELD) strategies remains central to promoting language acquisition, academic achievement, and cross-cultural competence among our English learners. For many years, TUSD has offered a Summer EL Academy that specifically benefits newcomers by reinforcing the progress made during the school year and preventing loss of English language development over the summer months.

RATIONALE: Tracy Unified School District (TUSD) is committed to supporting the academic success and English language development of our English learners. Among these students are newcomers—recently arrived immigrants who, in many cases, are beginning their education in the United States with little or no prior English proficiency. To meet their needs, TUSD provides high-impact instructional strategies in both newcomer classes and designated English Language Development (ELD). To further support language growth, we established the Summer EL Academy to help newcomers maintain and build upon the progress they achieve during the academic year, preventing learning loss over the summer months. The district continues to offer this program in conjunction with Teacher Created Materials' Language Power resources, ensuring that teachers have high-quality instructional tools and students have engaging materials that reinforce their language learning. This partnership equips our students to successfully transition into the next school year with confidence and sustained momentum in their English development.

FUNDING: The cost for this professional development and supplies which will be funded by Title III Immigrant funds is $65,663.59.

RECOMMENDATION: Approve Proposal for Materials and Professional Development with Teacher Created Materials for the 2025-2026 School Year and Summer School.

Prepared by: Jose Jimenez, District English Learner Program Coordinator.

Teacher Created Materials

5482 Argosy Ave
Huntington Beach, CA 92649

Created *by* Teachers *for* Teachers and Students

Proposal For:
Tracy Unified School District

Attn: Jose Jimenez
1875 W Lowell Ave
Tracy, CA 95376

Proposal #: TCM-00108385

Issued By Spenser Britton
Email sbritton@tcmpub.com
Direct Line (209) 496-4410
Issue Date August 28, 2025

Item	Title	Notes:	Qty	Sales Price	Total
925714	Language Power: Grades K-2 Level A, 2nd Edition: Student Collection		30	$239.99	**$7,199.70**
925720	Language Power: Grades 3-5 Level A, 2nd Edition: Student Collection		30	$239.99	**$7,199.70**
925726	Language Power: Grades 6-8 Level A, 2nd Edition: Student Collection		60	$239.99	**$14,399.40**
925727	Language Power: Grades 6-8 Level B, 2nd Edition: Student Collection		55	$239.99	**$13,199.45**
687540	Summer Scholars STEAM Supplies Kit: Rising 2nd Grade		1	$477.99	**$477.99**
687542	Summer Scholars STEAM Supplies Kit: Rising 4th Grade		1	$569.99	**$569.99**
687544	Summer Scholars STEAM Supplies Kit: Rising 6th Grade		3	$589.99	**$1,769.97**
28867	The Art of Shadow Puppets		30	$9.99	**$299.70**
28863	Raising Silkworms		30	$9.99	**$299.70**
28902	From Grass to Bridge		60	$12.99	**$779.40**
28894	Making a Mummy		60	$12.99	**$779.40**
28927	Living and Working in Space		85	$12.99	**$1,104.15**
28924	Digging Up Dinosaurs		85	$12.99	**$1,104.15**
130801	Take-Home Backpack: Grades 2–3 (Spanish Support)		15	$54.99	**$824.85**
130802	Take-Home Backpack: Grades 3–4 (Spanish Support)		15	$54.99	**$824.85**

Safety Disclaimer

This proposal may contain items not developed or manufactured by or under the direction of TCM. We take seriously the safety ramifications of all our products and will pass along all risk warnings provided by the manufacturers of products not developed by TCM. Such risks may include, but are not limited to suffocation, strangulation, choking, and exposure to sharp objects. Please follow all safety precautions which may include, but are not limited to, keeping hazardous items out of reach, avoiding using cords or strings in risky environments, supervising children when using small parts to prevent choking, and handling sharp objects with care. By proceeding, you accept the risks of any liability, and agree to indemnify, defend, and hold harmless TCM from any liability, including all related fees and costs, for any claim of injury or damage resulting from the alleged improper use or oversight of any products not developed or manufactured by TCM, and from potential risks or side effects that may result from the foreseeable use of any products not developed or manufactured by TCM.

130803	Take-Home Backpack: Grades 4–5 (Spanish Support)	15	$54.99	**$824.85**
130804	Take-Home Backpack: Grades 5–6 (Spanish Support)	15	$54.99	**$824.85**
130805	Take-Home Backpack: Grades 6–7 (Spanish Support)	15	$54.99	**$824.85**
130806	Take-Home Backpack: Grades 7–8 (Spanish Support)	15	$54.99	**$824.85**
130807	Take-Home Backpack: Getting Ready for High School (Spanish Support)	55	$54.99	**$3,024.45**
130800	Take-Home Backpack: Grades 1–2 (Spanish Support)	15	$54.99	**$824.85**
131575	In-Service Professional Development (in-Person, Free)	1	~~$5,500.00~~ FREE	~~$5,500.00~~ FREE
			Subtotal:	$57,981.10
			Shipping:	$2,899.05
			Sales Tax:	$4,783.44
			Total:	$65,663.59
	Please remit orders to: Orders@tcmpub.com or Fax: 888-877-7606			

Safety Disclaimer

This proposal may contain items not developed or manufactured by or under the direction of TCM. We take seriously the safety ramifications of all our products and will pass along all risk warnings provided by the manufacturers of products not developed by TCM. Such risks may include, but are not limited to suffocation, strangulation, choking, and exposure to sharp objects. Please follow all safety precautions which may include, but are not limited to, keeping hazardous items out of reach, avoiding using cords or strings in risky environments, supervising children when using small parts to prevent choking, and handling sharp objects with care. By proceeding, you accept the risks of any liability, and agree to indemnify, defend, and hold harmless TCM from any liability, including all related fees and costs, for any claim of injury or damage resulting from the alleged improper use or oversight of any products not developed or manufactured by TCM, and from potential risks or side effects that may result from the foreseeable use of any products not developed or manufactured by TCM.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 11, 2025
SUBJECT: **Ratify Special Contract Services Agreement with Augmentative Communication Solutions for an AAC/AT Independent Education Evaluation (IEE)**

BACKGROUND: The Special Education Department would like to initiate a contract with Augmentative Communication Solutions for an AAC/AT Independent Education Evaluation (IEE). Ratification is necessary at this time to fulfill district responsibility to allow for agreed upon assessors of parent's choosing per applicable laws and stay compliant with the statutory timelines.

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

FUNDING: Expenses for this contract and the total cost will not exceed a total of $8,500.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Special Contract Service Agreement with Augmentative Communication Solutions for an AAC/AT Independent Educational Evaluation (IEE).

Prepared by: Jason Davis, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Contractor will provide 2 Independent Assistive Technology, Education Evaluations (IEEs). The IEEs will be performed in accordance with the San Joaquin County Special Education SELPA IEE Guidelines. The assessor will attend one IEP meeting per IEE to review the IEE report.

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

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

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

   a. District shall pay $4,500 per AAC IEE and $4,000 per AT IEE per | | **HOUR** | | **DAY** [✔] **FLAT RATE**, not to exceed a total of $8,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 9/12/2025, and shall terminate on June 30, 2026.

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

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

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

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

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:

Betsy Cupsale Owner

Contractor Signature Title

9/12/25

IRS Identification Number

82-1209806

Title

Owner

Address

793 S. Tracy Blvd. #297

Tracy, CA. 95376

Tania Salinas, Associate Superintendent

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 11, 2025
SUBJECT: **Ratify Special Contract Services Agreement with School Psychology Group for Two Independent Education Evaluations (IEEs)**

BACKGROUND: The Special Education Department would like to initiate a contract with School Psychology Group for two (2) Independent Education Evaluations (IEEs) for Psycho-Ed Assessment. Ratification is necessary at this time to fulfill district responsibility to allow for agreed upon assessors of parent's choosing per applicable laws and stay compliant with the statutory timelines.

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

FUNDING: Expenses for this contract and the total cost will not exceed a total of $14,800.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Special Contract Service Agreement with School Psychology Group for Two Independent Educational Evaluations (IEEs).

Prepared by: Jason Davis, Director of Special Education.

Docusign Envelope ID: 5C44BE9B-C563-4A2A-83D9-0FB66E12C83A

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

1. Contractor shall perform the following duties:

   Provide 2 individual Psycho-Ed Independent Education Evaluations for 2 individual TUSD students. The IEEs will be performed in accordance with the San Joaquin County Special Education local SELPA IEE Guidelines. The IEE rate includes one IEP team meeting to review the IEE. District is responsible for scheduling the IEP meeting at a time and location agreeable to the Parent, District, and Contractor. If District does not hold the IEP team meeting within 30 calendar days of receipt of the IEE report, Contractor may invoice for the full IEE rate, and District shall pay the full rate as per 3(c). If District pays the full IEE rate prior to a meeting being held, Contractor remains obligated to attend one IEP team meeting to review the IEE when scheduled by the District at a mutually agreeable time and location.

   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 See #1 above ( ) [ ] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location Assessor site/School site.

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

   a. District shall pay $ 7,400 per completed IEE per [ ] **HOUR** [ ] **DAY** [✔] **FLAT RATE**, not to exceed a total of $14,800.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 9/12/2025, and shall terminate 6/30/2026.

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

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

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

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

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold DISTRICT and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("DISTRICT Indemnitees") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this AGREEMENT or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding DISTRICT and DISTRICT Indemnitees). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The DISTRICT shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, DISTRICT shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this AGREEMENT or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of DISTRICT, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

DISTRICT represents that it is self-insured in compliance with the laws of the State of California, that the self insurance covers DISTRICT employees acting within the course and scope of their respective duties and that its self-insurance covers the DISTRICT's indemnification obligations under this AGREEMENT.

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:

DocuSigned by:
NOELLE RUTH RUBALCAVA President, School Psychology Group
257C48DA04554EC...
Contractor Signature Title

85-1695813
IRS Identification Number

President, School Psychology Group, Inc.
Title

765 San Diego Road
Address

Berkeley, CA 94707

Tania Salinas, Associate Superintendent
Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Boa

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 8, 2025
SUBJECT: **Approve Agreement for Special Contract Services with San Joaquin County Office of Education to Provide LETRS Early Literacy Training**

BACKGROUND: Tracy Unified School District (TUSD) has identified a key initiative to ensure each student is reading at or above grade level by the conclusion of the third grade. To achieve this goal it is imperative that students receive high quality Tier 1 reading instruction and have access to a Multi-Tiered System of Support (MTSS) that provides additional time and resources when needed to develop reading proficiency. San Joaquin County Office of Education, in partnership with Lexia Learning, is providing Lexia LETRS early literacy instruction training to teachers across multiple school districts in San Joaquin County. LETRS training is designed to provide teachers the practical knowledge and skills to teach speech sounds, phonics, decoding, vocabulary, reading comprehension, and writing at an advanced level. The skills and practices learned through LETRS training are evidence-based and multiple independent studies have proven these skills and practices to lead to significantly higher levels of learning for students.

RATIONALE: 11 teachers and 1 administrator will participate in this training. TUSD has identified "ensure each student achieves grade-level reading proficiency by the conclusion of 3rd grade." Teachers participating in this training will develop the skills and practices needed to achieve the goal of this key initiative. Additionally, this training aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Total cost is $24,830.42. Funding will be provided by LCFF funds and aligns to LCAP action service 1.6.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Office of Education to provide LETRS early literacy training.

Prepared by: Stephen Theall, Director, Professional Learning and Curriculum.

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, 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: LETRS literacy training for 12 Tracy Unified School District educators

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 8 ( ) [ ] **HOURS** [x] **DAYS**, under the terms of this agreement at the following location SJCOE.

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

   a. District shall pay $24830.42 per [ ] **HOUR** [ ] **DAY** [x] **FLAT RATE**, not to exceed a total of $24830.42. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on September 24, 2025, and shall terminate on June 1, 2027.

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, Stephen Theall, at (209) 830-3232 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: September 4, 2025
SUBJECT: **Approve Out-of-State Travel for District Administrators for the HRS Summit with Marzano Resources on the Topic of High Reliability Schools**

BACKGROUND: In the Tracy Unified School District's ongoing Continuous Improvement mission to reach unprecedented levels of academic excellence for our students, the District Leadership Team would like to continue to explore a strategic planning model to help our schools focus on specific, research-based conditions for continuous school improvement. With the guidance of Marzano's acclaimed HRS experts, TUSD will explore the five levels of high reliability, use data to identify and respond to our schools' needs, and ensure every student, teacher, and educator has the ability to succeed. The Marzano Resources Team will help District leaders to embed key processes, practices, and procedures designed to significantly improve staff performance and student achievement.

RATIONALE: In order to continue this process, we are seeking Governing Board Approval to travel out of state in January for the HRS Summit in San Antonio, TX. We believe that with the two professional developments days (12/8 and 5/13/26 with Phil Warrick) and attending the HRS Summit this will help to instruct District Leaders on how to implement the HRS Framework.

This framework shows how best practices work together and provides indicators to empower districts and schools to measure their progress on attaining five increasing levels of reliability: Competency-based Education; Standards-referenced Reporting; Guaranteed and Viable Curriculum; Effective Teaching in every classroom; and a Safe, Supportive and Collaborative Culture.

This Agenda Item meets TUSD Goal #1 - Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and TUSD 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: Registration fee, airfare, lodging, meals, and transportation costs not to exceed $50,000.00 and will be funded by the District's Title 1 Carryover

RECOMMENDATION: Approve Out-of-State Travel for District Administrators for the HRS Summit with Marzano Resources on the Topic of High Reliability Schools.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 12, 2025
SUBJECT: **Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2025-2026 School Year**

BACKGROUND: The Tracy Unified School District (TUSD) has offered parenting classes and parent outreach workshops to families, as a supportive service in previous years. For over 70 years, Catholic Charities of the Diocese of Stockton has provided social services to San Joaquin County and neighboring counties. They create services that support families and enhance communities regardless of race, age, or religion.

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

FUNDING: Catholic Charities of the Diocese of Stockton provides these services at no cost to TUSD.

RECOMMENDATION: Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton 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 Catholic Charities of the Diocese of Stockton, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: To provide Nurturing Parenting Program workshops intended to empower parents with new knowledge, beliefs, strategies and skills in parenting during the 2025-2026 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1-1.5 ( ) [X] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location All TUSD Schools.

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

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

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

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

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

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

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

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 2, 2025
SUBJECT: **Approve Agreement for Contract Services with Community Medical Centers to Provide Mandatory Substance Use Counseling to Students During the 2025-2026 School Year**

BACKGROUND: Prevention Services coordinates prevention and early intervention services for students who are identified to be in violation of the District's Alcohol, Drug, and Tobacco violation. Students are referred to mandatory substance use counseling and attend a six-week drug psychoeducation class taught by a certified substance use counselor.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of support, which TUSD uses as a framework to navigate student success. Students suspended for substance-related incidences will be referred to TUSD's Tier 2 targeted intervention. Students will be enrolled into a six-week class facilitated by Community Medical Centers. This effort is in alignment with the District's Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3; Apply fiscal operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for Community Medical Centers services will not exceed $11,250.00. Services will be paid for using TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Community Medical Centers to provide Mandatory Substance Use Counseling classes to students during the 2025-26 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services

COMMUNITY
Medical Centers

AGREEMENT FOR SPECIAL CONTRACT SERVICES

Mandatory Substance Use Counseling 2025/2026 School Year

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

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

1. Contractor shall perform the following duties:

   A. Provide **Mandatory Substance Use Counseling** during the **2025/2026 School year** to be held September 24th, 2025 – May 29, 2026, per the dates, hours, and locations specified on **Exhibit A, Tracy Unified School District/Community Medical Centers Substance Use Counseling Schedule 2025/2026 School Year**, attached hereto and incorporated herein by this reference.

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

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

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

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

   A. District shall pay Contractor a **total of eleven thousand two hundred and fifty dollars ($11,250.00) for a total of 5 cohorts or $2250 per cohort and /or $375 per each additional session.** Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

   C. District shall make payment on a 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.

3. The terms of the agreement shall commence on **September 24, 2025**, and shall terminate on **May 29, 2026.**

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

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

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

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

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

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

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

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

8. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its

employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

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

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

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

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

AGREED:

Contractor: Community Medical Centers, Inc.

By: Gregory Diederich

Name/Title: Gregory Diederich, CEO

Federal ID No.: 94-2437106

Date: Sep 3, 2025

District: Tracy Unified School District

By: _____

Name/Title: _____

Date: _____

_____
Department/Site Approval

_____
Budget Approval

_____
Date Approved by the Board

EXHIBIT A

TRACY UNIFIED SCHOOL DISTRICT / COMMUNITY MEDICAL CENTERS, INC.

SUBSTANCE USE COUNSELING SCHEDULE 2025 / 2026 SCHOOL YEAR

SCHOOL SITE	NUMBER OF SESSIONS PER COHORT (MAX. 13 STUDENTS)	TOTAL COST PER COHORT (@ $375 PER SESSION- ALL INCLUSIVE)
TRACY UNIFIED SCHOOL DISTRICT OFFICE	5	$2250.00
TOTAL FOR 5 COHORTS FOR THE 2025/2026 SCHOOL YEAR		**$11,250.00**

***$375 for each additional session for the purpose of student make - up if needed.**

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 2, 2025
SUBJECT: **Approve Agreement for Contract Services with Community Medical Centers to Provide Anger Management Counseling Classes to Students During the 2025-2026 School Year**

BACKGROUND: The Prevention Services Department coordinates prevention and early intervention services for the District. Referred students are enrolled in a psychoeducational course that addresses skill-building, decision making, and appropriate replacement behaviors. This intervention meets the need of students experiencing anger and frustration that may result to physical altercations.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Students suspended and/or expelled for aggressive or combative behavior-related incidences will be referred to TUSD's tier 2 targeted intervention. Students will be enrolled into Community Medical Centers evidence-based Stress and Conflict Management interactive course that will target cognitive restructuring, social skills development, a goal-setting workshop, and problem-solving skills development. This intervention is in alignment with TUSD's LCAP Goal #2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: The total cost for Community Medical Centers services will not exceed $11,250.00. Services will be paid for using TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Contract Services with Community Medical Centers to Provide Anger Management Counseling Classes to Students During the 2025-2026 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

COMMUNITY
Medical Centers

AGREEMENT FOR SPECIAL CONTRACT SERVICES

Anger Management and Conflict Resolution Counseling
2025/2026 School Year

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

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

1. Contractor shall perform the following duties:

   A. Provide **Anger Management & Conflict Resolution Counseling** during the **2025/2026 School year** to be held September 24th, 2025 – May 29, 2026, per the dates, hours, and locations specified on **Exhibit A, Tracy Unified School District/Community Medical Centers Substance Use Counseling Schedule 2025/2026 School Year,** attached hereto and incorporated herein by this reference.

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

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

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

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

   A. District shall pay Contractor a **total of eleven thousand two hundred and fifty dollars ($11,250.00) for a total of 5 cohorts or $2250 per cohort and /or $375 per each additional session.** Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

   C. District shall make payment on a 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.

3. The terms of the agreement shall commence on **September 24, 2025,** and shall terminate on **May 29, 2026.**

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

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

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

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

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

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

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

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

8. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its

employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

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

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

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

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

AGREED:

Contractor: Community Medical Centers, Inc.

By: Gregory Diederich

Name/Title: Gregory Diederich, CEO

Federal ID No.: 94-2437106

Date: Sep 3, 2025

District: Tracy Unified School District

By: _____

Name/Title: _____

Date: _____

_____
Department/Site Approval

_____
Budget Approval

_____
Date Approved by the Board

EXHIBIT A

TRACY UNIFIED SCHOOL DISTRICT / COMMUNITY MEDICAL CENTERS, INC.

ANGER MANAGEMENT & CONFLICT RESOLUTION

COUNSELING SCHEDULE 2025 / 2026 SCHOOL YEAR

SCHOOL SITE	NUMBER OF SESSIONS PER COHORT (MAX. 13 STUDENTS)	TOTAL COST PER COHORT (@ $375 PER SESSION- ALL INCLUSIVE)
TRACY UNIFIED SCHOOL DISTRICT OFFICE	5	$2250.00
TOTAL FOR 5 COHORTS FOR THE 2025/2026 SCHOOL YEAR		**$11,250.00**

***$375 for each additional session for the purpose of student make - up if needed.**

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 Out of State Overnight Travel for the West High Wrestling Team to Attend Sierra Nevada Classic Reno, Nevada, December 28-30, 2025**

BACKGROUND: West High School Wrestling Team would like to attend an Out of State Overnight Wrestling Sierra Nevada Classic held in Reno, Nevada. This will include a total of 24 students and 3 coaches located at 1001 Skyline Blvd., Reno, Nevada 89509. This competition will contribute to the perfecting skills and cohesiveness needed to cultivate a united, supportive team and prepare for competition for the CIF divisional, Masters and State championships.

RATIONALE: The purpose of this competition is to focus on developing skills, learning proper techniques for safe competition and bonding as a team. This is a voluntary event; no student is required to attend to be on the Wrestling team. Students will travel to Reno, Nevada in TUSD vans, driven by chaperones/coaches Roy Bravo, Ulysses Juan, and Josefine Bravo. There are very few tournaments that offer a Varsity Boys and Girls tournament at the same venue hosted by the same tournament director. Being that the boys and girl varsity teams share the same head coach, it makes logistics effective, manageable, and equitable for both teams to have proper coaching 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: Registration fees are Approx. $500.00 per team, a total of 2 teams. Lodging to be at the Silver Lagacy or Circus Circus in Reno, Nevada. The cost per night is Approx. $79.00 per night, and transportation costs will total approximately $450 per student. Students plan for their own meals. As this is a voluntary event, Home Field Advantage will be funding the trip.

RECOMMENDATION: Approve Overnight Travel for the West High Wrestling Team to Addend Sierra Nevada Classic Reno, Nevada, July 28-30, 2025.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 10, 2025
SUBJECT: **Approve Overnight Travel for the Kimball High School Cross Country Team and Coaches to Attend the Mt. SAC Invitational in Walnut, CA on October 23-26, 2025**

BACKGROUND: The Kimball High School Cross Country Team, consisting of approximately 21 students, and two Coaches Ben Trombley and Jennifer Trombley, along with District approved parent volunteers, will travel to Walnut, CA, for the Mt. SAC Cross Country Invitational. We will stay overnight October 23 – October 26, 2025, and will return to Kimball High School on October 26, 2025. Kimball High Cross Country has been a growing program, successful in the TCAL League and in the Sac-Joaquin Section. While at Mt. SAC, we will also visit Six Flags Magic Mountain Theme Park in Valencia, CA.

RATIONALE: The Cross Country competition involves students competing against athletes from across California and the United States. 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: Lodging, Transportation, and Magic Mountain tickets will be paid through a combination of fundraising opportunities and donations. Estimated lodging to be $4,000 and gas to be $900.

RECOMMENDATION Approve Overnight Travel for the Kimball High School Cross Country Team and Coaches to Attend the Mt. SAC Invitational in Walnut, CA on October 23-26, 2025.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 16, 2025
SUBJECT: **Receive Update on Quarterly Williams Complaint Report for the Quarter Ending October 15, 2025**

BACKGROUND: Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams settlements during the July 15, 2025 – October 15, 2025, reporting period.

RATIONALE: The quarterly report for the period of July 15, 2025, through October 15, 2025, has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports Strategic District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Strategic District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No cost.

RECOMMENDATION: Receive Update on Quarterly Williams Complaint Report for the Quarter Ending October 15, 2025.

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

San Joaquin County Office of Education
Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on *Williams* Uniform Complaints
[Education Code § 35186(d)]

District: Tracy Unified School District

Person completing this form: Michael Bunch, Ed. D. Title: Director of Continuous Improvement, State & Federal Programs

Quarterly Report Submission Date (*check one*):

☐ 1st QTR	October 1 to December 31	Due: Wed, January 15, 2025
☐ 2nd QTR	January 1 to March 31	Due: Wed, April 16, 2025
☐ 3rd QTR	April 1 to June 30	Due: Wed, July 18, 2025
☑ 4th QTR	July 1 to September 30	Due: Wed, October 18, 2025

Date for information to be reported publicly at governing board meeting: October 28, 2025

Please check the box that applies:

☑ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Robert Pecot
Print Name of District Superintendent

Signature of District Superintendent

9/16/25
Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 17, 2025
SUBJECT: **Approve Out-of-State Travel for One Psychologist to Conduct Two Out-of-State Assessments in Utah**

BACKGROUND: The District will need to assess two Special Education students who were placed in an out of state private residential facility. The first student is located at the Kiva Adventure Ranch, and the second student is located at Benchmark, both in Utah. The student's home residence is in Tracy Unified' s attendance boundary. Reimbursement is requested for travel, lodging and mileage for one school psychologist to conduct these assessments for the days of October 27th through October 30th, 2025.

RATIONALE: TUSD maintains additional assessments required to determine the student's FAPE. 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: The cost will not exceed $1,500.00 in reimbursement expenses. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-2140-5200-800-2542.

RECOMMENDATION: Approve Out-of-State Travel for One Psychologist to Conduct Two Out of State Assessments in Utah.

Prepared by: Jason Davis, Director of Special Education.

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 9, 2025
SUBJECT: **Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees**

BACKGROUND: **CLASSIFIED RETIREMENTS**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Harris, Jack II Bus Driver	Transp.	7/31/2025	Retirement

BACKGROUND: **CLASSIFIED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Arce, Paula Special Education Para Educator	Stein	9/05/2025	Accepted Position
Coronado, Kainasse Health Technician/LVN	Health Srvs.	9/11/2025	Personal
Frost, Ashley Special Education Para Educator	NES	9/5/2025	Personal
Hernandez Vargas, Saray Health Technician/LVN	Health Srvs.	9/22/2025	Personal
Munguia, Adrianna Health Technician/LVN	Health Srvs	9/10/2025	Personal

Osborne, Leia Clerk Typist I	DEC	9/4/2025	Accepted Position
Santos, Mary School Supervision Assistant	MES	9/7/2025	Accepted Position
Schlager, Kimberly School Supervision Assistant	HES	9/1/2025	Accepted Position

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

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 9, 2025
SUBJECT: **Approve Classified, Certificated, and/or Management Employment**

BACKGROUND:	**CERTIFICATED**
Karamudi, Sunita	Art Freiler Elementary School RSP TK-8 (Replacement) Class I, Step "A" 1 - $53,849.00 Fund: Special Education
Reed, Colton	Tracy High School Social Science (Replacement) Class I, Step "A" 1 - $59,793.00 Fund: General

BACKGROUND:	**CLASSIFIED**
Arce, Paula	Para Educator II (New) Stein High School Range 30, Step E - $26.67 per hour Fund: Targeted SES
Osborne, Leia	Clerk Typist II (Replacement) DEC/Continuous Improvement Range 27, Step E - $24.90 per hour Fund: Targeted SES
Ramos-Garcia, Claudia	School Supervision Assistant (Replacement) Jacobson Elementary Range 21, Step E - $18.00 per hour Fund: General Fund Unrestricted

Santos, Mary	Para Educator I (Replacement) South/West Park Elementary Range 24, Step A - $19.27 per hour Fund:AMIM
Schlager, Kimberly	Para Educator I (New) Hirsch Elementary Range 24, Step E - $23.19 per hour Fund: AMIM

BACKGROUND:

COACHES

Gomez-Zavala, Joshua	E-Sports Head Tracy High School $4,997.59
Cortes, Itzel	Cross Country Assistant (split assignment) Tracy High School $2,999.91
Quant Dooley, Tania	Intramural Coordinator Stein High School $2,031.54

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

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: September 10, 2025
SUBJECT: **Approve the Unaudited Statement of Receipts and Expenditures for the 2024/2025 Fiscal Year**

BACKGROUND: Education Code Section 42100 requires that the governing board, on a form prescribed by the Superintendent of Public Instruction, submit an annual statement of all receipts and expenditures of the district for the preceding year and file that statement with the county superintendent of schools. This document is commonly known as the "unaudited actuals."

RATIONALE: The information compiled in this report is the basis for the annual financial audit. The county superintendent of schools is required to verify the mathematical accuracy of the unaudited actual statement and transmit a copy to the Superintendent of Public Instruction.

FUNDING: The unaudited actuals report has no direct impact on funding, however, the information about past year revenues and expenses establishes the beginning balance for the 2025-2026 budget, which will be considered in a future update to the current year budget.

RECOMMENDATION: Approve the Unaudited Statement of Receipts and Expenditures for the 2024/2025 Fiscal Year.

Prepared by: Tania Salinas, Assoc Supt of Business Services.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 10, 2025
SUBJECT: **Adopt Resolution #25-05 Recertifying the Appropriation "Gann" Limits for the 2024/2025 School Year for Tracy Unified School District**

BACKGROUND: In November 1979 the California electorate adopted Proposition 4, commonly called the Gann Amendment. The provisions of the Gann Amendment establish maximum Appropriation Limitations, commonly called "Gann Limits," for public agencies, including school districts.

Local education agencies are required to report their Appropriations Limit to the State Superintendent of Public Instruction and to the State Director of Finance. The District is required to calculate a Gann Limit for 2025/26 in accordance with the provisions of Senate Bill 98 and applicable statutory law.

The attached resolution of the recertified Gann Limit for 2024/25 fiscal year has been made in accordance with applicable constitutional and statutory law and does not exceed the limitations imposed by Proposition 4.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution #25-05, Recertifying the Appropriation Limits for the 2024/25 School Year for Tracy Unified School District.

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

TRACY
UNIFIED SCHOOL DISTRICT

TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION # 25-05
Recertifying the Appropriation "Gann" Limits
for the 2024/25 School Year for Tracy Unified School District

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article established maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann Limit for the 24/25 fiscal year and a projected Gann Limit for the 25/26 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for the 24/25 and 25/26 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IF FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 24/25 and 25/26 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED THIS 23TH DAY OF SEPTEMBER 2025, BY THE FOLLOWING VOTE:

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

Attest

_____
President
Board of Education
Tracy Unified School District

_____
Clerk
Board of Education
Tracy Unified School District

	2024-25 Calculations			2025-26 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA	**2023-24 Actual**			**2024-25 Actual**		
Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE						
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	127,497,452.77		127,497,452.77			131,690,099.41
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	13,050.85		13,050.85			13,008.55
ADJUSTMENTS TO PRIOR YEAR LIMIT	**Adjustments to 2023-24**			**Adjustments to 2024-25**		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA	**2024-25 P2 Report**			**2025-26 P2 Estimate**		
Unaudited actuals data should tie to Principal Apportionment Data Collection attendance reports and include ADA for charter schools reporting with the district						
1. Total K-12 ADA (Form A, Line A6)	12,651.34		12,651.34	12,498.30		12,498.30
2. Total Charter Schools ADA (Form A, Line C9)	357.21		357.21	357.21		357.21
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			13,008.55			12,855.51
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	**2024-25 Actual**			**2025-26 Budget**		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	226,694.16		226,694.16	113,453.00		113,453.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	41,421,412.50		41,421,412.50	41,421,413.00		41,421,413.00
5. Unsecured Roll Taxes (Object 8042)	2,465,194.13		2,465,194.13	2,465,194.00		2,465,194.00
6. Prior Years' Taxes (Object 8043)	49,313.20		49,313.20	49,313.00		49,313.00
7. Supplemental Taxes (Object 8044)	950,429.90		950,429.90	950,430.00		950,430.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	5,523,503.61		5,523,503.61	5,524,431.00		5,524,431.00

	2024-25 Calculations			2025-26 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	4,617,519.36		4,617,519.36	0.00		0.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	55,254,066.86	0.00	55,254,066.86	50,524,234.00	0.00	50,524,234.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	55,254,066.86	0.00	55,254,066.86	50,524,234.00	0.00	50,524,234.00
EXCLUDED APPROPRIATIONS						
19a. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			0.00			0.00
19b. Qualified Capital Outlay Projects						
19c. Routine Restricted Maintenance Account (Fund 01, Resource 8150, Objects 8900-8999)	7,359,000.30		7,359,000.30	7,597,679.00		7,597,679.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)	7,359,000.30	0.00	7,359,000.30	7,597,679.00	0.00	7,597,679.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	139,910,105.00		139,910,105.00	150,205,679.00		150,205,679.00
25. LCFF State Aid - Prior Years (Object 8019)	280,456.78		280,456.78	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	140,190,561.78	0.00	140,190,561.78	150,205,679.00	0.00	150,205,679.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	243,552,526.80		243,552,526.80	236,637,329.00		236,637,329.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	4,687,761.99		4,687,761.99	3,975,294.00		3,975,294.00

	2024-25 Calculations			2025-26 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
D. APPROPRIATIONS LIMIT CALCULATIONS		**2024-25 Actual**			**2025-26 Budget**	
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			127,497,452.77			131,690,099.41
2. Inflation Adjustment			1.0362			1.0644
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9968			0.9882
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			131,690,099.41			138,516,924.70
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			55,254,066.86			50,524,234.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of $120 times Line B3 or $2,400; but not greater than Line C26 or less than zero)			1,561,026.00			1,542,661.20
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			83,795,032.85			95,590,369.70
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			83,795,032.85			95,590,369.70
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			2,728,862.44			2,496,533.25
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			57,982,929.30			53,020,767.25
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			81,066,170.41			93,093,836.45
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			57,982,929.30			
b. State Subventions (Line D8)			81,066,170.41			
c. Less: Excluded Appropriations (Line C23)			7,359,000.30			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			131,690,099.41			
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4)			0.00			
SUMMARY		**2024-25 Actual**			**2025-26 Budget**	
11. Adjusted Appropriations Limit (Lines D4 plus D10)			131,690,099.41			138,516,924.70
12. Appropriations Subject to the Limit (Line D9d)			131,690,099.41			

	2024-25 Calculations			2025-26 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
"* Please provide below an explanation for each entry in the adjustments column."						

Lori Nelson	lnelson@tusd.net	(209) 830-3200
Gann Contact Person	Contact Email Address	Contact Phone Number

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 3, 2025
RE: **Approve a Declaration for a Provisional Internship Permit**

BACKGROUND: In response to the phasing out of emergency permits, the California Commission on Teacher Credentialing instituted the use of the Provisional Internship Permit (PIP) effective July 1, 2005. It allows an employing agency to fill staffing needs by hiring individual(s) who have not yet met the subject matter competence requirement for an internship program. This permit can only be requested by the employment agency. The permits are issued for one year and service is restricted to that employment agency.

RATIONALE: The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This agenda item meets District Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve a Declaration for a Provisional Internship Permit.

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

BEFORE THE BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

DECLARATION

The Governing Board of Tracy Unified School District has decided to employ the following teacher under a Provisional Internship Permit. During the permit's validity period, they will receive orientation, guidance, and support. Additionally, they will get help with meeting subject matter, as needed. Upon meeting the credential program's prerequisite requirements, including meeting subject matter competency, teachers are eligible to join an internship program.

Drew Henson- Hirsch Elementary- Special Education

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Board President

Date: _____

ATTEST:

_____
Board Vice President

Date: _____

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 8, 2025
RE: **Approve a Variable Term Waiver Certificate of Completion of Staff Development (SDAIE)**

BACKGROUND: For the 2025-2026 school year, the Tracy Unified School District will submit a request for a waiver regarding the Certificate of Completion of Staff Development (SDAIE-Specially Designed Academic Instruction Delivered in English). The Variable Term Waiver will grant educators temporary English Learner Authorization while they complete the necessary requirements as part of their enrollment in a CTC-approved CTE credential program. Furthermore, this waiver will provide employing agencies additional time to fill assignments with individuals who either possess the appropriate credential or qualify under one of the available assignment options.

RATIONALE: The educator(s) holds a Preliminary CTE credential. A Variable Term Waiver is needed to allow the educator time to complete the program requirements and obtain a clear credential which will include the Specially Designated Academic Instruction Delivered in English for English Learners (SDAIE) authorization. This agenda item meets District Goal 2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: No Fiscal Impact

RECOMMENDATION: Approve a Variable Term Waiver for Certificate of Completion of Staff Development (SDAIE).

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

BEFORE THE BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

DECLARATION

The Governing Board of Tracy Unified School District declares that the district has elected to request a Variable Term Waiver while the individual below works on completing the requirements to obtain a clear CTE teaching credential. The individual will be provided orientation, guidance and assistance during the valid period of the waiver.

Anica Romo – Culinary Arts – Tracy High School

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Board President

Date _____

ATTEST:

_____
Board Vice President

Date _____

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 10, 2025
SUBJECT: **Acknowledge Revisions to Administrative Regulations 4112.6, 4212.6, and 4312.6 Personnel Records and Abolish Board Policies 4112.6, 4212.6, and 4312.6 (First Reading)**

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to Personnel Records, the District has created an all-personnel Administrative Regulation 4112.6, 4212.6, and 4312.6 to replace existing regulations and to abolish board policies 4112.6, 4212.6, and 4312.6.

RECOMMENDATION: Acknowledge Revisions to Administrative Regulations 4112.6, 4212.6, and 4312.6 and Abolish Board Policies 4112.6, 4212.6, and 4312.6 (First Reading).

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

PERSONNEL RECORDS

~~A. Purpose and Scope~~

~~Personnel records shall be kept on all current employees and shall include information usually expected in good personnel administration.~~

~~B. General~~

~~A file shall be kept for all resigned or retired employees, including such essential information as shall seem appropriate to the administration.~~

~~C. Forms Used and Additional References~~

~~Personnel file~~

~~D. Procedure~~

~~Placement of Material in Personnel Files~~

~~1. Material in the employee's personnel file will normally include but shall not be limited to the following:~~

~~a. Application for employment.~~

~~b. Employment sign-up information, such as: authorization to employ, oath of office, notice of employment, fingerprint card, medical examination records, tuberculosis card, etc.~~

~~c. Verification of education, experience, and credential or license as required.~~

~~d. Assignment order forms.~~

~~e. Offer of employment.~~

~~f. Performance appraisal reports and related materials.~~

~~g. Retirement entry or separation material.~~

~~h. Medical information required as by policy or regulations of the district.~~

PERSONNEL RECORDS

2. All material to be placed in a personnel file shall be processed through the administrator responsible for the maintenance of personnel files.

3. When an employee is asked to sign any material that is to be placed in the employee's file, it is with the understanding that the employee's signature signifies only that the employee has read the material and does not necessarily indicate agreement with its contents.

4. Material of a derogatory nature shall not be entered unless:

   a. the employee is given notice and an opportunity to review and comment thereon; and

   b. the material has been signed and dated by the originating person and approved for inclusion by the division head. (Anonymous documents, letters or other materials shall not be filed.)

Personnel File Review Procedures

1. Staff Review Procedures

   a. The Assistant Superintendent for Human Resources, Assistant Superintendents, and other management personnel or District legal counsel with a valid "right to know" or "need to know" may, with the Superintendent or designee's authorization, review an employee's personnel file.

   b. All personnel files will be reviewed in the Human Resources office unless otherwise approved in writing through the Superintendent or Assistant Superintendent/Human Resources.

   c. Following authorization as above, personnel files shall be released for review through the Assistant Superintendent/Human Resources or designee.

   d. Board members are not individually allowed to request and access personnel files, but the Board of Trustees may request pertinent information from an employee's file in cases of personnel action. The contents of all personnel files shall be kept in strictest confidence.

PERSONNEL RECORDS

2. Internal Personnel Staff Review Procedures

a. The Assistant Superintendent/Human Resources is authorized to examine personnel files as related to position function and with a valid "need to know".

b. Personnel files shall be reviewed in the personnel office unless otherwise authorized by the Assistant Superintendent/Human Resources.

c. Personnel files shall be reviewed and replaced with a minimum of time elapsed. In no case should a personnel file be left unattended, or left unfiled overnight.

3. File Review by Employee

a. Employee requests inspection of personnel file through personnel office and makes appointment for such review to be scheduled during normal business hours.

b. Employee shall review file in presence of Superintendent, Assistant Superintendent/Human Resources, or designee responsible for maintaining files.

c. Confidential placement information in file shall not be available for review unless marked "not confidential" or equivalent by the college, university or other placement office.

d. All reviews of personnel files shall be recorded including notation of date and time reviewed, and name of officer present during the review.

e. In no instance shall any material in file be removed from the file. (See "review of Derogatory Material Placed in Employee's File", below)

f. Any request by employee to include any materials of employee in file must be approved by the Superintendent or Assistant Superintendent/Human Resources.

g. Requests for copies of material in personnel file must be in writing and approved by the Assistant Superintendent for Human Resources. Copies so made will be at the employee's expense.

PERSONNEL RECORDS

~~Review of Derogatory Material Placed in Employee's File~~
~~After an employee is given notice that material of a derogatory nature is going to be placed in his/her personnel file, and he/she has been given an opportunity to review and comment on it, the comment shall be attached to the derogatory material and the material shall be entered in the employee's file. The employee shall be informed that the derogatory material may be reviewed by the employee during normal business hours, that the employee shall be released from duty for this purpose, and that if the employee has not reviewed the material within ten business days of the date of notification, the derogatory material will be placed in their personnel file without review, unless the employee presents an acceptable reason why the material could not be reviewed during the ten days specified, then an appropriate extension will be granted.~~

~~The material, once filed, becomes a part of the employee's permanent personnel file. As part of a permanent file, this material must be retained indefinitely unless it is maintained by the District approved alternative system.~~

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

~~None~~

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

~~Employee personnel files shall be retained indefinitely.~~

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

~~Human Resources~~

~~**H. Approved By**~~
~~Assistant Superintendent for Human Resources~~
The Superintendent or designee shall maintain personnel files for all current employees at the district's central office or at the location where the employee works.

The Superintendent or designee shall determine the types of information to be included in personnel files, including, but not limited to, records required by law, and shall process all material to be placed in such files.

Personnel files for district police or security officers shall be maintained and accessed in accordance with Government Code 3305-3306.5 and AR 3515.3 - District Police/Security Department.

PERSONNEL RECORDS

Placement of Material in Personnel File

Any supervisor or administrator who places written material or drafts written material for placement in an employee's file shall sign the material and indicate the date of the placement.

When an employee is asked to sign any material that is to be placed in the employee's file, the employee shall be informed that the signature only signifies that the employee has read the material and does not necessarily indicate that the employee agrees with its contents.

Any request by an employee to include materials in the employee's personnel file must be approved by the Superintendent or designee.

An employee may initiate a written reaction or response to the employee's performance evaluation. The response shall be permanently attached to the evaluation and placed in the employee's personnel file.

Derogatory Information

Information of a derogatory nature shall not be entered into an employee's personnel file unless and until the employee is given notice and an opportunity to review and comment on that information. Such a review shall take place during normal business hours. The employee shall be released from duty for this purpose without a salary reduction. The employee may enter their own comments and have them attached to the derogatory statement. (Education Code 44031)

Persons with Authorized Access

The Superintendent or designee shall maintain the confidentiality of any personnel records which, if inappropriately disclosed, would constitute an unwarranted invasion of the employee's privacy.

Access to an employee's personnel file shall be granted only to the employee, persons authorized by the employee, district personnel, and others with a valid "right to know" or "need to know" who are authorized access by the Superintendent or designee.

Individual Governing Board members shall not be allowed to access personnel files, but the Board may request pertinent information from an employee's file in cases of personnel action.

Any authorized reviewer shall maintain strict confidence of the contents of a personnel file. Personnel files shall be reviewed and replaced within the shortest time possible. In no case shall a personnel file be left unattended or left unsecured overnight.

PERSONNEL RECORDS

File Review by Employee

Any employee wishing to inspect their own personnel record shall contact the Superintendent or designee. With the exceptions noted below, all personnel records related to the employee's performance or to any grievance concerning the employee shall be made available for inspection by the employee. Noncredentialed employees shall have access to any numerical scores obtained as a result of written examinations. (Education Code 44031; Labor Code 1198.5)

The Superintendent or designee shall not be required to make available to the employee: (Education Code 44031; Labor Code 1198.5)

1. Records related to the investigation of a possible criminal offense
2. Letters of reference
3. Ratings, reports, or records that were obtained prior to the employee's employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.

Personnel records related to the employee's job performance or to any grievance concerning the employee shall be made available to the employee at reasonable intervals and at reasonable times. The Superintendent or designee shall not be required to make such records available at a time when the employee is required to render services to the district, unless the employee is required to view the file where it is stored. (Education Code 44031; Labor Code 1198.5)
The Superintendent or designee shall do one of the following: (Labor Code 1198.5)

1. Keep a copy of each employee's personnel records at the place where the employee reports to work

2. Make the employee's personnel records available at the place where the employee reports to work within a reasonable period of time following the employee's request

3. Permit the employee to inspect the personnel records at the location where the district stores the personnel records, with no loss of compensation to the employee

The employee may be accompanied by a representative of the employee's choice while reviewing his/her personnel records.

Inspection shall take place in the presence of the Superintendent or designee. The Superintendent or designee shall keep a record of the date and time the file was reviewed and the name and title of the person(s) present during the review.

PERSONNEL RECORDS

In no instance shall any material be removed from the records. Requests for copies of material in a personnel record must be made in writing.

Record Retention

Personnel records for current and former employees shall be retained in accordance with 5 CCR 16023.

The Superintendent or designee shall not expunge from an employee's personnel file, nor enter into an agreement that would authorize expunging from an employee's personnel file, credible complaints of, substantiated investigations into, or discipline for egregious misconduct as defined in Education Code 44932. However, such documentation may be removed if, during a hearing before the Board, an arbiter, personnel commission, Commission on Professional Competence, or administrative law judge, the employee prevailed, the allegations were determined to be false, not credible, or unsubstantiated, or a determination was made that the discipline was not warranted. (Education Code 44939.5)

Legal Reference:

EDUCATION CODE
35253 Regulation to destroy records
44031 Personnel file contents and inspection
44663 Performance appraisals and related materials
44932 Grounds for dismissal of permanent employees
44939.5 Report of egregious misconduct

GOVERNMENT CODE
3305-3306 District police officers; personnel files
7920.000-7930.215 California Public Records Act
7927.700 Exemption for personnel records if invasion of personal privacy
7928.300 Disclosure of employee contact information

LABOR CODE
1198.5 Inspection of personnel files

PENAL CODE
11165.14 Report of investigation of child abuse complaint

CODE OF REGULATIONS, TITLE 5
16020-16022 Records, general provisions
16023-16027 Retention of records

ATTORNEY GENERAL OPINIONS

PERSONNEL RECORDS

Cal. Atty. Gen., Indexed Letter, no. IL 75-73 (June 6, 1975)

COURT DECISIONS

Bakersfield City School District v. Superior Ct. (2004) 118 Cal.App.4th 1041

Marken v. Santa Monica-Malibu Unified School District (2012) 202 Cal/App.4th 1250

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 10, 2025
SUBJECT: **Adopt Revised Board Policy and Acknowledge Revisions to Administrative Regulations 4112.2 Certification (First Reading)**

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to Certification, the District has updated Board Policy 4112.2 and Administrative Regulations 4112.2.

RECOMMENDATION: Adopt Revised Board Policy and Acknowledge Revisions to Administrative Regulations 4112.2 Certification (First Reading).

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

CERTIFICATION

~~The Superintendent or designee shall ensure that persons employed in positions requiring certification qualifications have the appropriate credential or permit authorizing their employment in such positions.~~

~~When fully qualified credentialed individuals are not available, the District may employ persons with emergency permits, intern permits, pre-intern certificates or credential waivers in accordance with law.~~

~~The District will facilitate and support the professional development of persons with emergency permits so that they may become fully qualified teachers. The Superintendent or designee shall develop a plan which meets the requirements of law.~~

~~The Governing Board highly encourages Tracy Unified School District teachers to achieve National Board Certification. The National Board for Professional Teaching Standards (NBPTS) is an organization of teachers and other education stakeholders who are working to strengthen the teaching profession and to improve student learning. NBPTS, created in 1987, is a nonpartisan, independent and nonprofit organization. Offered on a voluntary basis, the advanced system of National Board Certification complements, but does not replace state licensing. National Board Certificates are available in a wide variety of areas including Art, English Language Arts, Exceptional Needs Specialist, Generalist, Library Media, Mathematics, Music, Science, Social Studies, Physical Education, and World Languages other than English.~~

~~National Board Certification is a demonstration of a candidate's teaching practice as measured against high and rigorous standards. A National Board for Professional Teaching Standards (NBPTS) is a certificate attesting that a teacher has been assessed by his or her peers as one who is accomplished, makes sound professional judgments about student learning, and acts effectively on those judgments. Equally important, National Board Certification is a means to professional growth and improvement.~~

~~Candidates achieve National Board Certification after they successfully complete the assessment process. A candidate's efforts to achieve National Board Certification take the better part of a school year and involve a total of 200-400 hours of work.~~

~~Legal Reference:~~

~~EDUCATION CODE~~

~~8360-8370~~	~~Qualifications of child care personnel~~
~~32340-32341~~	~~Unlawful issuance of a credential~~
~~44066~~	~~Limitations on certification requirements~~
~~44200-44405~~	~~Teachers credentialing, especially:~~

CERTIFICATION (Continued)

44225.6	CTC annual report on credentials, internships and emergency permits
44225.7	Priorities for recruitment when fully prepared teacher not available
44251	Period of credentials
44252	Standards and procedures for issuance; proficiency testing of basic skills
44252.5	State basic skills assessment required for certificated personnel
44259	Minimum requirements for teaching credential
44259.5	Standards for teachers of all students, including English language learners
44259.8	Alternative means of entering teaching profession
44270.3-44270.4	Out-of-state credentials, administrative services
44274-44274.5	Out-of-state credentials
44275.3	Employment of teachers with out-of-state credentials
44277	Requirements for maintaining valid credentials
44278	Credential appeal
44300-44301	Emergency permits
44302	CTC notification re district options when fully qualified teacher not available
44305.44308	Pre-internship teaching certificates
44325-44329	District interns
44330-44355	Certificates and credentials
44395-44399	National Board for Professional Teaching Standards
44400-44405	California Mathematics Initiative for Teaching
44735	Teaching as a priority block grant
44751	Recruitment centers
44830-44929	Employment of certificated persons; requirement of proficiency in basic skills
56060-56063	Substitute teachers in special education
90530	Recruitment centers

CODE OF REGULATIONS, TITLE 5

80001-80690.1	Commission on Teacher Credentialing

MANAGEMENT RESOURCES:

CTC memo #94-9414, August 15, 1994

CERTIFICATION (Continued)

The Governing Board recognizes that the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and competency in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed to fill positions requiring certification qualifications possess the appropriate credential, permit, or other certification document from the Commission on Teacher Credentialing (CTC) and fulfill any additional state, federal, or district requirements for the position.

The Superintendent or designee shall provide assistance and support to teachers holding preliminary credentials to enable them to meet the qualifications required for the clear credential.

Priorities for Hiring Based on Unavailability of Credentialed Teacher

The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher who is authorized in the subject or setting for each assignment or, when necessary, a fully prepared teacher serving on a local assignment option. Whenever a teacher with a clear or preliminary credential is not available, and the Board adopts a resolution that it has made reasonable efforts to recruit a fully prepared teacher for the assignment, the Superintendent or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

1. **A candidate who enrolls in an approved internship program in the region of the district and possesses an intern credential**

2. **A candidate who is scheduled to complete preliminary credential requirements within six months and who is granted a provisional internship permit (PIP) or short-term staff permit issued by CTC**

   The Board shall take action to approve, at an open Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)

3. **An individual who has been granted a credential waiver by CTC**

Annually, the Board shall, prior to requesting that CTC issue an emergency permit or limited assignment permit, approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action

CERTIFICATION (Continued)

item at a regularly scheduled open Board meeting, with the entire Declaration of Need being included in the Board agenda (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications specified in Items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits and limited assigned permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. It shall also specify each subject to be listed on the General Education Limited Assignment Single Subject Teaching Permits and the target language on Emergency Bilingual Permits. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)

Whenever it is necessary to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

National Board for Professional Teaching Standards Certification

With Board approval and funding, and consistent with the collective bargaining agreement and applicable law, the Superintendent may provide an incentive for teacher participation in NBPTS certification, such as a stipend or other compensation for those who complete the certification process.

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to, whether the teacher: (20 USC 6312)

1. Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction

CERTIFICATION (Continued)

2. Is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived

3. Is teaching in the field of discipline of the teacher's certification

In addition, the Superintendent or designee shall notify parents/guardians in a timely manner whenever their child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area to which the teacher has been assigned. (20 USC 6312)

Legal References:

State	Description
5 CCR 80001-80674.6	Commission on Teacher Credentialing
5 CCR 80001-80694	Commission on Teacher Credentialing
Ed. Code 32340-32341	Unlawful issuance of a credential
Ed. Code 35186	Complaints related to instructional materials, teacher vacancy or misassignment, and facility conditions that pose emergency or urgent threat
Ed. Code 44066	Limitations on certification requirements
Ed. Code 44200-44418	Teacher credentialing
Ed. Code 44250-44277	Credentials and assignment of teachers
Ed. Code 44300-44302	Emergency permit
Ed. Code 44325-44328	District interns
Ed. Code 44330-44355	Certificates and credentials
Ed. Code 44395	National Board for Professional Teaching Standards Certification Incentive Program
Ed. Code 44420-44440	Revocation and suspension of credentials
Ed. Code 44450-44468	University internship program
Ed. Code 44830-44929	Employment of certificated persons; requirement of proficiency in basic skills
Ed. Code 56060-56063	Substitute teachers in special education

CERTIFICATION (Continued)

State	Description
Ed. Code 8295-8305	Child development program; personnel qualifications
Federal	**Description**
20 USC 6312	Title I local educational agency plans; notifications regarding teacher qualifications
34 CFR 200.61	Parent notification regarding teacher qualifications
Management Resources	**Description**
Commission on Teacher Credentialing Publication	Proposed Amendments to Title 5 of the California Code of Regulations Pertaining to Subject Matter Competency, Coded Correspondence 22-06, October 21, 2022
Commission on Teacher Credentialing Publication	Proposed Amendments and Additions to Title 5 of the California Code of Regulations Pertaining to Subject Matter Competence, Coded Correspondence 21-06, September 20, 2021
Commission on Teacher Credentialing Publication	Assembly Bill 320: Regional Accreditation for Coursework and Degrees Used for Certification Purposes, Credential Information Alert 22-02, March 1, 2022
Commission on Teacher Credentialing Publication	Waiver Requests Guidebook, 2015
Commission on Teacher Credentialing Publication	Subject Matter Authorization Guideline Book, December 2019
Commission on Teacher Credentialing Publication	Supplementary Authorization Guideline Book, December 2019
Commission on Teacher Credentialing Publication	Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013
Commission on Teacher Credentialing Publication	Approved Addition and Amendments to Title 5 of the California Code of Regulations Pertaining to Teaching Permit for Statutory Leave (TPSL), Coded Correspondence 16-10, Aug 23, 2016
Commission on Teacher Credentialing Publication	California Standards for the Teaching Profession (CSTP), October 2009

CERTIFICATION (Continued)

Management Resources	Description
Commission on Teacher Credentialing Publication	CL-667 Basic Skills Requirement
Commission on Teacher Credentialing Publication	CL-856 Provisional Internship Permit
Commission on Teacher Credentialing Publication	CL-858 Short-Term Staff Permit
Court Decision	Association of Mexican-American Educators (AMAE) et al. v. State of California and the Commission on Teacher Credentialing (2000) 231 F.3d 572
Nat'l Board for Prof. Teaching Stds. Publication	Using Federal Funds for National Board Activities: An Action-Planning Guide
Nat'l Board for Prof. Teaching Stds. Publication	Considerations for Using Federal Funds to Support National Board Certification
Website	Office of Administrative Law
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, CA NBPTS Certification Incentive Program 2021-26
Website	National Board Resource Center
Website	National Board for Professional Teaching Standards
Website	Commission on Teacher Credentialing
Website	Commission on Teacher Credentialing, Credential Information Guide (for employers' use only)
Website	CSBA
Website	U.S. Department of Education

Adopted: 3/25/03
Revised:

CERTIFICATION

~~A. Purpose and Scope~~

~~To provide guidance and direction for certificated personnel, principals and/or other administrative personnel regarding credentials and National Board Certification.~~

~~B. General~~

~~1. Certificated personnel are responsible for renewing and registering their credentials and keeping them valid.~~

~~2. Teachers may teach on emergency or provisional credentials providing no regularly credentialed teachers are available.~~

~~3. The Governing Board will not employ any certificated personnel on a permanent, temporary or substitute basis unless that person has demonstrated basic skills proficiency as required unless that person is exempted from this requirement.~~

~~4. National Board Certification is a demonstration of a candidate's teaching practice as measured against high and rigorous standards. A National Board for Professional Teaching Standards (NBPTS) is a certificate attesting that a teacher has been assessed by his or her peers as one who is accomplished, makes sound professional judgments about student learning, and acts effectively on those judgments. Equally important, National Board Certification is a means to professional growth and improvement.~~

~~C. Forms Used and Additional References~~

~~Application for credential authorizing Public School service.~~
~~App National Board Certification application~~
~~National Board Certificate~~
~~Application for issuance of temporary county certificate.~~

~~D. Procedure~~

~~Responsibility for District Registration and Renewal~~
~~Each person employed by the district for a position requiring certification qualifications shall, within 60 days after beginning employment, register with the district a valid credential authorizing the person to work in that position. All certificated personnel are personally responsible for renewing of their credentials and for~~

CERTIFICATION (Continued)

keeping them valid. Certificated employees also shall register renewed credentials with the district within 60 days after the renewal.

No Pay for Invalid Credential
A teacher whose credential is not valid cannot be paid for the time service is rendered under such conditions.

Responsibility for County Registration
Each credential actively used by the teacher must be registered with the office of the county superintendent of schools. This is the teacher's responsibility.

Certification and Registration Required
A teacher whose credential is not on file with the county office as required by law will be subject to automatic suspension. No warrant will be drawn in favor of any person requiring certification until he/she is properly credentialed and registered with the county.

Emergency and Provisional Credentials
Teachers may teach on emergency or provisional credentials, providing no regularly credentialed teachers are available; or one or more credentialed persons are available, but are not deemed qualified.

Proficiency in Reading, Writing and Mathematics
Prior to being hired by the Governing Board, all certificated persons, whether hired on a permanent, temporary or substitute basis, shall demonstrate basic skills proficiency in reading, writing and mathematics, unless specifically exempted from this requirement by Education Code 44830.

Certificated persons who have not held a position requiring certification within 39 months of employment and who have not taken the state basic skills proficiency test may be hired as temporary employees, provided they pass a basic skills proficiency test developed and administered by the district. Such employees shall subsequently take the state test within one year of employment.

Persons holding a designated subjects special subjects credential or vocational designated subject credential shall not be required to take the state basic skills proficiency test unless their specific credential requires the possession of a baccalaureate degree. Instead, these persons shall be assessed with district proficiency criteria established by the Board for these credentials, which shall be at least equivalent to the district test required for graduation from high school.

CERTIFICATION (Continued)

~~Out-of-State Credentials~~

~~The district may employ an out-of-state applicant who has met the requirements of Education Code 44274.2, 44275.3 or 44275.4 and obtained a preliminary or professional clear credential from the Commission on Teacher Credentialing.~~

~~A teacher trained out of the state or country who has been issued a five-year California preliminary credential shall pass the state basic skills proficiency test described above within one year of the issuance date of the credential in order to be eligible to continue teacher. To be eligible for a professional clear credential, he/she must also meet legal requirements for subject matter competence, course completion, and either a fifth year postsecondary program or an induction program for beginning teachers.~~

~~National Board Certification~~

~~1. The teacher shall submit a completed copy of the National Board Certification application to the Human Resources Office. Once the Human Resources Office has received the National Board Certification application, the District shall initially provide a total of $300 toward the National Board Certification fee.~~

~~2. Each teacher seeking National Board Certification shall apply for the maximum Subsidy offered by the State of California to further offset the National Board Certification fee.~~

~~3. Upon receiving verification that the teacher has achieved National Board Certification, TUSD shall reimburse the teacher the cost of the National Board Certification fee to a maximum of $2,300 minus the initial amount of $300 provided by TUSD and any subsidy provided by another organization including the $1,000 subsidy if obtained from the State of California.~~

~~4. Each teacher who obtains National Board Certification shall receive an annual stipend equal to 5% of the non-adjusted Class I, Step I of the Tracy Unified School District Certificated Salary Schedule A. The annual stipend will continue for the life of the National Board Certificate.~~

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

~~None~~

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

~~Copies of credentials in employee's personnel file.~~

CERTIFICATION (Continued)

~~National Board Certificate (Personnel file)~~

~~G. Responsible Administrative Unit~~

~~Human Resources~~

~~H. Approved By~~

~~Associate Superintendent for Human Resources~~

Verification of Credentials

The Superintendent or designee shall verify that each employee in a position requiring certification qualifications possesses a valid certification document issued by the Commission on Teacher Credentialing (CTC). Such verification shall occur not later than 60 days after the commencement of employment or the renewal of a credential. (Education Code 44857)

The Superintendent or designee shall verify that any person who is employed by the district while CTC is processing the application for certification possesses a temporary certificate based on a demonstration of basic skills and completion of a criminal background check. (Education Code 44332, 44332.5, 44332.6)

The Superintendent or designee shall maintain records of the appropriate certification of all employees serving in certificated positions.

Basic Skills Proficiency

The district shall not initially hire a person in a position requiring certification, on a permanent, temporary, or substitute basis, unless that person has demonstrated basic skills proficiency in reading, writing, and mathematics or is specifically exempted from the requirement by law. (Education Code 44252, 44252.6, 44830)

A person may demonstrate basic skills proficiency in reading, writing, and mathematics by:

1. **Passage of the California Basic Educational Skills Test (CBEST) (Education Code 44252.5)**

CERTIFICATION (Continued)

2. Passage of the California Subject Examinations for Teachers: Multiple Subjects plus Writing Skills Examination

3. Passage of the California State University (CSU) Early Assessment Program or the CSU Placement Examinations (Education Code 44252)

4. Achieving a qualifying score on the Scholastic Aptitude Test or the American College Test (Education Code 44252)

5. Achieving a qualifying score on College Board Advanced Placement Examinations

6. Passage of a basic skills examination from another state

7. Qualifying coursework (Education Code 44252)

8. Qualifying coursework and exams (Education Code 44252)

The district may hire a certificated employee who has not taken a test of basic skills proficiency if the employee has not yet been afforded the opportunity to take the test, provided that the employee takes the test at the earliest opportunity. The employee may remain employed by the district pending the receipt of the test results. (Education Code 44830)

An out-of-state prepared teacher shall meet the basic skills requirement within one year of being issued a California preliminary credential by CTC unless the teacher has completed a basic skills proficiency test in another state, passed a basic skills proficiency test developed and administered by the district, by cooperating districts or by the county office of education (COE), or is otherwise exempted by law. The district shall develop a basic skills proficiency test, which shall be at least equivalent to the district test required for high school graduation, for purposes of assessing out-of-state prepared teachers pending completion of the basic skills requirement. (Education Code 44252, 44274.2; 5 CCR 80071.4, 80413.3)

Any person holding or applying for a "designated subjects special subjects" credential which does not require possession of a bachelor's degree shall pass a district proficiency test in lieu of meeting the state basic skills proficiency requirement. (Education Code 44252, 44830)

The district may charge a fee to persons being tested to cover the costs of

CERTIFICATION (Continued)

developing, administering, and grading the district proficiency test. (Education Code 44252, 44830)

Short-Term Staff Permit

The district may request that CTC issue a short-term staff permit (STSP) to a qualified applicant whenever there is a need to immediately fill a classroom based on unforeseen circumstances, including, but not limited to: (5 CCR 80021)

1. Enrollment adjustments requiring the addition of another teacher

2. Inability of the teacher of record to finish the school year due to approved leave or illness

3. The applicant's need for additional time to complete preservice requirements for enrollment into an approved internship program

4. Inability of the applicant to enroll in an approved internship program due to timelines or lack of space in the program

5. Unavailability of a third-year extension of an internship program or the applicant's withdrawal from an internship program

The Superintendent or designee shall ensure that the applicant possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021 for the multiple subject, single subject, or education specialist STSP as appropriate. (5 CCR 80021)

When requesting issuance of an STSP, the Superintendent or designee shall submit to CTC: (5 CCR 80021)

1. Verification that the district has conducted a local recruitment for the permit being requested

2. Verification that the district has provided the permit holder with orientation to the curriculum and to instruction and classroom management techniques and has assigned a mentor teacher for the term of the permit

3. Written justification for the permit signed by the Superintendent or designee

CERTIFICATION (Continued)

The holder of an STSP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021)

Provisional Internship Permit

Before requesting that CTC issue a provisional internship permit (PIP), the district shall conduct a diligent search for a suitable credentialed teacher or intern, including, but not limited to, distributing job announcements, contacting college and university placement centers, and advertising in print or electronic media. (5 CCR 80021.1)

Whenever a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may request that CTC issue a PIP to an applicant who possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021.1 for the multiple subject, single subject, or education specialist PIP as appropriate. (5 CCR 80021.1)

When submitting the request for a PIP, the district shall provide verification of all of the following: (5 CCR 80021.1, 80026.5)

1. A diligent search has been conducted for a suitable credentialed teacher or suitable qualified intern as evidenced by documentation of the search.

2. Orientation, guidance, and assistance will be provided to the permit holder as specified in 5 CCR 80026.5.The orientation shall include, but not be limited to, an overview of the curriculum the permit holder is expected to teach and effective instruction and classroom management techniques at the permit holder's assigned level. The permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or COE and who has completed at least three years of full-time classroom teaching experience.

3. The district will assist the permit holder in developing a personalized plan through a district-selected assessment that would lead to subject-matter competence related to the permit.

4. The district will assist the permit holder to seek and enroll in subject-matter training, such as workshops or seminars and site-based courses, along with

CERTIFICATION (Continued)

training in test-taking strategies, and shall assist the permit holder in meeting the credential subject-matter competence requirement related to the permit.

5. A notice of intent to employ the applicant in the identified position has been made public.The district shall submit a copy of the agenda item presented at an open Governing Board meeting which states the name of the applicant, the assignment in which the applicant will be employed including the name of the school, subject(s), and grade(s) that the applicant will be teaching, and that the applicant will be employed on the basis of a PIP. The district also shall submit a signed statement from the Superintendent or designee that the agenda item was acted upon favorably.

6. The candidate has been apprised of steps to earn a credential and enroll in an internship program.

The holder of a PIP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021.1)

Teaching Permit for Statutory Leave

Whenever there is an anticipated need for the district to temporarily fill the teaching assignment of a teacher of record who will be on sick leave, differential sick leave, industrial accident or illness leave, pregnancy disability leave, administrative leave related to dismissal and suspension proceedings, military leave, or family care and medical leave under the federal Family and Medical Leave Act or California Family Rights Act, the Superintendent or designee may request that CTC issue a Teaching Permit for Statutory Leave (TPSL) to a qualified individual who will be serving as the interim teacher of record. Prior to submitting an application to CTC, the district shall provide the applicant with 45 hours of preparation in the content areas listed in 5 CCR 80022. (5 CCR 80022)

A request for the TPSL shall only be submitted if the district has made reasonable efforts to hire a substitute with a full teaching credential that matches the setting and/or subject for the statutory leave position and no such candidate is available. (5 CCR 80022)

The district shall verify to CTC that it will provide the interim teacher: (5 CCR 80022)

CERTIFICATION (Continued)

1. An orientation to the assignment before or during the first month of service in the statutory leave assignment

2. An average of two hours of mentoring, support, and/or coaching per week through a system of support coordinated and/or provided by a mentor who possesses a valid life or clear credential that would also authorize service in the statutory leave assignment

3. Lesson plans for the first four weeks of the assignment as well as continued assistance in the development of curriculum, lesson planning, and individualized education programs

The holder of the TPSL may serve as the interim teacher of record for up to the full length of the leave(s) during the school year. (5 CCR 80022)

The Superintendent or designee shall maintain documentation on the assignment in accordance with 5 CCR 80022 and annually report data on the use of the TPSL to the County Superintendent of Schools for assignment monitoring pursuant to Education Code 44258.9. (5 CCR 80022)

The Superintendent or designee may annually request renewal of the TPSL, provided that no substitute with a full teaching credential is available for the assignment. The application for each reissuance shall include verification that the interim teacher has completed an additional 45 hours of preparation and the district is continuing to provide mentoring in accordance with Items #2-3 above. (5 CCR 80022)

Long-Term Emergency Permits

As necessary, the Superintendent or designee may request that CTC issue an emergency resource specialist permit, emergency teacher librarian services permit, emergency cross-cultural language and academic development permit (CLAD), or emergency bilingual authorization permit. (5 CCR 80024.3.1, 80024.6, 80024.7, 80024.8)

The Superintendent or designee shall provide any first-time recipient of an emergency teaching permit with an orientation which, to the extent reasonably feasible, shall occur before beginning a teaching assignment. The Superintendent or designee may vary the nature, content, and duration of the orientation to match the amount of training and experience previously completed by the emergency permit teacher. The orientation shall include, but not be limited to, the curriculum the

CERTIFICATION (Continued)

teacher is expected to teach and effective techniques of classroom instruction and classroom management at the assigned grade-level span. The emergency permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or COE and who has completed at least three years of full-time classroom teaching experience. (5 CCR 80026.5)

Early Childhood Education Emergency Specialist Permit/Emergency Transitional Kindergarten Permit (ETK)

If, after conducting a diligent search, the district has been unable to recruit a sufficient number of certificated teachers, including teacher candidates pursuing full certification through internship, district internship, or other alternative routes established by CTC, the Superintendent or designee may request CTC to issue a one-year early childhood education (ECE) emergency specialist permit that authorizes the teacher to teach all subjects in a self-contained transitional kindergarten (TK) general education classroom. (Education Code 44300)

The request to CTC shall include the following justifications for the need for the ECE emergency specialist permit: (Education Code 44300)

1. **Annual documentation that the district has adopted in policy and practice a process for conducting a diligent search as defined in Education Code 44300**

2. **A Declaration of Need for Fully Qualified Educators based on the documentation set forth in Item #1, and adopted by the Board at a regularly scheduled Board meeting**

3. **Verification that the district will provide the required orientation, mentoring, and support**

4. **The Board's receipt, at a regularly scheduled Board meeting, of a report on the orientation, mentoring, and support described in Item #3**

The district may request CTC to renew the ECE emergency specialist permit for one additional year provided the following occurs: (Education Code 44300)

1. **The applicant verifies current enrollment in a commission-approved teacher preparation program that will result in a credential authorizing teaching TK**

CERTIFICATION (Continued)

2. **The district submits a Declaration of Need for Fully Qualified Educators in the same manner as described in Item #2, above**

3. **The district verifies that the applicant continues to successfully serve in the assignment on the basis of the ECE emergency specialist permit**

4. **The district verifies continued orientation, mentoring, and support, with reporting to the Board in the same manner as described in Item #3, above**

Substitute Teaching Permits

The district may employ a person whose credential or permit authorizes substitute teaching services, provided that:

1. **A person holding an emergency 30-day substitute teaching permit, STSP, PIP, TPSL, or any valid teaching or services credential that requires at least a bachelor's degree and completion of the CBEST, shall not serve as a substitute for more than 30 days for any one teacher during the school year or as a substitute in a special education classroom for more than 20 days for any one teacher during the school year. (5 CCR 80025, 80025.3, 80025.4)**

2. **A person with an emergency career substitute teaching permit shall not serve as a substitute for more than 60 days for any one teacher during the school year. (5 CCR 80025.1)**

3. **A person with an emergency substitute teaching permit for prospective teachers shall not serve as a substitute for more than 30 days for any one teacher during the school year and not more than 90 days total during the school year. (5 CCR 80025.2)**

4. **A person with an emergency designated subjects 30-day substitute teaching permit for career technical education shall teach only in a program of technical, trade, or vocational education and shall not serve as a substitute for more than 30 days for any one teacher during the school year. (5 CCR 80025.5)**

Before employing a person with an emergency substitute permit pursuant to Item #1 or 4 above, the Superintendent or designee shall prepare and keep on file a signed Statement of Need for the school year. The Statement of Need shall describe the situation or circumstances that necessitate the use of a 30-day substitute permit

CERTIFICATION (Continued)

holder and state either that a credentialed person is not available or that the available credentialed person does not meet the district's specified employment criteria. (5 CCR 80025, 80025.5)

Legal References

State	Description
5 CCR 80001-80674.6	Commission on Teacher Credentialing
5 CCR 80001-80694	Commission on Teacher Credentialing
Ed. Code 32340-32341	Unlawful issuance of a credential
Ed. Code 35186	Complaints related to instructional materials, teacher vacancy or misassignment, and facility conditions that pose emergency or urgent threat
Ed. Code 44066	Limitations on certification requirements
Ed. Code 44200-44418	Teacher credentialing
Ed. Code 44250-44277	Credentials and assignment of teachers
Ed. Code 44300-44302	Emergency permit
Ed. Code 44325-44328	District interns
Ed. Code 44330-44355	Certificates and credentials
Ed. Code 44395	National Board for Professional Teaching Standards Certification Incentive Program
Ed. Code 44420-44440	Revocation and suspension of credentials
Ed. Code 44450-44468	University internship program
Ed. Code 44830-44929	Employment of certificated persons; requirement of proficiency in basic skills
Ed. Code 56060-56063	Substitute teachers in special education
Ed. Code 8295-8305	Child development program; personnel qualifications
Federal	**Description**
20 USC 6312	Title I local educational agency plans; notifications regarding teacher qualifications
34 CFR 200.61	Parent notification regarding teacher qualifications

CERTIFICATION (Continued)

Management Resources	Description
Commission on Teacher Credentialing Publication	Proposed Amendments to Title 5 of the California Code of Regulations Pertaining to Subject Matter Competency, Coded Correspondence 22-06, October 21, 2022
Commission on Teacher Credentialing Publication	Proposed Amendments and Additions to Title 5 of the California Code of Regulations Pertaining to Subject Matter Competence, Coded Correspondence 21-06, September 20, 2021
Commission on Teacher Credentialing Publication	Assembly Bill 320: Regional Accreditation for Coursework and Degrees Used for Certification Purposes, Credential Information Alert 22-02, March 1, 2022
Commission on Teacher Credentialing Publication	Waiver Requests Guidebook, 2015
Commission on Teacher Credentialing Publication	Subject Matter Authorization Guideline Book, December 2019
Commission on Teacher Credentialing Publication	Supplementary Authorization Guideline Book, December 2019
Commission on Teacher Credentialing Publication	Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013
Commission on Teacher Credentialing Publication	Approved Addition and Amendments to Title 5 of the California Code of Regulations Pertaining to Teaching Permit for Statutory Leave (TPSL), Coded Correspondence 16-10, Aug 23, 2016
Commission on Teacher Credentialing Publication	California Standards for the Teaching Profession (CSTP), October 2009
Commission on Teacher Credentialing Publication	CL-667 Basic Skills Requirement
Commission on Teacher Credentialing Publication	CL-856 Provisional Internship Permit
Commission on Teacher Credentialing Publication	CL-858 Short-Term Staff Permit
Court Decision	Association of Mexican-American Educators (AMAE) et

CERTIFICATION (Continued)

Management Resources	Description
	al. v. State of California and the Commission on Teacher Credentialing (2000) 231 F.3d 572
Nat'l Board for Prof. Teaching Stds. Publication	Using Federal Funds for National Board Activities: An Action-Planning Guide
Nat'l Board for Prof. Teaching Stds. Publication	Considerations for Using Federal Funds to Support National Board Certification
Website	Office of Administrative Law
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, CA NBPTS Certification Incentive Program 2021-26
Website	National Board Resource Center
Website	National Board for Professional Teaching Standards
Website	Commission on Teacher Credentialing
Website	Commission on Teacher Credentialing, Credential Information Guide (for employers' use only)
Website	CSBA
Website	U.S. Department of Education

Regulation Acknowledged: 2/25/03