THE COMPLETE AGENDA CAN BE FOUND AT https://www.tracy.k12.ca.us/board-of-education/agenda-minutes

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
OCTOBER 28, 2025

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

TUSD board meetings are held in person.

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

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

AGENDA

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

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

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

3.1 Administrative & Business Services: None.

3.1.1 Conference with Legal Counsel – Initiation of Litigation Pursuant to Government Code §54956.9(d)(4): One Potential Case
Authorize District to Work with Legal Counsel to Initiate Litigation

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

3.2 Educational Services:

3.2.1 Finding of Facts: 25/26#08, 25/26#09, 25/26#10
Education Code §48912

3.2.2 Reinstatements: AR#25-26/#08
Education Code §48912

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

3.2.3 Confidential Student Matter - Early Graduation: TISCS#10360515, TISCS#10330065, TISCS#10349327, TISCS#10365343, TISCS# 10362238, TISCS#10353952, WHS#10365543

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

3.2.4 Confidential Student Matter - PE Exemptions: TISCS#10358637

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

3.3 Human Resources:

3.3.1 Consider Paid/Unpaid Leave of Absence for Classified Employee #UCL-533

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

3.3.2 Consider Settlement Agreement with Classified Employees #UCL-534, #UCL-535, #UCL-536, #UCL-537, #UCL-538, #UCL-539, #UCL-540, #UCL-541, #UCL-542, #UCL-543, #UCL-544, #UCL-545, #UCL-546

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

3.3.3 Consider Paid/Unpaid Leave of Absence for Classified Employee #UCL-547

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

3.3.4 Consider Unpaid Leave of Absence for Classified Employee #UCL-548

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

3.3.5 Consider Leave of Absence Request for Certificated Employee: #UC-1420 Modified Pursuant to Article XX

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

3.3.6 Release Probationary Classified Employee #UCL-549 Library Technician

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

3.3.7 Consider Settlement Agreement with Certificated Employee

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

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

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

3.3.9 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 Conference with Legal Counsel – Initiation of Litigation Pursuant to Government
3.1.1 Code §54956.9(d)(4): One Potential Case
Authorize District to Work with Legal Counsel to Initiate Litigation

Action: Motion ____ Second ___. **Vote:** Yes___; No___; Absent___; Abstain ___

6b Action Taken on Finding of Facts: 25/26#08, 25/26#09, 25/26#10
3.2.1

Action: Motion ____ Second ___. **Vote:** Yes___; No___; Absent___; Abstain ___

6c Report Out of Action Taken on Reinstatements: AR#25-26/#08
3.2.2

Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6d Report Out of Action Taken on Early Graduation: TISCS#10360515, TISCS#
3.2.3 10330065, TISCS#10349327, TISCS#10365343, TISCS#10362238, TISCS#10353952, WHS#10365543
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6e Report Out of Action Taken on PE Exemptions: TISCS#10358637
3.2.4
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6f Consider Paid/Unpaid Leave of Absence for Classified Employee #UCL-533
3.3.1
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

6g Consider Settlement Agreement with Classified Employees #UCL-534, #UCL-
3.3.2 535, #UCL-536, #UCL-537, #UCL-538, #UCL-539, #UCL-540, #UCL-541, #UCL-542, #UCL-543, #UCL-544, #UCL-545, #UCL-546
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

6h Consider Paid/Unpaid Leave of Absence for Classified Employee #UCL-547
3.3.3
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

6i Consider Unpaid Leave of Absence for Classified Employee #UCL-548
3.3.4
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

6j Consider Leave of Absence Request for Certificated Employee: #UC-1420
3.3.5 Modified Pursuant to Article XX
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

6k Release Probationary Classified Employee #UCL-549 Library Technician
3.3.6
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

6l Consider Settlement Agreement with Certificated Employee
3.3.7
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

7. **Approve Regular Minutes of September 23, 2025** **1-6**
Action: Motion__ ; Second __. **Vote:** Yes __; No __; Absent ___; Abstain ___

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

9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
9.1 Recognize West High School Leadership and Scott Behnam, Teacher and Activities Director, for his Outstanding Leadership and Successful Implementation of the Special Olympics Program
9.2 Williams 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 Receive Update on TUSD LCAP Federal Addendum

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 Agreement with Informed K12	**7-14**
13.1.2	Approve Entertainment, Assembly, Service, Business and Food Vendors	**15**
13.1.3	Accept the Generous Donations from 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	**16-17**
13.1.4	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2025/26 School Year	**18-19**
13.1.5	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	**20-24**

13.2 Educational Services:

13.2.1	Approve Agreement for Special Contract Services with SJCOE for StarLab at Central School for the 2025-2026 School Year	**25-27**
13.2.2	Approve Service Agreement between Core Learning and Special Education to Provide 2-Day Training for the 2025-2026 School Year	**28-30**
13.2.3	Approve Special Contract Services Agreement with Eva Nicolosi, PsyD for a Psychoeducational Independent Education Evaluation (IEE)	**31-34**
13.2.4	Agreement for Special Contract Services with S.T.A.R. Academy - Haynes Family of Programs	**35-38**
13.2.5	Approve NPS Master Contract with Point Quest Pediatric Therapies to Provide Staffing Services for the 2025-2026 School Year (Separate Cover)	**39**
13.2.6	Approve Renewal with CALTRONICS for DocuWare Cloud Base Subscription for the 2025-2026 School Year	**40-42**
13.2.7	Approve Agreement with Sow A Seed to Facilitate "Too Good for Drugs" Curriculum During the 2025-2026 School Year	**43-47**

13.2.8	Approve Agreement for Contract Services with Operation Scholars to Establish the Friday Night Live (FNL) Program for the 2025-2026 School Year	**48-52**
13.2.9	Approve Purchase of Instruments for Tracy High Using Prop 28 Waiver Funds	**53**
13.2.10	Approve Subscription Renewal with DocuSign Inc. for the 2025-2026 School Year	**54-59**
13.2.11	Ratify Agreement for Special Contract Services with Speech Therapy & Accent Group for an Independent Education Evaluation (IEE) Speech Assessment	**60-63**
13.2.12	Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2025-2026 School Year (Separate Cover)	**64-65**
13.2.13	Approve Overnight Travel for the Tracy High School (THS) Girls Basketball Team and Coaches to Attend the Santa Monica High School New Year's Tip-Off Tournament in Santa Monica, CA January 2-3, 2026	**66**
13.2.14	Approve Overnight Travel for the West High B.S.U. Club and Advisors to Attend the (BSCU) Leadership Conference in San Jose, California on November 6-8, 2025	**67**
13.2.15	Approve Overnight Travel for the Kimball High School Cross Country Team and Coaches to Attend the CIF State Cross Country Finals at Woodward Park, Clovis, CA November 28-29, 2025	**68**
13.2.16	Approve Out of State Travel for Kimball High School Activities Director, Senior Class Advisor, and Assistant Principal to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV on March 4-6, 2026	**69**
13.2.17	Approve Overnight Travel for the Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on March 8-11, 2026	**70-71**
13.2.18	Approve Agreement for Special Contract Services between TUSD and Main Street Music to Provide College Conductors and Professional Accompanist for the Annual TUSD Honors Concert	**72-74**
13.2.19	Approve Agreements with WorldStrides Educational Travel & Experiences to Provide Expanded Learning Opportunities to TUSD Students Under the Expanded Learning Opportunity Program Plan (ELO/ELO-P) and Prop 28	**75-79**

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	**80-82**
13.3.2	Approve Classified, Certificated, and/or Management Employment	**83-86**
13.3.3	Approve Speech-Language Pathologist Fieldwork Agreement with New York University-Steinhardt	**87-98**
13.3.4	Approve Student Teacher, Counselor, and SLP Agreement with University of Southern California, USC Rossier School of Education	**99-112**

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

14.1 Administrative & Business Services:

14.1.1 Adopt Resolution #25-06 Authorizing Keenan & Associates to Establish a Trust Account for Tracy Unified School District **113-114**
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.1.2 Approve Studio W for Architectural Services for the Kimball High School Two-Story Science Wing Addition **115**
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.1.3 Approve PBK for Architectural Services for the McKinley Elementary School Modernization (Separate Cover) **116**
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.1.4 Approve HMC for Architectural Services for the Monte Vista Middle School Modernization (Separate Cover) **117-118**
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.1.5 Approve HMC for Architectural Services for the Williams Middle School Modernization (Separate Cover) **119**
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.2 Educational Services:

14.2.1 Approve Agreement for Contract Services between San Joaquin Pride Center and Tracy Unified School District for the 2025-2026 School Year **120-123**

14.3 Human Resources:

14.3.1 Approve New Job Description for Utility Person IV **124-128**
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.3.2 Approve New and Revised Job Descriptions for Classified Positions (Separate Cover) **129-130**
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.3.3 Adopt Revised Board Policy and Acknowledge Revisions to Administrative Regulation 4112.2 Certification (Second Reading) (Separate Cover) **131**
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.3.4 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 (Second Reading) **132-140**
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.3.5 Adopt Revisions to Board Policy 4113.4, 4213.4, 4313.4 Temporary Modified/Light Duty Assignment (First Reading) **141-144**
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** November 12, 2025 (Wednesday)
    - **17.2** December 9, 2025
    - **17.3** January 13, 2026
    - **17.4** January 27, 2026

18. **Upcoming Events:**

18.1	November 10, 2025	No School
18.2	November 11, 2025	No School, Veteran's Day
18.3	November 24 – November 28, 2025	No School, Thanksgiving Break
18.4	December 22, 2025 – January 2, 2026	No School, Winter Break

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

Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, September 23, 2025

6:31 PM: **1-3.** President Silcox called the meeting to order. A parent addressed the board prior to the Closed Session vote for Findings of Fact 25/26#4. The board adjourned to closed session at 6:35 PM.

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

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

Closed Session:

6a	Action Taken on Finding of Facts: 25/26#04, 25/26#05, 25/26#07
3.2.1	
Action:	Hawkins, Cheeseman. **Vote:** Yes-6; No-0; Absent-1 (Fagin).
6b	Report Out of Action Taken on Early Graduation: TISCS#10363597,
3.2.2	TISCS# 10329951
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Fagin).
6c	Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.1	Certificated Employee #UC-1422
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Fagin).

Minutes: **7. Approve Regular Minutes of September 9, 2025.**
Action: Secker, Cheeseman. **Vote:** Yes-5; No-0; Absent-1 (Fagin). Abstain-1 (Alexander).

Audience: Lori Nelson, Michael Stagnaro, Michael Bunch, Heather Reyburn, Jason Noll, Bob Brownne, Erin Quintana, Kaleigh Felisberto, Elizabeth Alvarado, Julianna Cordell, Raquel Knighten, Alexandria Appel, Samantha Henriquez, Heather Muncy, Jenniver Rivas, Mannatdeep Kaur, Marissa Rawson, Lauren Hicks, Allan Gagner

Student Rep Reports: **8.1 Kimball High:** Sarem Girmai shared details of Kimball's busy start to the year. SAT and PSAT testing are scheduled for October 29th and 30th. Registration is now open. They are holding a College and Career Fair on September 29th. The Medical Health Program attended a field trip to a Tesla plant and to Sutter Health. Kimball is gearing up for home coming the week of September 29th. Events begin with a night rally and end with homecoming games and a carnival on October 3rd. Flag football won their last game and Kimball's Emma Coronado is ranked #1 in the nation! Overall, the school continues to succeed with athletics, activities, and academics.

Alternative Education: Nicolette Hollins presented current happenings on the Stein campus. English students continue their college and career studies with a focus on eligibility skills. Government is holding a town hall on campus, encouraging student engagement and motivating students to take part in current events. They are in the midst of spirit week, with a different theme each day. Stein participated in a September volleyball game, though they didn't win, they had lots of fun playing.

Tracy High: Violet Howard-Menteer informed THS hosted their first ASB meeting of the year, everyone was welcome and encouraged to attend. Their girls' volleyball team is currently first in the league. For football, leadership hosted a neon dog pound for the game against Mountain House, and an American themed game on September 11th in observance of 911. Cheer stunt tryouts were hosted earlier this month; the new team is working hard practicing for later this year when the season begins. They held a donut eating competition. The winner ate 7 donuts in under 10 minutes. Mayor Dan Ariola visited the leadership class. He accepted questions and gave an update of his plans for the city. He extended an invitation to their program to attend the Mayor's Ball, paid for their table, and gave leadership a donation of $3,000 to be used towards supplies for the year.

West High: Lucia Noor Behnam and Alexandra Larson shared that WHS started off the month with a 911 ceremony led by the ROTC program. District members, staff, students, and parents, came together to recall the strength and unity of our country. They are proud of the cadets for all their hard work. The English department recently hosted a "teacher and nacho hangout" for all the students and staff and FFA held their annual tri-tip meal fundraiser which was a huge success. Students have been coming out to cheer on all the teams and they were all excited to have their first win in football. The Special Olympics were hosted by WHS with over 100 athletics participating. Many different sports were incorporated such as soccer, track and softball toss. The community event brought in participants from throughout the San Joaquin County school districts. .

Recognition & Presentations:

9.1 Monte Vista Middle School Principal Heather Reyburn and Assistant Principal Jennifer Cameron surprised the Board with an impromptu singing of Do-Re-Mi by the MVMS drama club students. Advisor Heather Muncy and the students shared how the club has grown over the years from 15 members in 23/24 to 41 members this year. As part of the club, the students host story time and improv games to help build confidence. They do their own set designs, create costumes and props, and work on lighting and sound effects. Over the last two years they have performed Dia de Los Muertos, Into the Woods Jr., and Alice in Wonderland. The students enjoy creating memories and having fun with their classmates; it helps them to express their feelings. This year they are planning to perform Willy Wonka Jr.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 School Site Council Handbook (Separate Cover) Michael Stagnaro, Coordinator of Continuous Improvement, State and Federal Programs provided an overview of the School Site Council Handbook that is in its

final stages of implementation. The handbook will provide clarity and consistency across all schools. It serves as a guide and training tool for members, to help them understand their roles. The guide introduces members to council duties, legal and compliance requirements, rules and timelines. Included within the handbook is the function of the council, decision making guidelines, open meeting requirements, and the use of categorical funding along with frequently asked questions.

Hearing of Delegations

11. None.

Public Hearing:

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

Consent Items:

13. **Board approval of any agenda item requiring insurance or fingerprint clearance is conditioned upon receipt of appropriate documentation by Tracy Unified.**
Action: Cheeseman, Traina. **Vote:** Yes-6; No-0; Absent-1 (Fagin).
Item #13.1.2 was approved as amended.

Alean Gagner spoke in reference to consent item #13.1.4. He has a new business in town and had recently proposed to offer a free pass for laser tag to every student in the district. Since his business is not educationally based and they are not a nonprofit, he was informed it is against policy to distribute his flyer. He is asking if he may have an exemption to be allowed to share this offer with students.

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

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

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

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

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

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

13.1.7 Approve Accounts Payable Warrants (July and August 2025) (Separate Cover)

13.1.8 Approve Payroll Reports (July and August 2025)

13.1.9 Approve Revolving Cash Fund Report (July and August 2025)

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

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

13.2.3 Ratify Agreement for Contract Services Between IXL Learning and George & Evelyn Stein High School for the 2025-2026 School Year

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

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

13.2.6 Ratify Special Contract Services Agreement with Augmentative Communication Solutions for an AAC/AT Independent Education Evaluation (IEE)

13.2.7 Ratify Special Contract Services Agreement with School Psychology Group for Two Independent Education Evaluations (IEEs)

13.2.8 Approve Agreement for Special Contract Services with San Joaquin County Office of Education to Provide LETRS Early Literacy Training

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

13.2.10 Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2025-2026 School Year

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

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

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

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

13.2.15 Receive Update on Quarterly Williams Complaint Report for the Quarter Ending October 15, 2025

13.2.16 Approve Out-of-State Travel for One Psychologist to Conduct Two Out-of- State Assessments in Utah

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:

Tania Salinas, Associate Superintendent for Business Services, and Lori Nelson, Finance Director, provided information on the Unaudited Actuals for 24/25. This is an annual statement reporting on the financial activities of the district, of which has not yet been formally audited. It reflects the district's final year end closing from the previous June. The district ended the 24/25 school year with revenues of $199,995,467, and expenditures of $175,914,407, resulting in a net decrease for the year of $2.1 million. The ending balance tends to fluctuate each year. TUSD has a healthy reserve; this decrease was accounted for as it is due to the approved two-year wage increase given to employees.

14.1.1 Approve the Unaudited Statement of Receipts and Expenditures for the 2024/2025 Fiscal Year (Separate Cover)

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

14.1.2 Adopt Resolution #25-05 Recertifying the Appropriation "Gann" Limits for the 2024/2025 School Year for Tracy Unified School District

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

14.2 Educational Services: None.

14.3 Human Resources:

14.3.1 Approve a Declaration for a Provisional Internship Permit

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

14.3.2 Approve a Variable Term Waiver Certificate of Completion of Staff Development (SDAIE)

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

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)

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

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

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

Board Reports:

Trustee Traina thanked everyone for coming out. She felt the student representative reports were very well prepared and thorough. It shows how the high schools are flourishing with activities, academics and athletics. Monte Vista's drama program is wonderful, it's good to see the program growing. The arts help to keep students in school. Trustee Secker attended the 911 ceremony at West High. It was very well done, he was impressed with the coordination between the JRROTC, the choir and the band. They did an excellent job. Trustee Secker also visited the Meehleis Modular Buildings facility in Lodi and was able to view the manufacturing process. There will be placement of a two-story modular at Kimball soon for their science department. Trustee Cheeseman enjoys seeing the faces in the audience. The drama club singing was a lot of fun and it made her want to join in. Trustee Alexander enjoyed hearing from the youth, they are brave to participate. They are our future

leaders. Trustee Hawkins had an opportunity to attend the Special Olympics. It was very special to him. He hopes we continue to host this event. Trustee Silcox passed on comment.

Superintendent Report: Dr. Pecot plans to recognize West High at the next board meeting, for putting on the Special Olympics. He also thanked CSEA and TEA. A lot of things go on behind the scenes, they have been able to come to a lot of agreements that will help the students.

Adjourned: 7:42 PM

_____ _____

Clerk Date

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: October 28, 2025
SUBJECT: **Approve Agreement with Informed K12**

BACKGROUND: Tracy Unified School District seeks to enter into an agreement with Emics, Inc., d/b/a Informed K12, Inc., to provide a workflow platform supporting district forms and processes under a software-as-a-service (SaaS) model. The contract term is November 1, 2025, through October 31, 2026. The agreement includes a pilot package for 10 processes and related implementation services.

RATIONALE: Informed K12 will streamline and digitize district processes, improving accountability, transparency, and efficiency. This system will reduce administrative inefficiencies, improve access to data, and enhance services to students, parents, and staff.

FUNDING: The total cost of the agreement is $42,673.00, consisting of:

- Pilot (10 Processes) Subscription: $30,812.00
- Implementation Package (10 Processes): $11,861.00

Funding will be provided through the District's Unrestricted Ending Fund Balance.

RECOMMENDATION: Approve Agreement with Informed K12.

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

InformedK12

AGREEMENT FOR PRODUCTS AND SERVICES

The terms contained herein ("Agreement") constitute a binding agreement by and between Emics, Inc., d/b/a Informed K12, Inc. ("Informed K12"), and Tracy Unified School District ("Customer" or "District") signing up via this Agreement or any subsequent order form, purchase order or other similar document mutually agreed by the parties (collectively, each, an "Order Form"), and is effective as of 11/01/2025 (the "Effective Date").

1. Applicability Of This Master Agreement. This Agreement governs: (a) your rights to access and use software made available under a software-as-a-service ("SaaS") delivery model for a term ("Services"); (b) your rights to support and/or maintenance services which you purchase or are otherwise entitled to receive ("Support"); and (c) any professional consulting services ("Consulting Services").

2. Services.

   2.1. Service License Grant. Subject to the terms and conditions of this Agreement, Informed K12 hereby grants to District a limited, nonexclusive, non-transferable license to access and use the Service during the Term, solely by the number of forms as set forth on the applicable Order Form, solely for internal and non-commercial purposes, and in accordance with the platform Terms of Use. In the event of a conflict between the Terms of Use and this Agreement, the Agreement shall control. With respect to SaaS Services, District will receive, or Informed K12 will make available for District to receive, all applicable updates, application packs, and releases that Informed K12 makes generally available during the Term. Informed K12 reserves the right to discontinue any Service during the Term for any reason, but in such event Informed K12 will notify District and, as District's sole and exclusive remedy, Informed K12 shall provide a pro rata refund for any unused portion of the Services, as applicable.

   2.2. Services & Support. As mutually agreed by the parties on any Order Form or in a subsequent or concurrent written and executed Statement of Work ("SOW") to be attached hereto and made a part hereof, Informed K12 will also provide certain consulting services, support, or other similar professional services ("Consulting Services") in addition to the subscription Service. All Consulting Services will be paid in accordance with the applicable SOW. Overages may be charged for additional District usage beyond the applicable limitations.

3. Data and Security.

   3.1. Customer Data. Informed K12 acknowledges and agrees that District shall own all title to and ownership of the Customer Data. As used herein, "Customer Data" shall mean any proprietary raw data owned by District independent of this Agreement, which District may input into the Service or that Informed K12 may input into the Service on behalf of the District. Customer Data expressly excludes any aggregated and anonymized data to the extent processed by, or resulting as an output of, the Service, which shall be considered Informed K12 Data. District hereby grants to Informed K12 a limited, non-exclusive license, during the Term, to use the Customer Data within the Service in order to perform its obligations herein.

   3.2. Protection Of Personal Information and Data Security. Both parties agree to uphold their responsibilities under Applicable Data Privacy Laws, including but not limited to in the United States, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment, the Children's Online Privacy Protection Act, and state laws such as the California Consumer Privacy Act and California Privacy Rights Act , as applicable. Informed K12 will implement commercially reasonable technical and organizational measures to ensure an appropriate level of security to protect District Data, including Personal Information, as described in the Informed K12 Privacy Policy.

4. Payment Terms. Unless specified otherwise in an additional Order Form or SOW, District shall pay to Informed K12 within 30 days from the Effective Date and in US dollars, the applicable subscription and other fees in the amounts and timing as specified in any Order Form or SOW, or both (the "Fees"). Informed K12 reserves the right to increase the Fees at the end of the Initial Term or during any Renewal Term, by up to a maximum of 5% annually, by delivering written notice to District.

5. Term; Termination. The term length shall be through 10/31/2026 (the "Initial Term"). After such initial term, this Agreement shall automatically be renewed for successive one-year renewal terms (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless either party opts out by giving written notice to the other party at least 30 days prior to the end of the then current term. Either party may terminate this Agreement upon 30 days prior written notice if the other party has materially breached this Agreement and has not cured the same within the 30-day notice period. Upon any termination of this Agreement, (a) District shall promptly: (i) discontinue all use of the Service; (ii) download and store any necessary data retained on the Service; and (iii) certify in writing to Informed K12 that District has complied with these requirements; (b) Informed K12 shall disengage District's access to the Service, and (c) both parties shall within an agreed upon timeframe, or if no such timeframe exists, within 30 days, return to the other or destroy the other party's Confidential Information.

6. General Warranties.

6.1. By Informed K12. Informed K12 warrants to District that, during the Term, the Service shall operate in substantial conformity with the Documentation, and that the Consulting Services, if any, will be performed in a professional and workmanlike manner. The foregoing warranty shall not apply if the non-conformance is not replicable or results from third party systems or components used by District to access the Service, including any lack of interoperability with such third-party systems or components. Informed K12's sole liability and District's sole and exclusive remedy for any breach of the limited warranty set forth above shall be, in Informed K12's sole discretion, to (i) use commercially reasonable efforts to provide an error-correction or work-around for the reported nonconformity, or (ii) terminate this Agreement and refund to District that portion of any prepaid Fee associated with any unused balance of the Term. Informed K12 shall have no obligation with respect to a warranty claim unless notified of such claim promptly and within the Term. Without limiting the generality of the foregoing, Informed K12 is not responsible for end user error, errors in inputs or for errors in any Customer Data; Informed K12 does not independently verify the truthfulness or accuracy of any data or content input into the Service and is not responsible for the fraud, misrepresentation, negligence or misconduct of any end user or other third party. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by us or by third-party providers, or because of other causes beyond Informed K12's reasonable control.

6.2. By District. District warrants that: (a) District owns or has sufficient rights in and to the Customer Data and District's Authorized Users to use, and permit use of, the Services, including the representations and warranties made above in connection with Proprietary Rights and Personal Information, (b) District will comply with all Laws related to District's use of the Services; and (c) the person executing the Agreement or any Order Form has authority to accept such Order Form and the Agreement on behalf of the District. The person signing specifically has the authority to commit to the payment of fees for excess usage and excess storage, calculated in accordance with this agreement and any relevant order form.

7. Customer Indemnification Obligations. District shall indemnify and hold Informed K12 harmless from any costs, expenses, claims, liabilities, judgments, damages or losses, in each case arising out of (i) any breach by District of this Agreement, including any representation, warranty or obligation herein; (ii) the Customer Data or any other content, data or other materials input into the Service, or otherwise provided, by or on behalf of District; (iii) any actual or alleged non-compliance by District with applicable laws and regulations; or (iv) District's actual or alleged violation of third party privacy rights, including without limitation any breach of the scope of the license granted herein.

8. Confidential Information. Each party acknowledges that by reason of the relationship created between the parties by this Agreement, it may have access to certain non-public information of substantial value concerning the other party's business, operations, strategic plans, customers, users, suppliers, technology, competition and employees ("Confidential Information"), which value would be impaired if such Confidential Information were disclosed to third parties or used other than for purposes expressly authorized hereunder. Without limiting the foregoing, but for avoidance of doubt, the terms of this Agreement, and any performance, warranty and like information relating to the Service (by whomsoever generated or communicated) will be considered Confidential Information of Informed K12. Accordingly, each party agrees (a) to maintain all Confidential Information received from the other, in whatever form disclosed, in strict confidence, (b) not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party, and (c) not to use the Confidential Information of the other party except as required in the performance of its obligations or the exercise of its rights hereunder. The foregoing obligations shall not apply to Confidential Information of a disclosing party that, as can be reasonably demonstrated with admissible evidence by the receiving party: (i) is or becomes a matter of public knowledge though no action or omission of the receiving party; (ii) was rightfully in the receiving party's possession without restrictions on use or disclosure prior to its disclosure by the disclosing party; (iii) is rightfully obtained by the receiving party without an obligation of confidentiality from a third party who has no obligation of confidentiality, direct or indirect, to the disclosing party; (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; or (v) is required to be disclosed by a government authority, court or other authorized tribunal, and then only to the extent of such requirement and only after prompt notice of the requirement is given to the disclosing party.

9. General.

9.1. Notices. All notices required or permitted under this Agreement shall be in writing and shall be sent by email, hand, overnight courier or mailed by certified or registered mail, postage prepaid, return receipt requested. Notices shall be deemed delivered on the date of delivery, if delivery occurs within normal business hours or on the next business day if delivery occurs outside of normal business hours. All communications will be sent to the respective addresses set forth below or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section.

9.2. Assignment. District may not assign this Agreement or any of its licenses, rights or duties under this Agreement, whether by operation of law or otherwise, without the prior written consent of Informed K12. Subject to the previous sentence, the rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors and assignees. The Services shall at all times be hosted by or on behalf of Informed K12 on a server environment of its' choosing. Informed K12 reserves the right to change the server environment from time to time as it may deem fit, or outsource hosting or other aspects of the Service in its sole discretion, so long as the Service continues to comply with the express requirements of this Agreement.

9.3. Waiver. A waiver shall only be deemed to have been made if expressed in writing by the party granting such waiver and shall not be construed as a waiver of future performance of any such term.

9.4. Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement (or the performance of or access to the Service), other than payment obligations, due to causes that are beyond its reasonable control, including, but not limited to, an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, riot, war, terrorism, sabotage, and governmental action. The delayed party shall: (i) give the other party written notice of such cause promptly; and (ii) use its reasonable efforts to correct such failure or delay.

9.5. Entire Agreement; Construction. This Agreement and its Exhibits and Schedules, constitute the entire understanding between the parties, and supersede all prior discussions, representations, understandings, or agreements (including any pre-existing nondisclosure agreement, except as to its surviving terms and with respect to information disclosed under that agreement), whether oral or in writing, between the parties with respect to the subject matter of this Agreement. If any provision of this Agreement shall be held by a court of law of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect and, to the extent allowed and practicable, the unenforceable provision shall be modified so as to be enforceable consistent with its original intent and economic effect. The headings and captions used in this Agreement are for convenience only, and shall not affect the interpretation of the provisions of this Agreement. The word "including" shall be construed non-exclusively, to mean "including but not limited to." The word "or" shall be construed inclusively, to mean that one or more of the options may occur. This Agreement and any amendment hereto may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one instrument.

9.6. Governing Law and Jurisdiction; Attorneys' Fees. This Agreement shall be governed by and construed under the laws of the State of California without regard to conflict of laws provisions. The federal and state courts sitting in California shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement, and each party hereto expressly consents to the personal jurisdiction of such courts and waives any objection to venue, including the objection of forum non conveniens. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

9.7. Modifications to Terms. Any modification or amendment to this Agreement must be in writing and signed by each party's authorized representatives. No terms in any purchase order or other document delivered by District shall be deemed to amend the terms of this Agreement and any such additional or inconsistent terms shall be deemed unacceptable to and rejected by Informed K12.

IN WITNESS WHEREOF, this Agreement has been executed below by the parties' duly authorized representatives effective as of the Effective Date first set forth above.

INFORMED K12

Signature: Jennifer Bundy

Print Name: Jennifer Bundy

Print Title: VP Finance & Operations

Date: 09/11/2025

Notice Contact: Jennifer Bundy

Notice Address:
555 12th Street, Suite 1670
Oakland, CA 94607

Notice Email: accounting@informedk12.com

DISTRICT: Tracy Unified School District

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Notice Contact _____

Notice Address _____

_____

Notice Email _____

APPENDIX A: ORDER FORM

Our Mission

At Informed K12, we're on a mission to build the single best workflow platform for K12 schools. One system that supports all district forms and processes, from permission slips to personnel requisitions, significantly reducing cost from buying module after module and improving time training with one unified user experience.

Expected Outcomes

Accountability and internal reconciliation

- Transparency for where things are in delivering resources to sites
- Identify and remove bottlenecks in current processes

Access to information for Cabinet and Board

- Report on any data year over year for any form or workflow across our schools and departments

Visibly improved service to our community and personnel

- Fast online/mobile access to services and requests for students, parents, and staff
- Less waiting time and routine administrative work for teachers, principals, and district leaders
- Structured roll out of processes as included in the implementation package so sites and departments have enough interaction with the new system to learn quickly and see immediate results

Empowerment of district staff to manage their own processes

- Given approval of District Project Manager, enable your staff to create and maintain their own processes within licenses, with no additional cost for user seats

Project Team (to be determined prior to Confirmation Call) District

Executive Sponsor

- Status reports: Will receive reports on baseline success metrics and sign off on major priority and launch decisions

District Project Manager

- Convening Power: Schedules meetings with departments, responsible for Informed K12 announcements and training
- Decision making Power: Is or acts as an extension of Cabinet when making decisions about workflow design and rollout

Form owners are responsible for setup decisions and manage their department's workflows on a day to day basis

Informed K12 Implementation Lead

Key Meetings

Pre-Kick Off Call (District Executive Sponsor and District Project Manager): _____

Software Package

Number of Processes: Pilot (10 Processes)

Cost: $ 30,812.00

Initial Term License Cost,
October 1, 2025 to September 30, 2026

Subscription Renewal Date: 11/01/2026

Pricing Expires: 11/01/2025

All software packages include:

- Unlimited Signatures interactive form fields, pre-filled data fields, conditional questions, and reusable templates to automatically collect, route, and track responses and approvals
- Unlimited District Staff User Accounts
- Admin Support
- End User Support
- Help Center Access
- Continuous upgrades and extensive browser and device support

Implementation Package

Implementation Package:	Number of Implemented Processes:	Cost: $ 11,861.00
10 Processes Implementation	10	One-time cost for Informed K12 Implementations Team to implement up to 10 District Processes within the Implementation Timeframe.o

Implementation Timeframe: Other (see below)

Start Month*: November 2025

End Month*: March 2025

The implementation timeframe is extended by one (1) month to account for seasonal scheduling constraints.

**If required documents are not prepared, Informed K12 may need to reschedule the implementation timeframe in order to serve other clients.*

All implementation service packages include:

- Named Implementation Manager
- One session of Form Manager Training
- One session of Leadership Training (workflow approvers)
- One session of Secretary Training (workflow facilitators)
- One session of the adoption program (1:1 outreach from Informed K12 support team to district form facilitators and approvers)

Implementation Terms:

District is responsible for completing the kickoff readiness process prior to starting implementation. In the event that District encounters delays in fulfilling the requisite steps of the kickoff process, the implementation timeline shall remain unaltered. Informed K12 may not be able to accommodate extended implementations due to rescheduling or other delays on the district side (ex: providing required documents or training dates).

District has the option to procure additional implementation time if desired.

In the event of a delay to implementation due to Informed K12 processes, District is responsible for escalating concerns about the delay to contracts@informedk12.com.

Other Service Packages

Package: Cost: $

ADDITIONAL PACKAGE/SERVICE DETAILS:

TOTAL COST DUE: $ 42,673.00

Taxes Not Included. The costs shown on this Order Form do not reflect applicable state and local taxes that may be added to the amounts shown at the time of invoicing.

Payment is due within 30 days of the execution of this Order form. For any billing questions, please email accounting@informedk12.com.

District requests that invoices be submitted to:

Contact Name:

Email:

I agree to the terms as described above, including the package description and the total cost and payment terms, and authorize the Informed K12 to initiate the Software and Services package per this Order form.

Authorized Signature: _____ Date Signed: _____

Printed Name: _____

APPENDIX B: DRAFT SCOPE OF WORK

PRIORITY LIST

PROCESS NAME	DEPARTMENT
(IDA) Interdistrict Attendance Transfer Request ENG/SPN	
Intra-District Transfer Request ENG/SPN	
Materials Distribution Authorization Flyer	
Board agenda Forms/MOU	
Travel Expense Claim Form	
Summer School Application	
Conference Approval	
Service Agreement	
After school Programs	
Bus Application	

PROJECT LEAD NAME	PROJECT LEAD EMAIL
Zachary Boswell	zboswell@tusd.net

FORM OWNER NAME(S)	FORM OWNER EMAIL(S)
Zachary Boswell	zboswell@tusd.net
Tania Salinas	tsalinas@tusd.net
Carmine Souza	csousa@tusd.net

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: October 8, 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
10/28/2025	Fernando Carlos Ugarte - Provides DJ/Audio/Mic Services for school events, Carlos Ugarte, 209.351.4744, djliquid50@gmail.com Parental permission for pictures of students. CONTRACT REQUIRED PRIOR TO OCCURRENCE	03/12/2026

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: October 28, 2025
SUBJECT: **Accept the Generous Donations from 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. Collins Electrical Company, Inc - $500.00, check #684044. Donation is used towards new uniforms for the football program.

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

1. Patriots Jet Team Foundation Inc. - $2,000.00, check #0000005019. Donation is for the Robotics Club.

Donations Received by District Office /Tracy Unified School District:

1. Amazon – Value of this donation is greater than $500.00. Amazon delivered a pallet of mixed school supplies that included pens, markers, notebooks, and backpacks to be distributed to the school sites most in need.

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

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: October 15, 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*
Bohn PTO	*Recommended for approval*	*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	*Approved*	*Current*
Tracy High Softball Booster Club	*Approved*	*Current*
Tracy High Volleyball Booster Club	*Approved*	*Current*
West High Music Booster Club	*Approved*	*Current*
West High Theatre Booster Club	*Approved*	*Current*
Williams - PAWSS	*Recommended for approval*	*Current*

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: October 6, 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
October 28, 2025

A.

Vendor:	HMC Architects
Sites:	Hirsch Elementary School
Item:	Proposal
Services:	Architectural Services for building upgrades for the purchased catalyst portable
Cost:	$17,000.00
Project Funding:	Fund 25 Capital Facilities

B.

Vendor:	HMC Architects
Sites:	Jacobson Elementary School
Item:	Proposal
Services:	Architectural Services for building upgrades for the purchased catalyst portable
Cost:	$17,000.00
Project Funding:	Fund 25 Capital Facilities

C.

Vendor:	HMC Architects
Sites:	Stein High School
Item:	Proposal
Services:	Architectural services for Barbery CTE classrooms
Cost:	$21,000.00
Project Funding:	Fund 25 Capital Facilities

D.

Vendor:	RJ Flooring
Sites:	Stein High School
Item:	Proposal
Services:	Install new flooring for the Barbery Portables
Cost:	$49,839.99
Project Funding:	Fund 25 Capital Facilities

E.

Vendor:	Advance Data Communications
Sites:	DEC Facilities
Item:	Proposal
Services:	Furnish and pull data for Facilities
Cost:	$13,929.22
Project Funding:	01 General Fund

F.

Vendor:	Advance Data Communications
Sites:	Various Sites
Item:	Proposal
Services:	Furnish and pull data for purchased catalyst portables
Cost:	$114,346.06
Project Funding:	Fund 25 Capital Facilities

G.

Vendor:	Dryco
Sites:	Tracy High School
Item:	Proposal
Services:	Install Iron Gates
Cost:	$79,221.00
Project Funding:	Fund 25 Capital Facilities

H.

Vendor:	GPRS
Sites:	Various sites
Item:	Proposal
Services:	Underground utility search for playground structures project
Cost:	$3,800.00
Project Funding:	Measure O Bond

I.

Vendor:	Park Planet
Sites:	Art Freiler
Item:	Proposal
Services:	Install a new play structure
Cost:	$167,342.84
Project Funding:	Measure O Bond

J.

Vendor:	Park Planet
Sites:	Art Freiler
Item:	Proposal
Services:	Install shade structure
Cost:	$75,397.48
Project Funding:	Measure O Bond

K.

Vendor:	CVE Demolition
Sites:	Stein High School
Item:	Proposal
Services:	Interior and plumbing demo for the Barbery Project
Cost:	$13,986.00
Project Funding:	Fund 25 Capital Facilities

L.

Vendor:	Bockmon & Woody Electric Co., Inc.
Sites:	Poet Christian School
Item:	Proposal
Services:	Install PVC power and data to the floor box in the library
Cost:	$22,995.00
Project Funding:	Measure O Bond

M.

Vendor:	Bockmon & Woody Electric Co. INC
Sites:	Bohn Elementary School
Item:	Proposal
Services:	Install PVC power and data to the floor box in the library
Cost:	$22,995.00
Project Funding:	Measure O Bond

N.

Vendor:	Collins Electric
Sites:	Tracy High School Gate
Item:	Proposal
Services:	Install conduit for gate power
Cost:	$17,615.00
Project Funding:	Fund 25 Capital Facilities

O.

Vendor:	Opening Technologies
Sites:	North School
Item:	Proposal
Services:	Install the admin office door hardware
Cost:	$44,891.00
Project Funding:	Fund 25 Capital Facilities

P.

Vendor:	Sierra Casework Inc.
Sites:	Stein High School
Item:	Proposal
Services:	Install Teaching Wall
Cost:	$44,891.00
Project Funding:	Fund 25 Capital Facilities

Q.

Vendor:	Sierra Casework Inc.
Sites:	Various Sites
Item:	Proposal
Services:	Install Cubbies
Cost:	$24,318.00
Project Funding:	Fund 25 Capital Facilities

R.

Vendor:	TK Elevator
Sites:	District Wide
Item:	Service Agreement
Services:	Condition Report — This includes 40 hours (5 days) at your reduced billing rate of $467.35/hr. to perform a comprehensive assessment on all units, elevator/wheelchair lifts under service at your 15 buildings (1.8 hrs./22 units).
Cost:	$18,694.00
Project Funding:	General Fund

S.

Vendor:	TK Elevator
Sites:	District Wide
Item:	Service Agreement
Services:	MAX Link Cellular Phones — This includes labor (5hrs/unit) and materials ($728.55/phone unit) to install and program the unit, and a service addendum to replace our analog phone and internet bill with our comprehensive all-in-one service for $55/month. This includes an AT&T internet gateway and phone line with a 4-hour backup battery in case of a power outage, and a full warranty by TKE during the duration of its life span, ensuring our property always remains fully compliant with both state code and ADA requirements.
Cost:	$27,590.40
Project Funding:	General Fund

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 25, 2025
SUBJECT: **Approve Agreement for Special Contract Services with SJCOE for StarLab at Central School for the 2025-2026 School Year**

BACKGROUND: StarLab is a portable planetarium system provided through the San Joaquin County Office of Education. It is designed to bring immersive, hands-on science instruction directly to students, presented by our Central Staff. The program allows students to experience standards-aligned lessons in astronomy, earth science, and cultural studies inside an inflatable dome equipped with a digital projector. By simulating the night sky and other scientific environments, StarLab creates opportunities for exploration and engagement that cannot be replicated in the classroom alone.

RATIONALE: Hosting StarLab at Central School supports our mission to provide engaging, inquiry-based science experiences for all students. The immersive environment promotes curiosity and deepens student understanding of core science concepts, particularly in astronomy and earth systems. It also aligns with Next Generation Science Standards (NGSS) by encouraging observation, questioning, and critical thinking. Bringing this program to our campus ensures equitable access for all students, especially those who may not otherwise have the opportunity to visit a planetarium.

FUNDING: These contracts are to be paid with Title 1 Funding. The Central School contract will not exceed $650.00 to be paid from Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with SJCOE for StarLab at Central School for the 2025-2026 School Year.

Prepared by: April Jacobs, Principal, Central School.

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

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

MEMORANDUM OF UNDERSTANDING
SAN JOAQUIN COUNTY OFFICE OF EDUCATION (SJCOE)
STEM PROGRAMS and CENTRAL ELEMENTARY

This Agreement by and between San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and Central Elementary, hereinafter referred to as **"Renter"**, and is for the purpose of renting the SJCOE STEM Programs Star Lab System.

Star Lab System for Renter:

- **Week of December 1, 2025 – December 5, 2025**

The two parties, SJCOE and Renter, mutually agree to the following terms and conditions:

Renter will be renting the Star Lab System from SJCOE for $500 for the duration of the rental. The operation of the Star Lab System shall be limited to personnel who have successfully completed the required training. If the required training has not been completed, Star Lab System Renter personnel will be scheduled for the training at a cost of $150.

Total Cost: Not to exceed $650.00
Star Lab System Renter will pay SJCOE: Up to $650.00, as determined by the completion of staff training.
SJCOE will invoice after service is provided. Payment is due 30 days from the date of the invoice.

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

SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Katie Wipfli

Katie Wipfli, Div. Director of STEM Programs

09/25/2025
Date

Warren Sun

Warren Sun, Div. Director of Operations

09/25/2025
Date

RENTER

April Jacobs

April Jacobs, Principal

09/25/2025
Date

BG

TERMINATION OF MEMORANDUM: This agreement can be terminated by either party within 30 days advanced written notice. If cancellation occurs within a week of the scheduled field trip, Renter will still be invoiced for the quoted amount. In the event that SJCOE cancels, Renter can cancel without a fee or reschedule to a different date.

SJCOE
EDUCATE · INNOVATE · INSPIRE

signNow

Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

Document name: MOU - Central Elementary SL 25-26
Document created: 09/25/2025 17:47:47
Document pages: 1
Document ID: 5b2c2ddc5279425fbae5345e630b6fabab3b55b1
Document Sent: 09/25/2025 17:49:22 UTC
Document Status: Signed
09/25/2025 18:10:18UTC

Sender: stem@sjcoe.net
Signers: bgithere@sjcoe.net, kwipfli@sjcoe.net, wsun@sjcoe.net, ajacobs@tusd.net
CC:

Client	Event	By	Server Time	Client Time	IP Address
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SignNow Web Application	Viewed the Document	stem@sjcoe.net	09/25/2025 17:47:52 pm UTC	09/25/2025 17:47:51 pm UTC	204.129.249.35
SignNow Web Application	Document Saved	stem@sjcoe.net	09/25/2025 17:49:10 pm UTC	09/25/2025 17:49:09 pm UTC	204.129.249.35
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SignNow Web Application	Invite Sent to: wsun@sjcoe.net	stem@sjcoe.net	09/25/2025 21:06:59 pm UTC		76.114.40.132
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SignNow Web Application	Signer wsun@sjcoe.net received a signed document copy	wsun@sjcoe.net	09/25/2025 22:24:47 pm UTC	09/25/2025 22:24:41 pm UTC	63.197.115.201
SignNow Web Application	Signer bgithere@sjcoe.net received a signed document copy	bgithere@sjcoe.net	09/25/2025 22:24:47 pm UTC	09/25/2025 22:24:41 pm UTC	63.197.115.201
SignNow Web Application	Signer kwipfli@sjcoe.net received a signed document copy	kwipfli@sjcoe.net	09/25/2025 22:24:47 pm UTC	09/25/2025 22:24:41 pm UTC	63.197.115.201
SignNow Web Application	Sender stem@sjcoe.net received a signed document copy	stem@sjcoe.net	09/25/2025 22:24:47 pm UTC	09/25/2025 22:24:41 pm UTC	63.197.115.201
SignNow Web Application	Signer ajacobs@tusd.net received a signed document copy	ajacobs@tusd.net	09/25/2025 22:24:47 pm UTC	09/25/2025 22:24:41 pm UTC	63.197.115.201

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 26, 2025
SUBJECT: **Approve Service Agreement between Core Learning and Special Education to Provide 2-Day Training for the 2025-2026 School Year**

BACKGROUND: Core Learning is engaged in the business of partnering and collaborating with educators to strengthen foundations of teaching and learning.

RATIONALE: Core Learning will be providing 2-day training including materials and resource books for about 20-50 middle school and high school teachers.

FUNDING: Expenses for 2025-2026 school year related services will not exceed $22,129.50. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Service Agreement between Core Learning and Special Education for the 2025-2026 school year.

Prepared by: Jason Davis, Director of Special Education.

Exhibit A: Scope of Work

Account Information

Account Name	Tracy Unified School District
Expiration Date	6/30/2026
SOW Project Number	R26-116
Quote Number	00002017

Contact Information

Title	Interim Program Administrator Special Education	Billing Address	1975 W. Lowell Ave. Tracy, CA 95376
Contact Name	Julie Wimberley		

Finance Information

Bill To	1875 W. Lowell Ave. Tracy, CA 95376

Start Date	1/30/2026	End Date	6/30/2026

Product	Service	Quantity	Total Price	Notes
In-Person - Full Day (25+ days)	Adolescent Literacy Solutions	2.00	$8,600.00	ALS Fluency Training
Participant Resource Guide (PRG) - 1 Day	Adolescent Literacy Solutions	24.00	$600.00	ALS Fluency Materials
In-Person - Full Day (25+ days)	Adolescent Literacy Solutions	2.00	$8,600.00	ALS Multisyllabic Word Reading Training
Participant Resource Guide (PRG) - 1 Day	Adolescent Literacy Solutions	24.00	$600.00	ALS Multisyllabic Word Reading Materials
Shipping	Adolescent Literacy Solutions	1.00	$480.00	Shipping and Handling
Sales Tax	Adolescent Literacy Solutions	1.00	$369.60	Tax
Teaching Reading Sourcebook + Assessing Reading Multiple Measures - With Training		24.00	$2,880.00	Materials to Support all days of ALS training

Subtotal	$22,129.60
Total Price	$22,129.60

Service Descriptions

Invoicing

CORE's total fee for the work to be performed under this SOW are listed above. All invoices are payable within 30 days of receipt by Client.

Please provide your accounts payable contact information.

Exhibit A: Scope of Work

All payments will be sent to CORE's principal address or by electronic transfer to:

Mailling a check:
Consortium on Reaching Excellence in Education, Inc.
P.O. Box 69667 Baltimore, Maryland 21264
Tax ID: 94-3264308

Electronic Payment:
Name of Bank: M&T Bank
Account Name: Consortium on Reaching Excellence in Education, Inc.
Account Type: Business Checking
Account Number: 9887603885

For invoicing questions, please contact arcore@corelearn.com

Notes

For all above services, references to specific CORE Consultants are based on information known at the time of this SOW. CORE cannot guarantee that the named consultants will perform all services, or perform in the capacity identified above. CORE reserves the right to provide alternate qualified consultants based on business circumstances.

Please be advised that if you increase your participant numbers and/or materials fewer than 30 days prior to a training date, CORE cannot guarantee delivery.

This Scope of Work is the service offering based on the Total Price above. Costs stated in this proposal are final once they are in the dually signed contract between CORE and the client. Any modification or subsequent changes to service specifications must be mutually agreed upon and if necessary, an amendment to said agreement between the two parties.

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representatives as of the Effective Date and agrees that an electronic signature constitutes a valid signature for such party.

CORE Signature:

Name: Dr. Dale Webster

Title: President

Tax Id: 94-3264208

Date: September 17, 2025

Client Signature:

Name:

Title:

Tax ID:

Date:

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 28, 2025
SUBJECT: **Approve Special Contract Services Agreement with Eva Nicolosi, PsyD for a Psychoeducational Independent Education Evaluation (IEE)**

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

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

FUNDING: Expenses for this contract will not exceed a total of $8,400.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Special Contract Service Agreement with Eva Nicolosi, PsyD for a Psychoeducational 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 EVA NICOLOSI PSYCHOLOGY, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:
THE CONTRACTOR WILL PERFORM ONE PSYCHOEDUCATIONAL IEE EVALUATION FOR ONE TUSD STUDENT AT THE COST OF $8,400.
THE IEE WILL BE PERFORMED IN ACCORDANCE WITH THE SAN JOAQUIN COUNTY SPECIAL EDUCATION LOCAL SELPA GUIDELINES.
THE IEE RATE INCLUDES; IEP MEETING TO REVIEW THE IEE RESULTS.

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 Location/District.

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

   a. District shall pay $8,400.00 per | | HOUR | | DAY |✓| FLAT RATE, not to exceed a total of $8,400.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 10/29/2025, 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:

Eva Nicol — Psychologist
Contractor Signature — Title

EIN 93-3900900
IRS Identification Number

Psychologist
Title

1913 Apollo Ct
Walnut Creek, CA
94598
Address

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 29, 2025
SUBJECT: **Agreement for Special Contract Services with S.T.A.R. Academy - Haynes Family of Programs**

BACKGROUND: Board approval is requested at this time to contract with S.T.A.R. Academy - Haynes Family of Programs, a certified non-public agency for the purpose of providing compensatory education for two TUSD students. District shall fund related services in reading intervention, SAI, and/or general academic tutoring. The District's Special Education administration would like funding for these services pursuant to the two confidential settlement agreements. At this time, approval is necessary to remain in compliance with the confidential settlement agreement per each student.

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

FUNDING: Expenses for this contract will not exceed a total of $21,00.00. District is to pay a sum of $9,500.00 for one student and $11,500.00 for the second student. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with S.T.A.R. Academy - Haynes Family of Programs.

Prepared by: Jason Davis, Special Education Director.

Docusign Envelope ID: D9677E97-7A20-4E75-9587-AF3E04E9CEC9

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 S.T.A.R. ACADEMY - HAYNES FAMILY NPA, 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 COMPENSATORY SERVICES FOR TWO (2) TUSD STUDENTS. STUDENT #1 (TOTAL OF 76 HOURS) AND STUDENT #2 (TOTAL OF 90 HOURS) WILL RECEIVE READING INTERVENTION, SAI AND GENERAL ACADEMIC TUTORING. PARENT TO COORDINATE WITH NPA TO SCHEDULE MUTUALLY AGREEABLE TIMES. COMP ED SERVICES SHALL NOT OCCUR DURING THE REGULAR SCHOOL DAY. ANY REMAINING HOURS UNUSED BY DECEMBER 1. 2026 SHALL BE WAIVED/FORFEITED.

   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 ( ) | | **HOURS** | | **DAYS**, under the terms of this agreement at the following location SERVICE PROVIDER LOCATION.

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

   a. District shall pay $124.00 per |✔| **HOUR** | | **DAY** | | **FLAT RATE**, not to exceed a total of $21,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on AUGUST 18, 2025, and shall terminate on JUNE 30, 2026.

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

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

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Daniel Maydeck, President & CEO

Contractor Signature — Title

DocuSigned by:
Daniel Maydeck
00810EEAC5404F8...

IRS Identification Number

95-1506150

Title

President & CEO

Address

233 W Baseline Rd.

La Verne, CA 91750

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: October 1, 2025
SUBJECT: **Approve NPS Master Contract with Point Quest Pediatric Therapies to Provide Staffing Services for the 2025-2026 School Year**

BACKGROUND: Board approval is requested to contract with Point Quest Pediatric Therapies. The District's Special Education administration would like to contract with Point Quest Pediatric Therapies for the 2025-2026 school year to provide credentialed Special Education staffing services.

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

FUNDING: Expenses for 2025-2026 regular school year and related services will not exceed $250,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve NPS Master Contract with Point Quest Pediatric Therapies to Provide Staffing Services for the 2025-2026 School Year.

Prepared by: Jason Davis, Director of Special Education.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 23, 2025
SUBJECT: **Approve Renewal with CALTRONICS for DocuWare Cloud Base Subscription for the 2025-2026 School Year**

BACKGROUND: The Special Education Department is looking to renew the yearly subscription with Caltronics. DocuWare Cloud Base, which implements robust records management and archival program, is a subscription used to securely manage records throughout their lifecycle, while being in compliance with retention and privacy regulations.

RATIONALE: This digital cloud base storage offers security, flexibility, and easy access to be able to promptly pull records and make it accessible. It is built to meet data security regulations while providing automated backups.

FUNDING: Expenses for the 2025-2026 regular school year and related services will not exceed $24,774.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5750-1110-4300-810-2542.

RECOMMENDATION: Approve Renewal with CALTRONICS for DocuWare Cloud Base Subscription for the 2025-2026 School Year.

PREPARED BY: Jason Davis, Director of Special Education.

CONTRACT RENEWAL

Renewal Number: R101087
Renewal Date: 09/02/2025

CUSTOMERS REMIT PAYMENT TO
Caltronics Business Systems
P.O. Box 745035
Los Angeles, CA 90074-5035

VENDORS SUBMIT INVOICE TO
Caltronics Business Systems
2431 Mercantile Drive
Suite A
Rancho Cordova, CA 95742

Bill To: Tracy Unified School District - Corp
Tom Quiambao
1875 W Lowell Ave
Tracy, CA 95376
US

Customer: Tracy Unified School District - Corp
1875 W Lowell Ave
Tracy, CA 95376

Account No	Payment Terms	Due Date	Renewal Total	Balance Due
TU08	90 Days	12/01/2025	$24,774.00	**$24,774.00**

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
SOL-29416-05	Elena Camacho 209-830-3270	$24,774.00		12/31/2025	12/30/2026

Remarks

Solutions Software Maintenance Support Renewal:

Please Send Renewal Payment or Cancellation Notice at your earliest convenience!

45 Day Notice of Cancellation is required by Vendor or will be Auto Renewed

DocuWare Cloud Base Subscription- $24,274.00
Cloud 15 (15 Full Access)
10x DW CLD 15 5WFU
250 GB storage

Caltronics Silver Support- $500.00

Summary:

Contract base rate charge for the 12/31/2025 to 12/30/2026 billing period	$24,774.00
	$24,774.00

Detail:

Equipment included under this contract

DocuWare/DocuWare Cloud

Number	Serial Number	Base Adj.	Location
DWC250074	TU08DWCloud	$0.00	Tracy Unified School District - Corp 1875 W Lowell Ave Tracy, CA 95376

Tear off and return this portion with your payment

Tax: Sales tax included on this invoice corresponds to the use of tangible property, which includes average toner usage and other related maintenance charges.

Customer #: TU08 **Invoice #:** R101087 **Invoice Date:** 09/02/2025

Tracy Unified School District - Corp
Tom Quiambao
1875 W Lowell Ave
Tracy, CA 95376
US

Renewal SubTotal	$24,774.00
Tax:	$0.00
Renewal Total	$24,774.00
Balance Due:	**$24,774.00**

CONTRACT RENEWAL

Renewal Number: R101087
Renewal Date: 09/02/2025

CUSTOMERS REMIT PAYMENT TO
Caltronics Business Systems
P.O. Box 745035
Los Angeles, CA 90074-5035

VENDORS SUBMIT INVOICE TO
Caltronics Business Systems
2431 Mercantile Drive
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Rancho Cordova, CA 95742

Bill To: Tracy Unified School District - Corp
Tom Quiambao
1875 W Lowell Ave
Tracy, CA 95376
US

Customer: Tracy Unified School District - Corp
1875 W Lowell Ave
Tracy, CA 95376

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 03, 2025
SUBJECT: **Approve Agreement with Sow A Seed to Facilitate "Too Good for Drugs" Curriculum During the 2025-2026 School Year**

BACKGROUND: San Joaquin County Office of Education will provide primary prevention services for substance use disorders (SUD). These will include strategies, services, and initiatives. directed at individuals who have not been determined to require SUD treatment to reduce both direct and indirect adverse personal, social, and health and economic consequences resulting from problematic alcohol and other drug (AOD) availability, manufacturing, distribution, promotion, sales and use.

Services will be designed to educate and counsel individuals on substance abuse and provide activities to reduce the risk of such abuse by individuals. Priority will be given to programs for populations that are at risk for developing a pattern of substance abuse and ensure that those programs develop community-based prevention strategies.

Funds will support prevention services as detailed in the County's Strategic Prevention Plan. Services will be provided to school-aged children and youth in grades 5-7. The schools that will receive access to these services are as follows: Bohn, Central, Freiler, Hirsch, Jacobson, Kelly, McKinley, Monte Vista, North, Poet, South/West Park, Villalovoz, & Williams.

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. Per the SUDP, SJCOE has designated grades 5-7 to receive substance use prevention services during after school as a TUSD's tier 1 intervention. Sow A Seed will receive training on the "Too Good for Drugs" curriculum, outreach to students in grades 5-7, and monitor the attendance and completion of the eight-week curriculum. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and Goal #3: Apply fiscal operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for six (6) eight-week cycles of "Too Good for Drugs" curriculum will not exceed $24,000.00. Services will be paid for with the Substance Abuse Prevention and Treatment Block Grant through SJCOE.

RECOMMENDATION: Approve Agreement with Sow A Seed to Facilitate "Too Good for Drugs" Curriculum During 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 Sow A Seed Community Foundation, 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: Facilitate "Too Good for Drugs" curriculum to students in grades 5-7 during after school hours as a voluntary Tier 1 Intervention, per the Substance Use Disorder Plan (SUDP), for up to a total of eight (8) eight-week sessions during the 2025-2026 school year. The schools that receive access to these services are as follows: Bohn, Central, Freiler, Hirsch, Jacobson, Kelly, McKinley, Monte Vista, North, Poet, South/West Park, Villalovoz, & Williams. Invoices will be paid with proof of services through a collection of student attendance logs and hours completed.

   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 288 ( ) [X] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location See Above.

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

   a. District shall pay $ 24,000.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $ 24,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on October 28, 2025, and shall terminate on May 29, 2026.

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

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

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Executive Director

Contractor Signature — Title

11-3821058

IRS Identification Number

Title

42 W 8th St.

Address

TRACY CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 4, 2025
SUBJECT: **Approve Agreement for Contract Services with Operation Scholars to Establish the Friday Night Live (FNL) Program for the 2025-2026 School Year**

BACKGROUND: The Friday Night Live (FNL) program is built on strong, positive youth–adult partnerships that inspire meaningful local action to strengthen and uplift communities. Through outreach, education, service, and advocacy, FNL provides youth with opportunities to make a real difference in their schools, neighborhoods, and beyond. By engaging in these experiences, young people gain the support, skills, knowledge, and connections they need to build confidence, develop leadership, and thrive both personally and within their communities. The program thrives on strong, positive youth–adult partnerships that cultivate meaningful community connections and create lasting change in the lives of young people and their families. Through its continued success and expansion, Friday Night Live (FNL) now addresses a wider range of youth-identified issues using evidence-based youth development principles and practices.

Today, FNL operates in 53 counties across California, engaging more than 25,000 youth each year through chapters established in schools, community centers, local agencies, and nonprofit organizations. It stands as the only youth prevention initiative specifically recognized in the California Department of Health Care Services (DHCS) Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) portfolio. County-level FNL programs receive guidance and technical assistance from the California Friday Night Live Partnership (CFNLP), based at the Tulare County Office of Education (TCOE), which supports the ongoing growth, quality, and sustainability of FNL programming statewide.

Operation Scholars is committed to fostering a safe, supportive environment where youth can explore their identities, build strong character, and pursue both academic and personal growth. In launching the FNL program at high schools, their role includes recruiting students, training staff, and providing continuous guidance and support until the program becomes fully self-sustaining.

RATIONALE: Operation Scholars specializes in programs that foster student growth, leadership, and resilience. Their experience in mentoring and character development directly aligns with the

goals of Friday Night Live (FNL), ensuring that both staff and students receive the guidance needed to build strong, sustainable youth-driven programs. The services of this program are in alignment with TUSD's LCAP Goal# 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. This program will support Kimball, Tracy, and West High Schools.

FUNDING: Fees shall not exceed $18,000.00. Services will be paid for with SUD FNL SEL Grant Funds.

RECOMMENDATION: Approve Agreement for Contract Services with Operation Scholars to Establish the Friday Night Live (FNL) Program for the 2025-2026 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Support Kimball High, Tracy High and West High with the establishment of the Friday Night Live (FNL) program at each site. Operation Scholars will assist with recruiting students, and training staff with the evidence based programs, and attend any FNL trainings or meetings required by SJCOE during the 2025/2026 school year. Operation Scholars will also provide student logs and a brief report of the established FNL program for each site at the end of the school year for invoice payment purposes.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 ( ) [x] HOURS [ ] DAYS, under the terms of this agreement at the following location Kimball High, Tracy High & West High.

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

   a. District shall pay $18,000.00 per [ ] HOUR [ ] DAY [x] 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 $0.00 for the term of this agreement.

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature — Title

92-3745845
IRS Identification Number

Behaviorist
Title

4011 Shorelake crt,
Address

Stockton, CA, 95219

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 2, 2025
SUBJECT: **Approve Purchase of Instruments for Tracy High Using Prop 28 Waiver Funds**

BACKGROUND: In November 2022, California voters passed Proposition 28: The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act, establishing a dedicated and ongoing funding stream to support arts education beginning in the 2023–2024 academic year. This initiative is designed to ensure equitable access to high-quality arts instruction across the state, and funding may be used for staffing, instruction, supplies, materials, and equipment necessary for delivering robust arts programs.

RATIONALE: The performing arts program at Tracy High has seen consistent growth. This growth precipitates a need for high-quality and well-maintained instruments.

As our program continues to expand, it is crucial that we provide equitable access to instruments for all students, in accordance with legal and educational standards. Acquiring new instruments will not only meet the current demand but also ensure the future success of the program.

A large proportion of THS owned instruments are in disrepair. Many instruments are not in proper working order, and some instruments were deemed unrepairable. This shortage limits students' access to participate in THS' music programs. In certain instances, students were placed in music classes either without instruments or being compelled to join instrument groups based on instrument availability, versus musical interest and fit. Purchasing new instruments with Prop 28 waiver funds will help to ensure that students have better access to musical offerings that fit each's individual needs and interests.

FUNDING: This purchase will be funded Prop 28 waiver funds not to exceed $182,000.

RECOMMENDATION: Approve Purchase of Instruments for Tracy High using Prop 28 Waiver Funds.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 25, 2025
SUBJECT: **Approve Subscription Renewal with DocuSign Inc. for the 2025-2026 School Year**

BACKGROUND: The Special Education Department would like to renew the yearly subscription with DocuSign Inc. for the 2025-2026 school year.

RATIONALE: DocuSign Inc. is an online platform used by Special Education to accommodate parents, teachers, and staff in obtaining a secure and safe online signature for IEP's, meeting notices, amendments, and other documents as needed.

FUNDING: Expenses for the 2025-2026 regular school year will not exceed $31,142.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5750-1110-4300-810-2542.

RECOMMENDATION: Approve subscription renewal with DocuSign Inc. for the 2025-2026 School Year.

PREPARED BY: Jason Davis, Director of Special Education.

docusign

Docusign, Inc.
221 Main Street, Suite 800
San Francisco, CA 94105

Offer Valid Through: Oct 2, 2025
Prepared By: Austin Kume
Quote Number: Q-01840233

ORDER FORM

Address Information

Bill To:
Tracy Unified School District
1875 W Lowell Ave,
Tracy, CA, 95376
United States

Billing Contact Name:
Jason Davis
Billing Email Address:
jdavis@tusd.net
Billing Phone:
209-830-3270

Ship To:
Tracy Unified School District
1875 W Lowell Ave,
Tracy, CA, 95376
United States

Shipping Contact Name:
Jason Davis
Shipping Email Address:
jdavis@tusd.net
Shipping Phone:
209-830-3270

Order Details

Order Start Date: Nov 2, 2025
Order End Date: Nov 1, 2026
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Currency: USD

Products

Product Name	Subscription No.	Start Date	End Date	Quantity	Net Price
eSignature Business Pro for State and Local Government - Envelope	SUB-3496128-1	Nov 2, 2025	Nov 1, 2026	5,000	$ 25,520.00
Multi-Channel Delivery	SUB-3496128-1	Nov 2, 2025	Nov 1, 2026	5,000	$ 1,560.00
Premier Support - eSign	SUB-3496128-1	Nov 2, 2025	Nov 1, 2026	1	$ 4,062.00

Grand Total: $31,142.00

Product Details

eSignature Envelope Allowance: 5,000

Overage/Usage Fees

eSignature Business Pro for State and Local Government - Envelope: $7.20
Multi-Channel Delivery: $0.50

Order Special Terms

Customer agrees to allow Docusign to publish, use and/or reproduce the Customer's name and logo in marketing materials and investor-related content.

Customer is willing to partner with Docusign to: (a) produce a written case study and/or video testimonial on Customer's use of Docusign and associated business results to be featured on Docusign website and in marketing campaigns; and (b) share Customer's name and Docusign use case and associated business results with press, in media publications and in thought leadership content. Docusign will reach out to Customer during the Term regarding these opportunities.

Customer is willing to partner with Docusign to: (a) act as a reference for Docusign and speak with Docusign customers and prospects about Customer's use of Docusign and associated results; (b) speak with analysts about their company's use of Docusign and associated results for use in analyst reports and whitepapers; and (c) speak at Docusign 1st and 3rd party events about Customer's use of Docusign and associated results. Docusign will reach out to Customer during the Term regarding these opportunities.

Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: https://www.docusign.com/legal/terms-and-conditions/msa and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at https://www.docusign.com/legal/terms-and-conditions/msa-service-schedules.

Customer Data uploaded into a Docusign eSignature Government Product will be hosted within Docusign's FedRAMP Moderate authorized boundary. "FedRAMP" means the Federal Risk and Authorization Management Program.
Docusign eSignature Government Products (but not CLM Government Products) include features and functionality that allow Customers to connect to other Docusign products or to third-party products or services for interoperability purposes. Interoperability refers to multiple computer systems that are connected in a manner that allows them to exchange information. Docusign eSignature Government Product features allowing for interoperability currently include Docusign Payments, Comments and Agreement Actions. A complete list of interoperable eSignature Government Product features can be found at https://www.docusign.com/legal/terms-and-conditions/esignature-interoperable-features.

These features are disabled by default for new customers but can be enabled by Customer request. Customers may also use "connectors" to connect Docusign eSignature Government Products or CLM Government Products to other systems to exchange information. For example, a Docusign/Salesforce Connector can be used to connect Docusign eSignature Government Products to a Salesforce product so that information may be exchanged between the two connected systems.
If Customer chooses to connect Docusign eSignature Government Products to any other Docusign product or to any third-party products or services, Customer authorizes Docusign to export Customer Data outside of Docusign's FedRAMP Moderate authorized boundary for the processing and use of Customer Data by Customer, Docusign, and/or such third parties (as applicable). For clarity, where Customers connect Docusign eSignature Government Products with any other products or services (including but not limited to by use of Payments, Comments, Connector or Agreement Action functionality), Docusign disclaims all liability for FedRAMP control compliance or Customer's obligations relating to Customer Data exported from Docusign's FedRAMP Moderate authorized boundary.

Billing Information

Prices shown above do not include any sales, use, value added (VAT), goods and services (GST), and/or any other similar taxes, duties, levies and or charges of any nature that might be imposed or required to be collected (collectively "taxes") by Docusign. Any such taxes are the responsibility of the Customer and will appear on the final invoice(s), as applicable. Taxes are calculated based on the ship-to location listed on your order form.

Invoice(s) for this order will be emailed automatically from invoicing@erp.docusign.com.

Please make sure this email address is on an approved setting or safe senders list, so notifications do not go to a junk folder or get caught in a spam filter.

For U.S. Customers
Is the contracting entity exempt from sales tax?
Please select Yes or No:
Docusign, Inc. uses Avalara's CertExpress to securely collect digital exemption certificates. When selecting "Yes" for tax exemption, a link will be sent to the Bill-To contact listed on this order form to submit your tax exemption certificate through CertExpress.

For Non U.S. Customers
Verify that the VAT, GST, TIN, or similar tax identification number below is correct, or provide the correct number to your Docusign contact. If the VAT, GST, or TIN identification number is not populated below, it will be assumed that you are not a VAT/GST registered taxpayer.

VAT, GST, TIN or similar tax identification number:

For other tax exemption requests, please email the applicable tax exemption documentation to taxexempt@docusign.com.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select:

By marking "No", Customer agrees to process payment for any invoices issued pursuant to this Order Form without a PO Number.

If yes, please complete the following information, and attach your PO (if available), and the invoice will be issued referencing such PO Number:

PO Number:

Please attach PO Attachment here:

If "Yes" is marked, but a PO Number is not provided or a PO document is not attached, then Customer agrees to provide the PO information or PO document to Docusign at its earliest convenience by sending to POSubmission@docusign.com referencing this Quote Number, but agrees to still process payment per the agreed upon terms.

If Customer has attached a PO (or other document) to this Order Form, Customer acknowledges and agrees that any additional or conflicting terms appearing in such PO (or any other document) are invalid.

The below signatories are authorized, on behalf of their respective Parties, to execute this Order Form and to agree to the terms herein as of the Order Start Date.

Tracy Unified School District		**Docusign, Inc.**
Signature:		Signature:
Name:	Jason Davis	Name:
Job Title:	Director, Special Education	Job Title:
Date:	9/25/2025	Date:

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 1, 2025
SUBJECT: **Ratify Agreement for Special Contract Services with Speech Therapy & Accent Group for an Independent Education Evaluation (IEE) Speech Assessment**

BACKGROUND: The Special Education Department would like to initiate a contract with Speech Therapy and Accent Group for an Independent Education Evaluation (IEE) for a speech assessment. 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 service, including IEEs, as necessary. This agenda request supports District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for this contract will not exceed a total of $3,510.00. 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 Agreement for Special Contract Services with Speech Therapy & Accent Group for an Independent Education Evaluation (IEE) Speech Assessment.

Prepared by: Jason Davis, Special Education Director.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Contractor will provide an Independent Education Evaluation (IEE) for speech. The IEE will be performed in accordance with the San Joaquin County Special Education Local SELPA. The IEE rate of $3,450.00 includes: arrange times for observations and on site testing (if applicable); report write-up; attend IEP meeting to review results.

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

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

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

   a. District shall pay $3,450.00 per [ ] **HOUR** [ ] **DAY** [✔] **FLAT RATE**, not to exceed a total of $3,450.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District [✔] **SHALL** [ ] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $60.00 for the term of this agreement. $60.00 is for mileage reimbursement only.

   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 9/15/2025, and shall terminate on 6/30/2026.

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

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

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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:

[signature] 10-1-25	Tania Salinas, Associate Superintendent
Contractor Signature / Title	Tracy Unified School District
83-3419795	
IRS Identification Number	Date
Director	
Title	Account Number to be Charged
6161 Skylinks Ct.	
Address	Department/Site Approval
Livermore, CA 94551	
	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: October 14, 2025
SUBJECT: **Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2025-2026 School Year**

BACKGROUND: The Governing Board of each school district and county office of education shall establish and adopt a written Parent and Family Engagement Policy and Program for all schools in the district that receive funds under Title I, Part A of the ESEA, as amended by the ESSA. In addition, each *school* served under this Part shall jointly develop with, and distribute to, parents and family members of participating children, a written School Parent and Family Engagement Policy. This Policy shall be agreed upon by such parents and updated periodically to meet the changing needs of parents and the school. The Policy shall be reviewed and updated annually with each school site's parent groups and then submitted to the District's Governing Board for approval.

RATIONALE: The school-level Parent and Family Engagement Policy shall describe the means by which each school shall carry out the following requirements:

- Convene an annual meeting, to which all parents of participating children shall be invited and encouraged to attend, and to the extent practicable, in a language such parents understand, explaining Title I, Part A, and what it means to the school and families.
- Provide a description and explanation of the curriculum in use at the school, the forms of academic assessments used to measure student progress, and the achievement levels of the challenging State academic standards.
- Provide materials, assistance, and training to staff and to parents, as appropriate, in understanding such topics as the challenging State academic standards, State and local academic assessments, and how to monitor a child's progress and work with educators to improve the achievement of their children.
- Each school served under Title I, Part A shall jointly develop with parents, a school-parent compact that outlines how parents, the entire school staff, and students will share in the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards

Each Title I School's Parent and Family Engagement Policy is included here for Governing Board review.

FUNDING: There is no cost associated with this Agenda item. However, each Title I school site has required Title I "set aside" funding, specifically earmarked for Parent and Family Engagement Activities, Programs and Outreach.

RECOMMENDATION: Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2025-2026 School Year.

Prepared by: Michael Bunch, Ed.D., CBO, Director of Continuous Improvement, State and Federal Programs.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Supt. of Business Services
DATE: September 22, 2025
SUBJECT: **Approve Overnight Travel for the Tracy High School (THS) Girls Basketball Team and Coaches to Attend the Santa Monica High School New Year's Tip-Off Tournament in Santa Monica, CA January 2-3, 2026**

BACKGROUND: The Tracy High School (THS) Girls Basketball team will compete in the Santa Monica High School New Year's Tip-Off tournament in Santa Monical January 2-3, 2026. Eleven players and three coaches (Lyndee Fischer, Kayla Vierra and Rob Ocon) will attend the event. Transportation to and from the event will be by District vans driven by approved drivers/coaches. Students and coaches will stay at the Santa Monica Hilton in Santa Monica, CA. Coaches will chaperone students throughout the stay.

RATIONALE: The Girls Basketball team is strengthened by the opportunity to play together in this tournament. This time together will allow for "team building" on and off the court. 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: There will be no cost to the District. Entry fees and hotel accommodations will be covered by Tracy High School Booster Club. Meals and incidentals will be the responsibility of each individual participant.

RECOMMENDATION: Approve Overnight Travel for the Tracy High School (THS) Girls Basketball Team and Coaches to Attend the Santa Monica High School New Year's Tip-Off Tournament in Santa Monica, CA January 2-3, 2026.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 01, 2025
SUBJECT: **Approve Overnight Travel for the West High B.S.U. Club and Advisors to Attend the (BSCU) Leadership Conference in San Jose, California on November 6-8, 2025**

BACKGROUND: The Black Students of California United (BSCU) is in their ninth year as an organization; but they have been working with students and BSU clubs for 25 plus years. The stated mission of the BSCU is, "to provide California's African American youth with the tools, education and experiences to prepare them to become fully engaged participants in the State's civic and economic life." This conference provides workshops and distinguished speakers to enrich the learning experience of the attendees. We will leave West High at 6:00 a.m. on Thursday, November 6th; students will miss two days of school but will have the opportunity to complete any missed work during the weekend conference. We will travel by district van, 6 students, 2 advisors to attend the San Jose Convention Center located at 150 W. San Carlos St. San Jose, CA. 95113.

RATIONALE: The Black Student Union club members will learn how to be strong community and campus leaders. This will be an enriching/empowering experience for students, expose them to a professional environment and allow them to network with students from across California. This aligns with Strategic Goal #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The cost for hotel (Signia by Hilton) and registration is $3,050.00. Transportation, meals, and miscellaneous expenses will be approximately $700.00. This will be paid for by West High BSU ASB account.

RECOMMENDATION: Approve Overnight Travel for the West High B.S.U. Club and Advisors to Attend the (BSCU) Leadership Conference in San Jose, California on November 6-8, 2025.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 15, 2025
SUBJECT: **Approve Overnight Travel for the Kimball High School Cross Country Team and Coaches to Attend the CIF State Cross Country Finals at Woodward Park, Clovis, CA November 28-29, 2025**

BACKGROUND: The Kimball High School Cross Country Team, consisting of approximately 1-7 students, and Coach Ben Trombley, will travel to Clovis, CA, for the CIF State Cross Country Meet Finals. We will stay overnight November 28-29, 2025, and will return to Kimball High School on November 29, 2025. Kimball High Cross Country has been a growing program, successful in the TCAL League and in the Sac-Joaquin Section.

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 Meals will be paid through Athletics ASB. Estimated lodging to be $800 and food to be $350.

RECOMMENDATION: Approve Overnight Travel for the Kimball High School Cross Country Team and Coaches to Attend the CIF State Cross Country Finals at Woodward Park, Clovis, CA November 28-29, 2025.

Prepared by: Mr. William 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: October 15, 2025
SUBJECT: **Approve Out of State Travel for Kimball High School Activities Director, Senior Class Advisor, and Assistant Principal to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV on March 4-6, 2026**

BACKGROUND: CADA conference is a renowned organization dedicated to the promotion of enthusiastic and motivational leadership. Their goal is to contribute to our leadership journey by providing empowering, passionate, inspiring, and committed leadership philosophies that will enhance and complete our current program and empower our activities director to improve the culture of our school. Three staff from Kimball will be attending this conference, the Activities Director Stephanie Mason, the Senior Class Advisor James Tiffany, and Assistant Principal Dante Dell'Aringa. They will fly to Reno, NV and stay at the Grand Sierra Resort.

RATIONALE: The Activities Director, Senior Class Advisor, and Assistant Principal, will learn how to use engaging leadership philosophies to teach students how to become effective leaders and build school spirit while encouraging a positive school culture. This Agenda request meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The total cost will not exceed $8,000.00. Kimball High Site funds will pay all expenses incurred for this conference.

RECOMMENDATION: Approve Out of State Travel for Kimball High School Activities Director, Senior Class Advisor, and Assistant Principal to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV on March 4-6, 2026.

Prepared by: Mr. William Maslyar, Kimball 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: October 15, 2025
SUBJECT: **Approve Overnight Travel for the Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on March 8-11, 2026**

BACKGROUND: The Kimball High School (KHS) Advanced Drama and Tech Theatre students would like to attend Disney: Behind the Scenes and Leadership Disney at the Disneyland Resort in Anaheim, CA. Students will train and learn from cast members in the performing arts on March 8-11, 2026. Twenty-nine (29) students will attend this event. They will travel to Anaheim on the morning of March 8th and will return home on March 11th. Students will be transported by District approved parent volunteers in private vehicles. All drivers meet the District driving requirements. Supervision will be provided by the drama teacher, Beth Andrade, Assistant Principal, Dante Dell'Aringa, and District approved parent volunteers. They will stay at the Tropicana Inn & Suites in Anaheim CA.

RATIONALE: As part of Kimball's commitment to improve and grow their student performers, staff would like the Advanced Drama students to have the opportunity to learn from a nationally recognized entertainment organization, Disney. The Performing Arts workshop is designed for all levels of actors; the workshop provides students with the building blocks of theatre, while exploring performance and storytelling techniques. Led by an industry show director or improvisational actor, the course focuses on tapping into the artist's unique voice, thereby discovering the tools to develop performance abilities. Students will also learn to build character, develop improvisational skills, and maintain professionalism on the stage. This agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: There will be no cost to the district. The total cost per participant will be $650, which includes training materials, park entrance, and transportation. Funding for this trip will be paid through a combination of fundraising opportunities and personal funding for the participants electing to participate in this event.

RECOMMENDATION: Approve Overnight Travel for the Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on March 8-11, 2026.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Supt. of Business Services
DATE: September 22, 2025
SUBJECT: **Approve Agreement for Special Contract Services between TUSD and Main Street Music to Provide College Conductors and Professional Accompanist for the Annual TUSD Honors Concert**

BACKGROUND: Every year, since 1999, roughly two to three hundred students are selected from TUSD and feeding Jefferson schools, grades 7-12, to perform in the Tracy's regional Honor Concert Band, Honor Jazz Ensemble, Honor Choir, and Honor String Orchestra. This event offers premium educational opportunities and post-secondary connections for students, recruiting and matriculation promotions, and staff development opportunities for our music staff by hiring college directors as our guest conductors. Main Street Music will provide the professional services of four collegiate level honors conductors and one professional choral accompanist. These five professionals will direct the rehearsals and concerts at Tracy High School and the Tracy Grand Theater with constant and ever-present TUSD supervision. Rehearsals and performances will follow this schedule:

Date	Time	Activity	Location
Thursday February 19, 2026	***8:45 a.m. call,* 9 a.m. – 3 p.m. (lunch *strictly* 12:28-12:58 on campus)**	**Rehearsal 1 of 3**	**Tracy High School 315 East 11th Street, Tracy, CA 95376 Jazz Ensemble – C105 Choir – Stage String Orchestra – C103 Concert Band – C104**
Friday February 20, 2026	***8:45 a.m. call,* 9 a.m. – 3 p.m. (lunch *strictly* 12:28-12:58 on campus)**	**Rehearsal 2 of 3**	
Saturday February 21, 2026	**String Orchestra 11 a.m. Choir 2 p.m. Jazz Band 2 p.m. Concert Band 4:30 p.m.**	**Rehearsal 3 of 3**	
Saturday February 21, 2026	**String Orchestra - 1 p.m. Choir & Jazz Ensemble - 3:30 p.m. Concert Band - 6 p.m.**	**Concerts**	**Tracy High School 315 East 11th Street, Tracy, CA 95376 String Orchestra – Stage Choir & Jazz Ensemble – Stage Concert Band – Main Gym**

RATIONALE: Having guest conductors for this year's Honor Ensembles is important for two, main reasons. First, collegiate level guest conductors provide an opportunity for our students to work with a college director, a highly respected, post-secondary, music educator. The conductors will provide industry-leading perspectives, exemplary educational methods, and leading musical talents, which allow our students to grow and develop as young musicians as well as our music education staff to develop as professionals. Second, collegiate level conductors help to establish a link between Tracy Unified School District's music program and local college level music programs which will result in benefits to both programs.

This agenda item supports all three District Strategic Goals: #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The cost is a flat rate not to exceed a total of $11,750.00. Funding will be provided by the District Visual and Performing Arts fund ("TUSD VPA 1019").

RECOMMENDATION: Approve Agreement for Special Contract Services between TUSD and Main Street Music to Provide College Conductors and Professional Accompanist for the Annual TUSD Honors Concerts.

Prepared by: Tom Renner, District VAPA Coordinator.

Main Street Music

45 W. 10th Street
Tracy CA 95376

(209) 835-1125

PROPOSAL

PROPOSAL	DATE
765918	10/14/2025 11:20a
ACCT	**EMPL ID**
6596	KEN
PO	**EXPIRES**
	11/13/2025

Bill To: Tracy Unified School District
1975 W. Lowell
Tracy CA 95376

H(209)830-3200

QTY	SKU#	DESCRIPTION	PRICE EA	TOTAL
1		MSM Service Charge	1000.00	1000.00
1		Accompanist for Honors Concert	750.00	750.00
4		Guest conductor for Honors Concert 2/21/26	2500.00	10000.00

	SUBTOTAL	11750.00
	TOTAL	11750.00

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 3, 2025
SUBJECT: **Approve Agreements with WorldStrides Educational Travel & Experiences to Provide Expanded Learning Opportunities to TUSD Students Under the Expanded Learning Opportunity Program Plan (ELO/ELO-P) and Proposition 28**

BACKGROUND: The Expanded Learning Opportunities Program (ELO/ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities – California Ed Code (EC) Section 46120. Expanded Learning refers to before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. In November of 2022, Proposition 28: The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act was successfully passed by California voters. This measure mandates the establishment of ongoing support for arts instruction in schools starting from the academic year 2023-2024.

RATIONALE: ELO/ELO-P programmatic (educational) standards are to be aligned with the After School Education and Safety Act (ASES) EC Section 46120(b)(2), and the 21st Century Community Learning Centers (21st CCLC) Program. The funds from Proposition 28 can be utilized for a wide range of arts education purposes. These include, but are not limited to, providing instruction and training, acquiring necessary supplies and materials, and establishing partnerships with arts organizations for enhanced educational programs. The supported art forms include dance, media arts, music, theater, and visual arts, which may involve folk art, painting, sculpture, photography, craft arts, creative expression (such as graphic arts and design), computer coding, animation, music composition, ensembles, script writing, costume design, film, and video. Prop 28 funding is intended to expand arts education at all school sites.

This Agenda Item represents the request to approve the Special Contract Services Agreement between WorldStrides Educational Travel & Experiences and the Tracy Unified School District. WorldStrides is coordinating student participation for up to 60 students from Merril F. West High

School/Boys and Girls Club to perform and participate in training at the National Heritage Festival in San Francisco on Saturday, April 11, 2026. The Contract Agreement is attached as part of this Agenda item which supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, and Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: All expenses will be funded by the ELO-P/Prop 28 Grant. This will be a 60/40 split cost between ELO-P and Prop 28 Waiver. The Agreement with the WorldStrides Educational Travel & Experiences will not exceed $15,906.00. Transportation will be provided by TUSD, and the cost is not to exceed $3,250.00.

RECOMMENDATION: Approve Agreements with WorldStrides Educational Travel & Experiences to Provide Expanded Learning Opportunities to TUSD Students under the Expanded Learning Opportunity Program Plan (ELO/ELO-P) and Proposition 28.

Prepared by: Ms. Rocio Garcia, Director of ELOP and School Readiness.

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 World Strides Educational Travel & Experiences, 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: Merril F. West High School Choir Leadership Academy/ Boys & Girls Club will receive access to on-stage clinic services and perform at the Annual Heritage Festival in San Francisco on Saturday, April 11, 2026. The national Music Festival will provide positive and constructive adjudication, including performance recordings and detailed written feedback for the 60 TUSD students participating. The cost per student to attend the festival only on April 11, 2026 is $241. The cost is not to exceed $15,906.00

   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 1 ( ) [ ] **HOURS** [x] **DAYS**, under the terms of this agreement at the following location San Francisco Heritage Festival

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

   a. District shall pay $15,906.00 per [ ] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $_____. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

   c. District shall make payment on a [ ] **MONTHLY PROGRESS BASIS** [x] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and ~~within thirty (30) working days~~ due 75 days prior to travel. 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 April 11, 2026, and shall terminate on April 11, 2026.

5. ~~This agreement may be terminated at any time during the term by either party upon _____ days' written notice of termination delivered by certified mail, return receipt requested.~~ Cancellation policy shown on the contractor's invoice.

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

7. Contractor shall contact the District's designee, Rocio Garcia, at (209) 830-3294 Ext. 1507 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

   b. Contractor **[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:

Keith Johnson VP, K-12 Group District Relations	
Contractor Signature Title	Tracy Unified School District
54-1902946	
IRS Identification Number	Date
Lakeland Tours, LLC dba WorldStrides	
Title	Account Number to be Charged
701 East Water Street, Suite 200	
Address	Department/Site Approval
Charlottesville, VA 22902	
	Budget Approval
	Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 15, 2025
SUBJECT: **Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees**

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATIONS

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Garcia, Rocio Program Administrator School Readiness	DEC/Cont. Improv.	09/09/2025	Accepted Position
Velasco, Antonia Personnel Analyst for Certificated Employees	DEC/HR	10/10/2025	Personal

BACKGROUND:

CERTIFICATED RETIREMENTS

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Zuniga, Ana Special Education Para Educator I	MKES	1/30/2026	Retirement

BACKGROUND:

CLASSIFIED RESIGNATION

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Acosta, Faith Food Service Worker	THS	9/21/2025	Accepted Position
Carrillo, Brian Bus Driver	MOT	10/12/2025	Accepted Position
Chavez, Elizabeth IEP Para Educator	THS	10/17/2025	Personal
Espinoza, Jasmine Para Educator I	BES	9/24/2025	Accepted Position
Jablonski, Stacie School Supervision Assistant	GKES	10/20/2025	Accepted Position
Lavarias, Melinda Food Service Worker	JES	10/29/2025	Personal
Lewis, Courtney Para Educator I	FES	8/12/2025	Personal
Nava Arellano, Mayra School Supervision Assistant	VES	10/1/2025	Accepted Position
Pfau, Cheryl Driver/Dispatcher	MOT	10/12/2025	Accepted Position
Picho, Elizabeth Special Education Para Educator I	NES	10/12/205	Accepted Position
Samayoa-Baten, Shaneen Preschool Instructor	HES	9/10/2025	Accepted Position
Strube, Calvin Para Educator I	MES	9/11/2025	Accepted Position
Trujillo, Amanda School Supervision Assistant	PCES	9/22/2025	Accepted Position
Vasu, Sudha School Supervision Assistant	GKES	9/24/2025	Personal

BACKGROUND: **COACH RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Anastasio, Jillian Boys' Varsity Volleyball	KHS	9/12/25	Personal
Perry, Nathan Girls' Frosh/Soph Soccer	THS	9/2/25	Personal
Santos, Beatriz Girls' Wrestling Assistant	WHS	7/2/25	Personal
Derek Graves Co-Ed Flag Football Assistant	SHS	9/9/25	Personal

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

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 15, 2025
SUBJECT: **Approve Classified, Certificated, and/or Management Employment**

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL

Garcia, Rocio

DEC/Educational Services
Director of ELOP and School Readiness (New)
LME 58, Step D - $150,900.00
Fund: 80% ELOP, 20% Targeted SES

BACKGROUND:

CERTIFICATED

Borrego, Vicente

Poet-Christian Elementary School
SDC 6-8 Mild/Moderate (Replacement)
Class VI, Step "B" 27 - $97,575.00
Fund: Special Education

Henson, Drew

Hirsch Elementary School
SDC TK-2 Mild/Moderate (New)
Class I, Step "A" 1 - $46,827.00
Fund: Special Education

BACKGROUND:

CLASSIFIED

Acosta, Faith

Food Service Worker (Replacement)
Willliams Middle School
Range 25, Step E - $23.74 per hour
Fund: Child Nutrition – School Program

Acosta, Faith	Food Service Worker (New) Tracy High School Range 25, Step E - $23.74 per hour Fund: Child Nutrition – School Program
Ali, Maryam	Special Education Para Educator I (Replacement) North School Range 27, Step B - $21.60 per hour Fund: Special Education
Bringazi, Christina	Special Education Para Educator I (Replacement) North School Range 27, Step A - $20.69 per hour Fund: Special Education
Carrillo, Brian	Bus Driver (Replacement) MOT/Transportation Range 38, Step E - $32.21 per hour Fund: 30% Home-to-School Transportation 70% Special Ed Transportation
Castro, Diego	Para Educator I (Replacement) Central School Range 24, Step C - $21.15 per hour Fund: AMIM
Espinosa, Celina	Para Educator I (Replacement) Art Freiler School Range 24, Step B - $20.17 per hour Fund: AMIM
Espinoza, Jasmine	Para Educator I (Replacement) Jacobson School Range 24, Step E - $23.19 per hour Fund: AMIM
Farias, Ariadna	Special Education Para Educator I (Replacement) Central School Range 27, Step B - $21.60 per hour Fund: Special Education
Gajjala, Jyothi	Para Educator I (Replacement) Jacobson School Range 24, Step E - $23.19 per hour Fund: General
Gijon, Melina	Bilingual Para Educator I (Replacement) West High School Range 24, Step E - $23.19 per hour Fund: IASA – TITLE I BAS GRNTS LOW INC

Jablonski, Stacie	Clerk Typist I (Replacement) George Kelly School Range 23, Step E - $22.68 per hour Fund: General Fund
Koochou, Maryam	Para Educator I (Replacement) Villalovoz School Range 24, Step D - $22.14 per hour Fund: Child Care and Development Gain Market
Krahner, Carolyn	Bus Driver (Replacement) Transportation/MOT Range 38, Step E - $32.21 per hour Fund: Special Ed Transportation
Michel Zamora, Luz	Bilingual Para Educator I (New) South/West Park School Range 24, Step E - $23.19 per hour Fund: AMIM
Narumanchi, Aparna	Special Education Para Educator I (Replacement) North Preschool Range 27, Step C - $22.68 per hour Fund: Special Education
Nava Arellano, Mayra	School Supervision Assistant (Replacement) Villalovoz School Range 21, Step D - $20.69 per hour Fund: General
Nuno, Vanessa	School Supervision Assistant (Replacement) Hirsch School Range 21, Step A - $18.00 per hour Fund: General Fund - Restricted
Pfau, Cheryl	Driver Trainer/Dispatcher (New) MOT/Transportation Range 48, Step C - $37.02 per hour Fund: 50% Home-to-School Transportation 50% Special Ed Transportation
Ramirez, Victor	Mechanic (Replacement) MOT/Transportation Range 49, Step E - $41.69 per hour Fund: 35% Home-to-School-Transportation 35% Special Education Transportation 30% General Fund Unrestricted

Samayoa-Baten, Shaneen	Preschool Instructor (New) Hirsch Preschool Range 30, Step E - $26.67 per hour Fund: Child Care and Development Gain Market
Shannon, Michael	Utility Person III (Replacement) MOT/Kimball High Grounds Range 38, Step A - $26.67 per hour Fund: 50% General Fund 50% Special Ed Transportation
Sims, Caiya	Para Educator I (Replacement) North School Range 24, Step B - $20.17 per hour FUND: AMIM
Strube, Calvin	Para Educator I (Replacement) McKinley School Range 24, Step B - $20.17 per hour Fund: General
Trujillo, Amanda	School Supervision Assistant (Replacement) Poet-Christian School Range 21, Step E - $21.60 per hour Fund: General
Vasu, Sudha	School Supervision Assistant (Replacement) George Kelly School Range 21, Step B - $18.86 per hour Fund: General

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

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 16, 2025
RE: Approve Speech-Language Pathologist Fieldwork Agreement with New York University-Steinhardt

BACKGROUND: Tracy Unified School District currently employs interns through several colleges and universities. This has aided the district in increasing the number of candidates that are available for various certificated positions within the district. An agreement between New York University-Steinhardt and Tracy Unified School District will expand options for meeting staffing needs. This agreement is effective starting October 29, 2025, and valid for five (5) years.

RATIONALE: By approving this agreement, the District will expand its pool of applicants for Speech-Language Pathologist positions. This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: No Fiscal Impact

RECOMMENDATION: Approve Speech-Language Pathologist Fieldwork Agreement with New York University-Steinhardt.

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

AFFILIATION AGREEMENT

New York University on behalf of its
Steinhardt School of Culture, Education, and Human Development

This agreement (the "Agreement") is made as of the 29th day of October, 2025, by and between New York University, on behalf of its Steinhardt School of Culture, Education, and Human Development, located at 82 Washington Square East, New York, NY 10003 (hereinafter, the "University"), and
Tracy Unified School District, located 1875 W. Lowell Avenue, Tracy, CA 95376
(the "Educational Site") (each individually a "Party," and, collectively, the "Parties").

WHEREAS, the University's Steinhardt School of Culture, Education, and Human Development has various educational programs for students in the fields of education, health and human development (each, a "Program");

WHEREAS, the Educational Site has the facilities to provide a relevant Clinical Experience ("Clinical Experience") to students in one or more Programs as set forth on Schedule 1 hereto, which Schedule 1 may be amended from time to time in writing signed by the Parties; and

WHEREAS, the Educational Site and the University desire to affiliate for the purpose of providing a Clinical Experience for students enrolled in a Program of the University;

NOW, THEREFORE, the Parties agree as follows:

A. The University agrees:

1. to assume full responsibility for the planning and implementation of the entirety of each Program, including the portion of such Program that involves a Clinical Experience. The Educational Site has the right to approve the portion of each Program to be conducted on its premises in advance of its implementation.

2. to be responsible for selecting students and scheduling student placements at the Educational Site and informing the Educational Site of the number of students to be assigned placement, notwithstanding the Educational Site's right to screen candidates pursuant to section C(6). The number of students and placement schedule shall be subject to the approval of the Educational Site.

3. to provide a faculty mentor who will act as liaison between the University and the Educational Site and will correlate the academic and clinical levels of experience of the students.

4. to instruct all students and faculty placed at the Educational Site of their responsibility for complying with all pertinent rules and regulations of the Educational Site of which they are advised.

5.

a. to instruct all students and faculty to maintain the confidential nature of all patient medical records and protected health information ("PHI") to which they are exposed in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other applicable privacy laws; and

b. to instruct all students to maintain the confidentiality of HIV-related patient information in accordance with Article 27-f of the New York State Public Health Law.

6. to keep all Program-related records and reports pertinent to the student's Clinical Experience while at the Educational Site (excluding patient identifiable protected health information). These records shall be made available to the Educational Site upon its request, with the student's prior written permission.

7. to inform each student assigned to the Educational Site that such student is required, upon request, (1) to provide the Educational Site with evidence that they are in good general health, as determined by a physical examination, and that they are free from a health impairment which is of potential risk to a patient or which might interfere with the performance of his/her duties, including any habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter the individual's behavior; and (2) to provide the Educational Site with evidence of the following (subsections (a) – (e), collectively, "Evidence of Health Requirements"):

a. an immunization for rubella, consistent with good medical practice, except that a woman of child-bearing age shall have a screening test to be followed by immunization as appropriate;

b. a ppd (Mantoux) skin test for tuberculosis prior to participation in the Clinical Experience. Positive findings shall require appropriate clinical follow-up but no repeat skin test;

c. if born on or after January 1, 1957,

(1) diagnosis by a physician as having had measles disease (rubeola);

(2) demonstration of serologic evidence of measles antibodies; or

(3) two doses of live virus measles vaccine with the first dose administered on or after the age of 12 months and the second dose administered more than thirty (30) days after the first dose but after 15 months of age;

d. a positive varicella (chicken pox) antibody titer or a history of varicella by parent, guardian, physician or school record;

e. proof of vaccination against Hepatitis B, proof of immunity to Hepatitis B, or a letter from the student which states that the student has either commenced the Hepatitis B vaccination protocol or has declined to be vaccinated against Hepatitis B.

The Parties agree that the requirement for students to present Evidence of Health Requirements may be satisfied through provision (w) by the student, (x) by a third party vendor engaged by the University which, with the consent of such student, performs a review of the student's Evidence of Health Requirements; (y) via attestation by the University; or (z) such other method as mutually agreed upon by the Parties in writing.

8. that students placed in the Educational Site shall be required to maintain health insurance coverage. Prior to placement in the Educational Site, students may be required, upon request by the Educational Site, to send proof of such coverage to the Educational Site.

B. The Educational Site agrees:

1. to provide a Clinical Experience to students meeting the standards agreed with the University in respect of the relevant Program, of recognized accrediting agencies, and of State agencies.

2. where applicable, the Educational Site shall provide each student with training on the safety, security, and emergency preparedness protocols of the Educational Site during orientation or prior to beginning the Clinical Experience.

3. to provide supervision of the Clinical Experience of each student by a qualified Educational Site staff member whose responsibilities will include orientation of the student to the Educational Site, planning of the Clinical Experience, and the evaluation of student performance.

4. to make available to the students the space, facilities, equipment, and supplies necessary as pertinent to the students' Clinical Experience, to the extent that this will not interfere with the care and treatment being rendered to patients, where applicable, or with Educational Site activities.

5. where applicable, to acknowledge that University students and faculty may have access to the Educational Site's protected health information during the Clinical Experiences.

6. to permit students to use the Educational Site cafeteria during its normal operating hours, if feasible. Students may be required to pay for their own meals.

7. to arrange for, or, if the Educational Site is a hospital, to provide, emergency medical care to students who become ill or injured while on the Educational Site's premises. The students shall arrange for medical care beyond that of an emergency nature. A student shall be responsible for the cost of any emergency care and for the cost of any additional medical care beyond that of an emergency nature.

8. that, in the case where a student holds employment with the Educational Site, the Educational Site acknowledges and agrees that nothing in this Agreement shall have any effect on, or relationship to, the student's employment with the Educational Site, which is separate and apart from student's participation in the Program and Clinical Experience.

C. The University and the Educational Site agree:

1. that, where applicable, the University shall provide each student with general instruction in the infection control procedures used in health care Educational Site settings, including a review of the Occupational Health and Safety Act ("OSHA") Bloodborne Pathogens Regulations. The Educational Site agrees that, as part of each student's orientation to the rules, regulations, policies and procedures of the Educational Site, it shall instruct each student on infection control procedures, including the OSHA Bloodborne Pathogens Regulations, as they have been implemented at the Educational Site. The Educational Site shall comply fully with the OSHA Bloodborne Pathogens Regulations with respect to any student who sustains a percutaneous, mucosal, or broken skin exposure to blood or other potentially infectious bodily fluids. If the Educational Site requires that students undergo a respiratory fit test in advance of placement, the Educational Site will perform such fit tests with the student's prior consent.

2. to comply with all applicable foreign, federal, state and local laws, rules, and regulations in connection with this Agreement.

3. to the extent that Educational Site receives or otherwise has access to "personally identifiable information" from "education records" of University, as such terms are defined in the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"), or creates education records while acting for University, Educational Site agrees to comply with the requirements of FERPA and with University's Guidelines for Compliance with FERPA, which are available at www.nyu.edu/apr/ferpa.htm, including without limitation to (i) hold such information in strict confidence and not use or disclose such information except as permitted by this Agreement or as otherwise authorized by University; (ii) provide access to any such information upon request by University and ensure that such information is destroyed or transferred to University, at the request and under the direction of University, when the information is no longer needed for its specified purpose; and (iii) use appropriate administrative, physical, and technical safeguards to secure such information from unauthorized access, disclosure, and use, and promptly notify University in the event of a security incident that compromises the security of such information. Educational Site acknowledges that University has designated Educational Site a "school official" pursuant to 34 CFR § 99.31(a)(1)(i)(B) and agrees that it is (i) under the direct control of University with respect to the use and maintenance of University's education records and (ii) subject to the requirements of 34 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from such education records.

4. in connection with this Agreement, neither Party will discriminate against any person on the basis of sex, gender, gender identity or expression, sexual orientation, race, color, creed, ethnicity, religion, national origin, age, veteran or military status, marital or parental status, citizenship status, disability, or any other legally protected status or characteristic.

5. that no student placed in the Educational Site under this Agreement shall in any way be considered an employee or agent of the Educational Site or the University, nor shall any student be entitled to any fringe benefits, worker's compensation, disability benefits, or other rights or benefits normally afforded to employees or agents of the Educational Site or the University; except as otherwise provided in paid internship agreement.

6. that the Educational Site reserves the right to screen students in advance of their placement at the Educational Site in connection with the Program.

7. that, upon agreement of the Parties, the Clinical Experience may be conducted remotely in a manner acceptable to both Parties. In the case of an in-person placement, the University retains the right to remove any student from the Educational Site immediately if the University determines that conditions at the Educational Site are not safe or healthy or are otherwise unsuitable for the student.

8. that the Educational Site retains the right to remove any student from the Educational Site who: (i) endangers patient health, welfare or safety; (ii) disrupts the business or operations of the Educational Site;(iii) fails to comply with the direction of the Educational Site staff; (iv) fails to abide by the rules, regulations, policies and procedures of the Educational Site; or (v) is not suited to the Clinical Experience in the Educational Site's reasonable opinion. The University retains the right to remove any student from the Educational Site who: (i) fails to maintain successful student status as outlined in the University's policies; (ii) violates the University's honor code; or (iii) any other reason deemed appropriate by University personnel. Each Party agrees to notify the other Party promptly and in any case within one (1) business day of such removal.

9. that, where applicable and notwithstanding any other provision of this Agreement, the Educational Site retains ultimate responsibility for the care of its patients or students at all times.

10. each Party shall maintain in respect of its employees, volunteers, and agents and, in the case of the University, its students, (i) professional liability insurance coverage in an amount not less than $1,000,000 per claim and $3,000,000 in the annual aggregate, and (ii) commercial general liability insurance coverage in an amount not less than $1,000,000 per occurrence and $3,000,000 in the annual aggregate, with no exclusion for sexual abuse and molestation. Each Party's insurance coverage shall be maintained with a carrier authorized to do business in the respective state(s) or through self-insurance. Each Party will provide to the other Party, upon such other Party's request and at least annually, a certificate of insurance evidencing the required insurance coverage, naming the other Party as additional insured as their interests may appear. In addition, upon renewal or replacement of any required insurance coverage, each Party will provide replacement certificates to the other Party. The certificate of insurance shall include a statement that the notice of cancellation shall be given pursuant to the terms and conditions of the policy. If the Educational Site is an institution operated by a municipality or government agency or municipal or government employees, the Educational Site may fulfill the requirements of this Section 10 through insurance provided by or through legislation covering the Educational Site's

activities and personnel and otherwise meeting the requirements of this Section 10.

a. The University shall maintain and provide insurance documentation per Exhibit A.

11. that where allowed by law, each Party (each an "Indemnifying Party") will defend and indemnify the other Party, its affiliated entities and their respective trustees, directors, officers, employees, and representatives (each an "Indemnified Party") from and against all claims, demands, suits, proceedings, investigations, losses, liabilities, damages, settlements, judgments, interest, penalties, and expenses of any kind, including court costs and reasonable attorneys' fees, relating to both direct claims and third party claims resulting from or arising out of (i) the negligence or willful misconduct of the Indemnifying Party in connection with this Agreement, including but not limited to claims or allegations of negligent supervision, failure to supervise, or sexual abuse or molestation, or (ii) breach by the Indemnifying Party of any of the terms of this Agreement or any applicable law or regulation. The Indemnified Party will provide the Indemnifying Party with prompt written notice of any claim for which it seeks indemnification under this Agreement, provided that any failure or delay in providing such notice will not relieve the Indemnifying Party of any obligations under this provision except to the extent such failure or delay prejudices the defense of any such claim. That with respect to third party claims subject to indemnification, the Indemnifying Party will have the right to control the defense of any such claim with counsel that is reasonably acceptable to the Indemnified Party. In defending such claim, the Indemnifying Party will keep the Indemnified Party informed of all material matters relating to the defense of such claim and will not agree to any compromise or settlement of such claim without the Indemnified Party's prior written consent, which shall not be unreasonably withheld. The Indemnified Party will provide reasonable cooperation to the Indemnifying Party in the defense of such claim. The Indemnified Party may participate in the defense or settlement of such claim at its own expense and with counsel of its own choice. This provision shall survive the termination or expiration of the Agreement.

12. that, if required by Educational Site, at an appropriate time in the application process, the University will require each student who wishes to participate in the Clinical Experience to submit to a background check through a third party engaged by the University. The Parties agree that such requirement may be met by each student allowing a third party vendor engaged by the University to, with the consent of such student, perform a background check and:

i) such third party vendor providing the results thereof directly to the Educational Site prior to such student beginning the Clinical Experience at the Educational Site; or

ii) in the event that the results of a background check include adverse information on the student, in accordance with applicable law, the University may transmit the results of the background check to the Educational Site for the Educational Site's determination as to whether the results are disqualifying for participation in the Clinical Experience. Following the completion of the background check process and review described herein, the University will provide the Educational Site with a list of students selected for the Clinical Experience. This list shall note that a background check has been performed for each student whose name appears on the list and that either the criminal background check did not contain any adverse information on the student or, if it did contain adverse information, that the adverse information was reviewed by the

Educational Site and the Educational Site has agreed that the student may participate in the Clinical Experience. The University shall be responsible for obtaining the student's authorization to disclose the results of the background check to the Educational Site and, failing receipt of such authorization, the student shall not be placed in the Clinical Experience.

iii) Students must complete fingerprinting through TUSD Live Scan technician. The fee is $25, non-refundable.
iv) Students must provide Negative TB certification to TUSD no older than 60 days from placement start date.
v) Students must complete a TUSD Intake form. Form to be provided by TUSD's Human Resources department.

The Educational Site reserves the right to deny participation in the Clinical Experience to any student applicant under this section for any lawful reason and will follow all applicable laws when exercising this right; and the student shall have no right of appeal to the Educational Site except as permitted by law. The University will also require its students planning to participate in the Clinical Experience to be screened for exclusion from participation in Medicaid, Medicare, and any Federal health care programs through a minimum of an OIG screening, which will be conducted as of part any required background check. Any excluded individuals are expressly prohibited from participating in the Clinical Experience.

13. that this Agreement becomes effective as of the date first written above and will continue in full force and effect for five (5) years, or until termination. This Agreement may be terminated by mutual written agreement at any time or by either Party giving sixty (60) days' prior written notice to the other Party; provided that, any student placed at the Educational Site for a Clinical Experience up to and including the date of termination shall be permitted to complete his/her assignment.

14. that neither this Agreement nor any obligation or right thereunder may be assigned to any third party without the prior written consent of the other Party. Any purported assignment without such consent shall be null and void.

15. that all notices required hereunder shall be in writing and shall be delivered by messenger or by certified first-class mail, or transmitted by facsimile, and in accordance with the return receipt requested:

to the University:
Martin Voravibul
Office of Academic Operations, Innovation, & Strategy
Steinhardt School of Culture, Education, and Human Development
New York University
239 Greene Street, 2nd Floor
New York, NY 10003

With a copy to:

Office of General Counsel
New York University
70 Washington Square South, 11th Floor
New York, New York 10012

to the Educational Site:
Tracy Unified School District
Attn: HR
1875 W. Lowell Avenue
Tracy, CA 95376

16. that this Agreement is not for the benefit of any third party.

17. that University and Educational Site are independent contractors, and neither Party nor its employees will be deemed to be the employee, agent, or representative of the other. Nothing contained in this Agreement will create any agency relationship, partnership, association, or joint venture between the Parties. Except as otherwise specifically set forth in this Agreement, neither Party will have any authority or suggest it has any authority to create any obligation, express or implied, on behalf of the other Party, or to bind the other Party.

18. that this Agreement may be modified only by mutual written and signed agreement of the authorized representatives of the Parties thereto.

19. that this Agreement shall be interpreted in accordance with the laws of the State of New York without regard to its conflicts of laws principles; and the courts of the State of New York in New York County and the United States District Court for the Southern District of New York shall have exclusive jurisdiction over the Parties with respect to any dispute or controversy between them arising under or in connection with this Agreement.

20. that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of the Agreement that has been transmitted via electronic mail, facsimile, or as a hard copy, can operate as the executed original copy.

21. that this Agreement constitutes the entire agreement of the Parties regarding its subject matter, and it supersedes all prior and collateral negotiations, agreements, and understandings between the Parties, whether written or oral, regarding the subject matter.

22. that in accordance with guidelines from the US Department of Labor regarding unpaid internships (www.dol.gov/whd/regs/compliance/whdfs71.htm), the Clinical Experience should satisfy the following criteria: (i) the student will not receive any direct or indirect compensation from the Clinical Experience Site/Educational Site for time spent in the Clinical Experience, (ii) the student will not be entitled to or expect a job with the Clinical Experience Site/Educational Site at the conclusion of the Clinical Experience, (iii) the student will not displace regular employees of the Clinical Experience Site/Educational Site, and the Clinical Experience

will take place under close supervision of existing Clinical Experience Site/Educational Site staff, (iv) the Educational Site will not derive any immediate advantage from the Clinical Experience, (v) the Clinical Experience will be for the benefit of the student, and (vi) the Clinical Experience will be similar to training that would be given in an educational environment, including being tied to the students formal educational program; unless otherwise provided in a paid internship agreement.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed this Agreement as of the day and year first written above.

FOR AND ON BEHALF OF

TRACY UNIFIED SCHOOL DISTRICT

Signature: _____

Printed Name: Tammy Jalique

Title: _____

Date: _____

NEW YORK UNIVERSITY ON BEHALF OF ITS STEINHARDT SCHOOL OF CULTURE, EDUCATION, AND HUMAN DEVELOPMENT

Signature: DocuSigned by: Jenna Werkman 6825DB13A7B64E5...

Printed Name: Jenna Werkman

Title: Director, Online Program Operations
OFFICE OF ACADEMIC OPERATIONS, INNOVATION, & STRATEGY
STEINHARDT SCHOOL OF CULTURE, EDUCATION, AND HUMAN DEVELOPMENT

Date: 9/15/2025 | 11:07 AM EDT

Schedule 1

to Affiliation Agreement between New York University and Tracy Unified School District

Programs

Communicative Sciences and Disorders
Counseling and Guidance
Mental Health & Wellness

Exhibit A

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
    a. List the "Certificate Holder" as follows:
    Tracy Unified School District
    1875 W. Lowell Avenue
    Tracy, CA 95376

    b. Comprehensive General Liability with limits of $1,000,000 combined single limit per occurrence and $2,000,000 aggregate with endorsement. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Rick Management Department).

    c. Proof of Professional Liability Insurance with coverage for Sexual Abuse and Molestation Coverage ($1,000,000) with endorsement.

    d. Sexual Abuse and Molestations coverage in the amount of $1,000,000.

2. An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the General Liability, Automobile Liability, and Professional Liability Insurance. Please note the following:

    a. List the "Additional Insured" as follows:
    Tracy Unified School District, its Governing Board, its Officers, its Agents are named as additional insured with the respects to Liability.

    b. The coverage shall be primary and non-contributory, with respect to general and professional liability with waiver of subrogation for workers compensation

    c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.

As an agent of New York University, o.b.o. its Steinhardt School of Culture, Education, and Human Development, I am acknowledging the above insurance requirements as an addendum to the agreement in place with Tracy Unified School District dated 9/15/25.

Jenna Werkman	Director, Online Program Operations	9/15/2025 | 11:07 AM EDT
Name	Title	Date

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: October 22, 2025
SUBJECT: **Approve Student Teacher, Counselor, and SLP Agreement with University of Southern California, USC Rossier School of Education**

BACKGROUND: Tracy Unified School District currently employs interns through several colleges and universities. This has aided the district in increasing the number of candidates that are available for teaching, school counseling, and speech language pathologist positions within the district ct. A contract between University of Southern California and Tracy Unifi ed School District will expand options for meeting staffing needs. This Agreement will be effect ive starting October 29, 2025, through June 30, 2028.

RATIONALE: This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Student Teacher, Counselor, and SLP Agreement with University of Southern California, USC Rossier School of Education.

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

USC SCHOOL/SCHOOL DISTRICT PLACEMENT AGREEMENT

This USC School/School District Placement Agreement ("Agreement") is made this 29th day of October, 2025 (the "Effective Date"), by and between Tracy USD, with an address at 1875 W Lowell Avenue, Tracy, CA 95376 (the "School/District"), and the University of Southern California, a California nonprofit educational institution, on behalf of its USC Rossier School of Education, with an address of Waite Phillips Hall, 3551 Trousdale Parkway, ADM 352, Los Angeles, CA 90089 ("USC"). USC and School/District may be referred to collectively as the "parties" and individually as a "party."

WHEREAS, USC offers graduate degree programs to its students ("Candidates") in classroom and in online learning environments; and

WHEREAS, with respect to the online learning environment, USC offers graduate degree programs with an online learning component and field placement experiences ("Programs"), including, among others, Programs in the fields of teaching and school counseling.

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Placements. The School/District agrees to host one or more Candidates in accordance with the terms of this Agreement and as further set forth in either: (a) the Teaching Candidate Addendum with respect to teaching Candidates; (b) the School Counseling Candidate Addendum with respect to School Counseling Candidates; or (c) such other addenda for such additional Programs as may be agreed upon by the parties from time to time. Each aforementioned Addendum (collectively, the "Addenda") is incorporated into and made a part of this Agreement.

2. Placement Opportunities.

(a) USC will request placements for its Candidates for one or more of the Programs detailed in the Addenda. Each request shall identify the particular Candidate (or, for groups of Candidates, a composite description of relevant background, assignment request, assignment objectives and suggested activities as appropriate to requested assignments for the Candidate group). USC shall comply with any School/District policy applicable to such placement requests and provided by the School/District to USC.

(b) The School/District agrees to use good-faith efforts to place Candidates proposed by USC within the School/District. The School/District shall have the sole discretion with respect to all Candidate assignments hereunder, provided that the School/District shall involve USC throughout the decision-making process. The School/District shall not in any way be obligated to accept assignments of Candidates beyond the capabilities of the School/District, as determined by the School/District in its sole discretion. The School/District shall have the right to terminate its relationship with any Candidate for violation of the School's/District's regulations or for other reasonable cause in accordance with the School's/District's standard policies or practice.

3. Compliance with Law.

(a) *Background Investigations*. (i) USC shall inform each Candidate being hosted by the School/District that they are required to complete a background check and receive appropriate clearance(s) in accordance with applicable state and local law prior to commencing any assignment at the School/District (e.g., a State-issued Certificate of Clearance in the case of a teacher placement in California). (ii) The School/District may impose requirements upon Candidates in addition to those required by state law as set forth in Section 3(a)(i) above (the "Additional Requirements"). In such event, the School/District agrees to provide all such Additional Requirements in writing to USC promptly following execution of this Agreement (or, as applicable, promptly upon any adoption or modification thereof occurring during the Term, as defined in Section 11). USC shall communicate all such Additional Requirements to Candidates, and shall advise Candidates to make any and all additionally required submissions directly to the School/District. Upon notice to the

Candidate, the School/District
shall have the right to reject any Candidate who fails to comply with the Additional Requirements from participating in an assignment at the School/District.

a. USC Candidate must comply with District clearance requirements which include
    i. Live Scan with District. $25 non-refundable fee
    ii. Provide negative TB certification no older than 60 days from expected placement start date.

4. No Employment Relationship of Candidates.

(a) Candidates are students, and not employees of USC or the School/District. As such, they are not covered by USC's or the School's/District's workers' compensation policies.

(b) Candidates are neither entitled to, nor shall receive, any compensation or other employee-related benefit (without limitation) from USC or the School/District. Candidates shall not displace any School/District employee.

(c) The School/District shall provide in writing any requirements for Candidates to obtain and maintain personal liability insurance coverage, which requirements may vary based on the applicable Program. USC shall communicate to Candidates any such School/District coverage requirements, provide reasonable assistance to Candidates in obtaining such coverage, and facilitate each Candidate's submission of appropriate documentation thereof directly to the School/District (which the School/District agrees to accept).

5. Information, Hiring & Confidentiality.

(a) USC is a non-profit, educational research institution interested in evaluating the success of its graduates in impacting student achievement relative to comparable teachers, school counselors, or other appropriate position, as the case may be. As such, USC may request the School/District to provide information to assist USC in its evaluative process. If available, the School/District shall provide such information to USC following any such reasonable request.

(b) The School/District may hire any Candidate(s) upon program completion, but is under no obligation to do so.

(c) USC shall not request the School/District to provide any health or other records of any student of the School/District covered by the Family Educational Rights and Privacy Act ("FERPA"); nor shall USC request any Candidate to share any protected School/District data (whether about School/District students or personnel) with USC.

(d) To the extent that either party to this Agreement discloses any confidential information to any other party hereto in connection with the relationships contemplated hereunder, the parties agree during the Term (and all renewals thereof) and for a period of two (2) years thereafter to use reasonable efforts to protect, maintain as confidential, and not disclose, any such confidential information of any other party.

6. Compliance with the Law. The parties hereto shall comply with all applicable federal, state and local laws, rules, statutes, acts, regulations, code and similar legal requirements, including but not limited to FERPA.

7. Non-Discrimination. Each party represents that it is an equal opportunity employer. Each party certifies that it does not, and shall not, discriminate against its employees, students, Candidates or applicants on any unlawful basis. Each party certifies that it is, and shall remain, in compliance with all laws, regulations, executive orders or other legal prohibitions against discrimination.

8. Indemnification.

(a) *Indemnification by School/District.* The School/District shall indemnify, defend and hold harmless USC, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of the School/District, its employees, agents or representatives.

(b) *Indemnification by USC.* USC shall indemnify, defend and hold harmless the School/District, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of USC, its employees, agents or representatives.

9. Insurance. Unless otherwise agreed, each of School/District and USC shall carry the following insurance coverages at own expense, at all times during the Term and a period thereafter (i.e., following the expiration or termination of this Agreement) sufficient to cover the applicable statutes of limitation. Upon reasonable request, each of School/District and USC shall furnish the other party with certificates of insurance evidencing compliance with all requirements hereunder. All required coverages (with the exception of Workers' Compensation and Professional Liability) are to include the other party as additional insured. All required coverages shall have an A.M Best rating of not less than A- VII, and be primary and non-contributory to any insurance maintained and shall waive any right of subrogation against by each party's employees, directors, officers, agents, subsidiaries and shall specifically cover each party's obligations to defend, indemnify and hold their employees, directors, officers, agents, subsidiaries harmless as provided herein. Despite the use of the term "insurance," such coverages may be provided by commercial insurance, self-insurance, captive, a risk retention group or some combination thereof. Notwithstanding coverages in the amounts specified, the type and limits of coverages stipulated will not, in itself, limit the liability of either School/District or USC:

(a) **Workers' Compensation and Employers Liability**: Workers' Compensation insurance with statutory limits if required to do so by California State law. Employers Liability in the amount of one million dollars ($1,000,000). Candidates **Not Employees:** Both parties hereto agree that the Candidates are fulfilling requirements for field experiences as part of a degree requirement and therefore, both parties agree that Candidates are not to be considered employees or agents of School/District or USC and are not covered by School/District or USC's Workers Compensation insurance.

(b) **Comprehensive General Liability:** Comprehensive General Liability coverage for death, bodily injury, and property damage, including products liability, with limits of no less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in aggregate. Such coverage shall not exclude Sexual Molestation Coverage.

(c) **Umbrella or Excess Liability**: Umbrella or Excess Liability Policy in excess of the General Comprehensive Liability Policy with limits of no less than five million dollars ($5,000,000) per occurrence.

(d) **Automobile Liability Insurance**: Automobile Liability coverage of one million dollars ($1,000,000) each occurrence, for all owned, non-owned and hired vehicles.

(e) University shall provide insurance documentation per Exhibit A.

10. Governing Law. The interpretation, application, and enforcement of this Agreement shall be governed by the laws of the State of California without reference to choice of law principles. Any claim, suit, or cause of action involving the interpretation, application, or enforcement of this Agreement shall be commenced in the appropriate state or federal courts in the State of California.

11. Term, Termination and Renewal. The term of this Agreement shall begin as of the later of the Effective Date or the date of the School's/District's signature set forth below ("Term Commencement Date") and continue through June 30th of the calendar year following the third anniversary of the Term Commencement Date (the "Term"). For the avoidance of doubt, other than where the School/District removes a Candidate pursuant to Section 2(b)

above, the School/District shall permit current Candidates to complete the current school year at the time of any such termination.

12. Notices. Any notice to be given hereunder by either party to this Agreement shall be in writing and will be deemed given on the date received as evidenced by confirmation of receipt, except if such confirmation is later than 3:00 p.m. (School/District local time), addressed as follows (provided that, upon written notice in accordance herewith, either party may update its notice recipients at any time during the Term):

(a) *If to the School/District*: Tracy USD, 1875 W Lowell Avenue, Tracy, CA 95376; attention: Erin Quintana, Director of Human Resources, equintana@tusd.net

(b) *If to USC*: University of Southern California, USC Rossier School of Education, Waite Phillips Hall, 3470 Trousdale Parkway, WPH-702H, Los Angeles, CA 90089; attention: Debra Solórzano-Madrid, Director of Clinical Practice.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST GOODWILL, LOST PROFITS, LOST BUSINESS OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER SUCH DAMAGES ARISE FROM CLAIMS BASED UPON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHER LEGAL THEORY, RESULTING FROM A BREACH OF ANY WARRANTY OR ANY OTHER TERM OF THIS AGREEMENT, AND REGARDLESS OF WHETHER A PARTY WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

14. Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the parties to this Agreement, such provision will be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and the remaining terms, provisions, covenants, and restrictions of this Agreement will remain in full force and effect.

15. Entire Agreement/No Modification/Counterparts/Execution/Binding Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and fully supersedes and replaces any and all prior or contemporaneous understandings or agreements, written or oral, between the parties hereto or any of their respective affiliates regarding such subject matter. Any waiver, change in, amendment, addition, supplement or other modification of any provision of this Agreement will be valid and effective only if in writing and signed and dated by all parties hereto subsequent to the execution of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, bear the signatures of all of the parties reflected hereon as the signatories. A faxed, PDF or electronic signature shall have the same legally binding effect as an original signature. This Agreement will be binding upon the parties and their successors, affiliates, subsidiaries, assigns, officers, directors, employees, and agents. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

16. Arbitration. All disputes arising under or in connection with this Agreement shall be submitted to JAMS or successor organization for binding arbitration by a single arbitrator. The arbitrator shall be selected by JAMS in an impartial manner determined by it. The arbitration hearing will be commenced within one hundred eighty (180) days of the filing of an arbitration demand with JAMS by any party hereto, and a decision shall be rendered by the arbitrator within thirty (30) days of the conclusion of the hearing. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under this Agreement. The arbitrator shall award costs of the proceeding, including reasonable attorneys' fees, to the party determined to have substantially prevailed.

17. No Agency; No Assignment. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise, or partnership relation between

the parties. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

18. Use Of Name and Trademarks. Except as required by law or permitted by this Agreement, neither party shall use the name, logo, trademark, or symbol of the other party or its affiliates without the prior written consent of the other party.

The parties have caused this Addendum to be executed as of the Effective Date by their duly authorized representatives.

SCHOOL/DISTRICT	**UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF ITS USC ROSSIER SCHOOL OF EDUCATION**
Print Name:Tammy Jalique	**Print Name:**
Associate Superintendent for Human Resources	Mark Todd
Signature:	**Signature:**
Dated:	**Dated:** Oct 14, 2025

TEACHING CANDIDATE ADDENDUM
TO THE USC SCHOOL/SCHOOL DISTRICT PLACEMENT AGREEMENT

This Teaching Candidate Addendum to the USC School/School District Placement Agreement (this "Addendum") is incorporated into and made a part of that certain USC School/School District Placement Agreement (the "Agreement") executed concurrently with this Addendum (or subsequently on the date indicated below), and is effective as of "Term Commencement Date", as defined in the Agreement. Capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the Agreement.

1. Controlling Terms. The terms of this Addendum modify and supplement the Agreement. Whenever any inconsistency or conflict exists between the Agreement and this Addendum, the terms of this Addendum control and supersede the Agreement. In all other respects, the terms of the Agreement are ratified and confirmed.

2. Placement Opportunities. USC shall identify prospective Candidates to the School/District for potential placement within the School/District, including assignment to a teacher of record, in the following categories: (i) "Observation Students" (*e.g.*, recess observation, lunchtime interactions, interactions with parents/teachers, etc.); (ii) "Research Students" (*e.g.*, case study, classroom observation with student interaction, lesson delivery as part of fieldwork, etc.); and (iii) "Student Teachers" (*i.e.*, "Guided Practice", with "Guiding Teachers", as defined in Section 3 below). USC shall supply the Candidate's name, relevant program and background clearance information and type of assignment appropriately matching the prospect's needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of Candidates it shall accept as Observation Students, Research Students and Student Teachers, the length of assignments, and the distribution of assignments. The district will ensure that the clinical practice settings allow candidates to engage in literacy instruction that meets the requirements of TPE 7, including the ELA and Literacy Standards, the ELA/ELD Framework, and foundational skills. Clinical Practice settings should support a strong literature, language, and comprehension component with a balance of oral and written language. Candidates should have opportunities to observe and practice diagnostic and early intervention techniques, which include, ongoing diagnostic techniques that inform teaching and assessment, early intervention techniques, and the concepts and strategies included in the California Dyslexia Guidelines. The district will collaborate with USC to ensure that Guiding Teachers are knowledgeable of these requirements and can support candidates in implementing effective literacy instruction.

3. Guiding Teachers.

(a) The School/District shall make recommendations to USC regarding teachers whom it believes are appropriate to serve as Guiding Teachers (as defined in the next sentence). Through the School's/District's recommendations, USC's observations and Student Teacher reference, USC shall identify teachers working within the School/District to supervise and prepare Student Teachers during their student teaching experiences ("Guiding Teacher").
(b) Both the School/District and USC shall approve the participation of any teacher as a Guiding Teacher, provided that the School/District shall use its best efforts to approve a sufficient quantity of Guiding Teachers necessary to oversee the agreed-upon number of Student Teachers placed within the School/District at any time.
(c) Guiding Teachers must understand and support the expectations for candidates to take and pass a California Commission on Teacher Credentialing-approved literacy performance assessment. This includes ensuring that candidates have opportunities to develop and demonstrate competency in foundational literacy skills and cross-cutting themes related to literacy instruction, as required by SB 488.
(d) Should any Guiding Teacher become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative Guiding Teacher to the Student Teacher (excluding a substitute teacher that replaces the original Guiding Teacher within the School/District).

4. Credential Seeking Candidates. Any credential seeking USC Student Teacher Candidate shall be required to sit for and pass applicable, state- and subject-specific exams (*e.g.*, CSET, CBEST, etc.) prior to the commencement of his or her assignment as a Student Teacher.

5. Honorarium.

(a) Upon each Student Teacher's completion of his/her/their guided learning assignment, USC shall pay, or direct a designated third party to pay, an honorarium of $500.00 directly to each Guiding Teacher for his/her/their participation in a Student Teacher's guided learning assignment. The School/District agrees that USC may require Guiding Teachers to submit reasonable documentation to USC prior to USC making payments hereunder.

(c) Should any Guiding Teacher fail to complete his or her assignment hereunder (either due to such teacher's own circumstances or due to USC's removal of the teacher as a Guiding Teacher), USC shall pay the corresponding honorarium on a pro rata basis.

(d) USC shall comply with any written School/District policy or procedure contrary to this Section 5, provided that the School/District shall provide any copy/copies thereof upon execution of the Agreement or subsequent adoption thereof.

6. Use of Video. USC utilizes video recording throughout its programs, including as an essential element of its instruction methodology. (By way of example only, the State of California requires USC to administer a Teaching Performance Assessment ("TPA") of its students as part of USC's teacher preparation program, with a component of that TPA being video that USC must obtain from each Student Teacher and maintain on file with the California Commission on Teacher Credentialing.) As such, any Student Teacher may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require Student Teachers to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to Student Teacher) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e.*, under the age of legal competence). The School/District may provide reasonable assistance to Student Teachers in obtaining signatures on such forms.

The parties have caused this Addendum to be executed as of the Effective Date by their duly authorized representatives.

SCHOOL/DISTRICT	**UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF ITS ROSSIER SCHOOL OF EDUCATION**
Print Name: Tammy Jalique	**Print Name:**
Associate Superintendent for Human Resources	Mark Todd
Signature:	**Signature:**
Dated:	**Dated:** Oct 14, 2025

SCHOOL COUNSELING CANDIDATE ADDENDUM TO THE USC SCHOOL/SCHOOL DISTRICT PLACEMENT AGREEMENT

This School Counseling Candidate Addendum to the USC School/School District Placement Agreement (this "Addendum") is incorporated into and made a part of that certain USC School/School District Placement Agreement (the "Agreement") executed concurrently with this Addendum (or subsequently on the date indicated below), and is effective as of "Term Commencement Date", as defined in the Agreement. Capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the Agreement.

1. Controlling Terms. The terms of this Addendum modify and supplement the Agreement. Whenever any inconsistency or conflict exists between the Agreement and this Addendum, the terms of this Addendum control and supersede the Agreement. In all other respects, the terms of the Agreement are ratified and confirmed.

2. Placement Opportunities. USC shall identify prospective Candidates to the School/District for potential placement within the School/District, including assignment to a school-site supervisor of record. USC shall supply the Candidate's name, relevant program and background clearance information and type of assignment appropriately matching the prospect's needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of Candidates it shall accept as School Counselor Students, the length of assignments, and the distribution of assignments.

3. School-site Supervisor.

(a) The School/District shall make recommendations to USC regarding [staff members] whom School/District believes are appropriate to serve as "School-site Supervisors" (defined below). Through the School's/District's recommendations, USC's observations and School/District staff references, USC shall identify counselors and other staff working within the School/District to supervise and prepare School Counselor Candidates during their in-school experiences ("School-site Supervisors"). The School and/or District reserves the right to require School Counselor Candidates to complete written responses to survey questions and/or to participate in an interview process for the purpose of determining the appropriateness of the placement with a designated "School-Site Supervisor."

(b) Both the School/District and USC shall approve the participation of any staff as a School-site Supervisor, provided that the School/District shall use its best efforts to approve a sufficient quantity of School-site Supervisors necessary to oversee the agreed-upon number of School Counselor Candidates placed within the School/District at any time.

(c) Should any School-site Supervisor become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative School-site Supervisor to the School Counselor Candidate (excluding a substitute teacher that replaces the original School-site Supervisor within the School/District).

4. Credential Seeking Candidates. Any credential seeking USC School Counselor Candidate shall be required to sit for and pass applicable, state-specific exams (*for example, in California,* the California Basic Educational Skills Test), as applicable in the Candidate's state of residence, prior to the commencement of his or her assignment as a School Counselor Candidate.

5. Use of Audio. USC utilizes audio recording throughout its programs, including as an essential element of its instruction methodology. As such, any Candidate may make audio recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require Candidates to be responsible for obtaining appropriate and signed audio release/authorization forms (which USC shall provide to Candidate) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e.*, under the age of legal competence). The School/District may provide reasonable assistance to Candidates in obtaining signatures on such forms.

The parties have caused this Addendum to be executed as of the Effective Date by their duly authorized representatives.

SCHOOL/DISTRICT	UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF ITS ROSSIER SCHOOL OF EDUCATION
Print Name: Tammy Jalique	**Print Name:**
Associate Superintendent for Human Resources	Mark Todd
Signature:	**Signature:**
Dated:	**Dated:** Oct 14, 2025

SPEECH-LANGUAGE PATHOLOGY CANDIDATE ADDENDUM TO THE ROSSIER PLACEMENT AGREEMENT

This Speech-Language Pathology Candidate Addendum to the School/School District Placement Agreement ("Addendum") is incorporated into and made a part of that certain School / School District Placement Agreement (the "Agreement") executed concurrently with this Addendum (or subsequently on the date indicated below), and is effective as of "Term Commencement Date", as defined in the Agreement. Capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the Agreement.

1. Controlling Terms. The terms of this Addendum modify and supplement the Agreement. Whenever any inconsistency or conflict exists between the Agreement and this Addendum, the terms of this Addendum control and supersede the Agreement. In all other respects, the terms of the Agreement are ratified and confirmed.

2. Placement Opportunities. USC shall identify prospective Candidates to the School/District for potential practicum placement within the School/District, including assignment to a speech-language pathologist of record, in the following categories: (i) Year 1 Fall Semester initial practicum placement 1 – 1.5 days per week (est. 30 clinical hours for student clinician) ; (ii) Year 1 Spring Semester practicum placement 2 days per week (est. 40 clinical hours for student clinician); (iii) Year 1 or 2 Summer 6 week rotation placement or district designed clinical experience in a summer district program (est. 60 clinical hours for student clinician) and (iv) Year 2Student Clinician Externship placement 4-5 days per week (est. 105 clinical hours for student clinician)" (*i.e.,* " Supervised Practicum", with "Clinical Supervisors", as defined in Section 3 below). USC shall supply the Candidate's name, relevant program and background clearance information and type of assignment appropriately matching the prospect's needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of Candidates it shall accept for the types of placements needed, the length of assignments, and the distribution of assignments.

3. Clinical Supervisors.

(a) The School/District shall make recommendations to USC regarding speech-language pathologists whom it believes are appropriate to serve as Clinical Supervisors (defined below). Through the School's/District's recommendations, USC's observations and Student Clinician reference, USC shall identify speech-language pathologists working within the School/District to supervise and prepare Student Clinicians during their student practicum experiences ("Clinical Supervisor").

(b) Both the School/District and USC shall approve the participation of any speech-language pathologist as a Clinical Supervisor, provided that the School/District shall use its best efforts to approve a sufficient quantity of Clinical Supervisors necessary to oversee the agreed-upon number of Student Clinicians placed within the School/District at any time.

(c) Should any Clinical Supervisor become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative Clinical Supervisor to the Student Clinician (excluding a substitute speech-language pathologist that replaces the original Clinical Supervisor within the School/District).

4. Credential Seeking Candidates. Any credential seeking USC Student Clinician Candidate shall be required to sit for and pass applicable, state- and subject-specific exams (*e.g.*, CBEST, etc.) prior to the commencement of his or her assignment as a Student Clinician.

5. Honorarium.

(a) Upon each Student Clinician's completion of his or her supervised practicum assignment, USC shall pay, or direct a designated third party to pay, an honorarium according to the following schedule directly to each Clinical Supervisor for his or her participation in a Student Clinician's practicum assignment. The School/District agrees that USC may require Clinical Supervisors to submit reasonable documentation to USC prior to USC making payments hereunder. The honorarium schedule is as follows:

(i) Honorarium = $150.00 for a Year 1 Fall Semester initial practicum placement 1 – 1.5 days per week (est. 30 clinical hours for student clinician);

(ii) Honorarium = $200.00 for a Year 1 Spring Semester practicum placement 2 days per week (est. 40 clinical hours for student clinician);

(iii) Honorarium = $300.00 for a Year 1 or 2 Summer 6-week rotation placement or district designed clinical experience in a summer district program (est. 60 clinical hours for student clinician)

(iv) Honorarium = $500.00 for a Year 2 Student Clinician Externship placement 4-5 days per week (est. 105 clinical hours for student clinician)

(c) Should any Clinical Supervisor fail to complete his or her assignment hereunder (either due to such teacher's own circumstances or due to USC's removal of the teacher as a Clinical Supervisor), USC shall pay the corresponding honorarium on a pro rata basis.

(d) USC shall comply with any written School/District policy or procedure contrary to this Section 5, provided that the School/District shall provide any copy/copies thereof upon execution of the Agreement or subsequent adoption thereof.

6. Use of Video. USC utilizes video recording throughout its programs, including as an essential element of its instruction methodology. As such, any speech and language candidate may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require speech and language candidates to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to speech and language candidate) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e.*, under the age of legal competence). The School/District may provide reasonable assistance to Student Teachers in obtaining signatures on such forms.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties affix their respective hands below:

SCHOOL/DISTRICT	**UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE KECK SCHOOL OF MEDICINE**
Print Name: Tammy Jalique	**Print Name:**
Associate Superintendent for Human Resources	Mark Todd
Signature:	**Signature:**
Dated:	**Dated:** Oct 14, 2025

SERVICES CERTIFICATION: TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the University of Southern California ("UNIVERSITY/COLLEGE") currently entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of UNIVERSITY/COLLEGE.

UNIVERSITY/COLLEGE's responsibility for tuberculosis clearance extends to all of its employees and program participants coming into contact with District students regardless of whether they are designated as employees or acting as independent participants of the UNIVERSITY/COLLEGE.

UNIVERSITY/COLLEGE certifies compliance with the tuberculosis requirements of Education Code Section 49406.1 with respect to all UNIVERSITY/COLLEGE's employees or participants who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code Section 45122.1. A complete and accurate list of UNIVERSITY/COLLEGE's employees or program participants who may come in contact with District students during the course and scope of the Agreement is listed below.

Student Name	**Negative TB Test on File**

Name of Company: **University of Southern California**

By (*Signature*): Debra Solorzano-Madrid

Name of Authorized Officer or Agent: **Debra Solórzano-Madrid**

Title: **Director of Clinical Practice**

Date: October 20, 2025

Exhibit A

USC Rossier MOU
1875 W. Lowell Avenue
Tracy, CA 95376
Phone (209) 830-3230
Fax (209) 830-3269

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
    a. List the "Certificate Holder" as follows:
    Tracy Unified School District
    1875 W. Lowell Avenue
    Tracy, CA 95376

    b. Comprehensive General Liability with limits of $1,000,000 combined single limit per occurrence and $2,000,000 aggregate with endorsement. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Rick Management Department).

    c. Proof of Automobile Liability, if transporting students or routinely driving on campus.

    d. Proof of Workers Compensation, a waiver of subrogation to be part of this coverage.

    e. Proof of Professional Liability Insurance with coverage for Sexual Abuse and Molestation Coverage ($1,000,000) with endorsement.

    f. Sexual Abuse and Molestations coverage in the amount of $1,000,000.

2. An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the General Liability, Automobile Liability, and Professional Liability Insurance. Please note the following:

    a. List the "Additional Insured" as follows:
    Tracy Unified School District, its Governing Board, its Officers, its Agents are named as additional insured with the respects to Liability.

    b. The coverage shall be primary and non-contributory, with respect to general and professional liability with waiver of subrogation for workers compensation

    c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.

Debra Solorzano-Madrid As an agent of University of Southern California, I am acknowledging the above insurance requirements as an addendum to the agreement in place with Tracy Unified School District dated October 20, 2025.

Name	Title	Date
Debra Solorzano-Madrid	Director of Clinical Practic	October 20, 2025

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: October 13, 2025
SUBJECT: **Adopt Resolution #25-06 Authorizing Keenan & Associates to Establish a Trust Account for Tracy Unified School District**

BACKGROUND: The District's former insurance advisor, Mr. William Assad, has retired from his position. Accordingly, he will no longer act as the District's authorized representative for the settlement of small insurance claims. Keenan & Associates, the District's claims management service provider, has recommended that it be designated as the District's authorized agent to settle or reject small insurance claims on behalf of the District, replacing William Assad. To facilitate timely payment of approved claims, a trust account will be established with Keenan & Associates, from which payments for settled claims, up to a limit of fifty thousand dollars and no cents ($50,000.00), may be issued.

RATIONAL: With the retirement of Mr. William Assad, the District no longer has an active agent authorized to settle small insurance claims. To ensure timely and efficient processing, Keenan & Associates, the District's claims management provider, has been recommended to serve as the District's authorized agent for the settlement of small claims, replacing Mr. Assad. Under this authorization, Keenan & Associates will have the authority to review, approve, or reject claims on behalf of the District, up to a maximum of fifty thousand dollars and no cents ($50,000.00). Payments for approved claims will be issued from a trust account established with Keenan & Associates, allowing for streamlined administration and timely resolution of small insurance claims.

FUNDING: General fund, not to exceed $50,000.00.

RECOMMENDATION: Adopt Resolution #25-06 Authorizing Keenan & Associates to Establish a Trust Account for Tracy Unified School District.

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

TRACY
UNIFIED SCHOOL DISTRICT

TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 25-06
Authorizing Keenan & Associates to Establish a Trust Account

WHEREAS, the District's former insurance advisor, Mr. William Assad, has retired from his position with the Tracy Unified School District and will no longer act as the District's authorizing agent for the settlement of small insurance claims; and,

WHEREAS, Keenan & Associates, the District's claims management service provider, has recommended the establishment of a trust account to expedite the payment of minor insurance claims and ensure the timely and efficient resolution of such matters, with a limit of fifty thousand dollars and no cents ($50,000.00).

NOW, THEREFORE BE IT RESOLVED, Keenan & Associates, be and hereby authorized as agent for this District in settlement of small insurance claims and is empowered, authorized and directed to settle and or reject small insurance claims with a limit of fifty thousand dollars and no cents ($50,000.00), on behalf of the District, replacing William Assad as the District's authorized agent, and

BE IT FURTHER RESOLVED, that a duly certified copy of this Resolution, containing the signature of the authorized agent, be provided to Keenan & Associates for their records and implementation of the trust account.

PASSED AND ADOPTED this 28th day of October, 2025, by the Board of Trustees of the Tracy Unified School District by the following vote:

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

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: October 28, 2025
SUBJECT: **Approve Studio W for Architectural Services for the Kimball High School Two-Story Science Wing Addition**

BACKGROUND: Kimball High School, established to serve the growing west side of Tracy Hills, continues to experience increased enrollment and expanded academic programming. The campus has reached capacity in several key instructional areas, particularly in science and technology classrooms. To address these needs, the District is planning a new two-story science wing addition. This addition will provide modern laboratory spaces, integrated classroom technology, and flexible learning environments designed to support Kimball's expanding CTE/STEM curriculum. The new facility will also align with current educational standards and improve campus efficiency by reducing reliance on portable classrooms, which is most important as we take on new growth.

RATIONALE: The proposed two-story science wing addition is essential to support Kimball High School's academic growth and programmatic needs. The existing facilities lack adequate specialized lab and classroom space to accommodate current and future science and career-technical education programs. As enrollment and curriculum offerings expand, the new building will ensure students have access to state-of-the-art learning environments equipped with advanced technology and infrastructure. In addition, the two-story design maximizes available site area, allowing for interior and exterior classroom integration, improved collaboration spaces, and long-term campus sustainability. The project directly supports Measure "O" goals of enhancing educational opportunities and modernizing facilities for future-ready learning and pathways.

FUNDING: Developer fee funds will be used, totaling $176,755.00.

RECOMMENDATIONS: Approve Studio W for Architectural Services for the Kimball High School Two-Story Science Wing Addition.

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: October 28, 2025
SUBJECT: **Approve PBK for Architectural Services for the McKinley Elementary School Modernization**

BACKGROUND: This project aligns directly with the approved Tracy USD Facilities June 2024 Master Plan and the Measure O bond priorities approved by voters, including modernization, safety improvements, and new construction to address capacity needs. The new McKinley campus will include updated classroom buildings, multipurpose space, playfields, and modern infrastructure systems designed to reduce long-term maintenance and operations costs.

RATIONALE: The Tracy Unified School District continues to prioritize modern, safe, and efficient learning environments that support student achievement and community growth. McKinley Elementary School, one of the district's oldest campuses, has reached the end of its functional service life and no longer meets current standards for educational facilities, safety, or accessibility.

The construction of a new McKinley Elementary School represents a critical investment in the district's long-term facilities plan. Utilizing Measure O bond funds, this project will replace the existing outdated structures with a modern, energy-efficient campus designed to accommodate future enrollment growth, meet California Department of Education (CDE) standards, and support 21st-century teaching and learning.

FUNDING: Bond Measure O funding will be used for the McKinley Elementary School modernization totaling $4,400,000.00.

RECOMMENDATIONS: Approve PBK for Architectural Services for the McKinley Elementary School Modernization.

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: October 28, 2025
SUBJECT: **Approve HMC for Architectural Services for the Monte Vista Middle School Modernization**

BACKGROUND: The Monte Vista Middle School Modernization Project represents a key initiative within the Tracy Unified School District's Measure O Bond Program. Originally constructed in the mid-20th century, Monte Vista has served generations of Tracy students and remains a cornerstone of the community. With support from Measure O, the District engaged HMC Architects to develop a comprehensive modernization plan that aligns with current educational standards, accessibility codes, and the long-term facilities master plan adopted in 2024. The proposed project includes a full modernization of instructional spaces, infrastructure upgrades, and the construction of new facilities that will enhance both the academic and co-curricular experience. The design process has included coordination with site administration, teaching staff, and district facilities personnel to ensure that improvements address today's learning needs while honoring the character and layout of the existing campus. Therefore, District staff recommends

RATIONALE: The modernization of Monte Vista Middle School fulfills the objectives set forth by the Measure O Bond to improve educational facilities, ensure equity across campuses, and extend the useful life of District assets. The project will deliver:

- A new multipurpose building to support assemblies, physical education, and student activities.
- Performing arts and music facilities designed to expand creative learning and community engagement.
- A new cafeteria and food service area to enhance student wellness and operational efficiency.
- Comprehensive modernization of classrooms and site infrastructure, including HVAC, lighting, safety, and accessibility improvements.
- Preservation of the school's original architectural character and layout, maintaining the familiar campus identity that defines Monte Vista while integrating modern systems and design standards.

This project reflects the District's continued commitment to investing in its existing campuses, ensuring that all students have access to safe, modern, and inspiring environments for learning and growth.

FUNDING: Bond Measure O funding will be used for the modernization of Monte Vista Middle School, totaling $1,634,381.00

RECOMMENDATIONS: Approve HMC for Architectural Services for the Monte Vista Middle School Modernization.

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: October 28, 2025
SUBJECT: **Approve HMC for Architectural Services for the Williams Middle School Modernization**

BACKGROUND: Williams Middle School was originally constructed in the early 1990s and currently serves students in grades 6 through 8. The school's campus is composed of approximately 30 percent portable classroom buildings and 70 percent permanent construction. Over the past three decades, Williams has provided strong academic programs and community engagement opportunities for its students; however, many of its facilities have reached the point where modernization is necessary to support current instructional methods and technological needs.

RATIONALE: The modernization of Williams Middle School addresses several key facility and educational priorities identified under the Measure O Bond Program. The proposed improvements will focus on upgrading classroom environments to support 21st-century learning, including enhancements to STEM labs and the integration of modern educational technology throughout the campus. In addition, the project will include a new protective shade structure in the food service area to provide students with a safe and comfortable outdoor dining environment. These upgrades will improve both the functionality and aesthetic appeal of the campus, enhance student engagement in science and technology courses, and create spaces that better align with Tracy USD's vision for modern, innovative learning environments. Recommendation to approve HMC architects for the Williams modernization.

FUNDING: Bond Measure O funding will be used for the modernization of Williams Middle School, totaling $800,000.00

RECOMMENDATIONS: Approve HMC for Architectural Services for the Williams Middle School Modernization

Prepared by: Tania Salinas, Associate Superintendent for Business Service

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 17, 2025
SUBJECT: **Approve Agreement for Contract Services between San Joaquin Pride Center and Tracy Unified School District for the 2025-2026 School Year**

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges posing barriers to their academic performances and overall well-being. Social and emotional interventions in the school setting are necessary for students to access in order to be academically successful. In partnership with the San Joaquin Pride Center, TUSD will expand mental health services for schools with students in grades 6-8 and 9-12. Services will include cultural awareness and diversity, staff/parent trainings inclusive of the LGBTQ+ community, on-site support for student leadership clubs and the establishment of a Gay Straight Alliance, resource materials, and case management services.

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

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

RECOMMENDATION: Approve Agreement for Contract Services between San Joaquin Pride Center and Tracy Unified School District for the 2025-2026 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

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

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

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

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

   a. District shall pay $ 15,000.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $ 15,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

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

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

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

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

John A Alita EXEC. DIR.

Contractor Signature — Title

94-1279805

IRS Identification Number

UNITED WAY dba San Joaquin Pride Center

Title

937 N. YOSEMITE ST

Address

STOCKTON, CA 95203

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 26, 2025
SUBJECT: **Approve New Job Description for Utility Person IV**

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. The attached job description was negotiated with CSEA to address District needs and changes in transportation regulations.

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

FUNDING: No funding impact.

RECOMMENDATION: Approve New Job Description for Utility Person IV.

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

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

The California School Employees Association and its Tracy Chapter #098 (hereafter "CSEA") and the Tracy Unified School District (hereafter "TUSD") have reached an agreement on the Utility Person IV job description.

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Utility Person IV

DEPARTMENT/DIVISION: Transportation/Grounds and Operations

POSITION SUMMARY: Under general supervision of the Director of Maintenance, Operations, and Transportation, and/or site/department administration, performs a variety of duties in the areas of Transportation, Grounds, Custodial and Security. A Utility Person IV may be assigned to transporting students in a district vehicle, custodial, grounds keeping or security duty during the work day, providing services in a combination of these assignments. This is a 12 month position.

ESSENTIAL FUNCTIONS:

1. Drives a district vehicle over designated routes in accordance with time schedules.
2. Picks up, transport and discharges school children; visually verify passengers are properly secured using appropriate safety equipment, safely escorting students across streets as necessary.
3. Transports students and teachers on field trips to various locations, sometimes choosing the best route to conform to a schedule.
4. Performs a complete daily vehicle safety check, and refuels vehicles and equipment as needed.
5. Assists in maintaining district vehicles and equipment such as vacuum cleaners, scrubbers, carpet extractors and auxiliary mechanical equipment on vehicles in safe operating condition, and advises on repairs as needed.
6. Cleans windshields and headlights, and may occasionally wash district vehicles, clean, and lubricate other equipment.
7. Maintains good order among students on district vehicles following District policies regarding the disciplining of children.
8. Operates other equipment such as cars, vans, forklifts, and lawnmowers.
9. Maintains a variety of records as required, including a daily vehicle report, and work orders.
10. Updates route sheets to include accurate directions and other pertinent instructions.
11. Picks up and delivers perishable and non-perishable items such as furniture, equipment and supplies.

12. Performs cleaning tasks in restrooms, classrooms, offices and outside areas such as sweeping, scrubbing, waxing, dusting, disinfecting, vacuuming and shampooing carpets; empties waste containers.
13. Performs minor plumbing tasks, and makes minor repairs to water supply lines, sprinkler supply lines, electrical systems and equipment such as furniture, cabinets and carpets.
14. Removes graffiti from various surfaces such as wood, metal, glass, plaster, stucco, wallboard, brick and cement.
15. Performs general grounds maintenance work including trimming, pruning, edging, application of fertilizers and herbicides, and soil preparation using hand or power tools.
16. Rake, sweep or pick up litter, leaves or trash from buildings, walkways and surrounding grounds and parking lots.
17. Reports safety, sanitation and fire hazards and removes objects hazardous to persons and property.
18. Follows proper procedures when handling blood and body fluids as per Blood Borne Pathogens policy.
19. Irrigates, maintains and improves landscape areas including mowing lawns using hand mower or power mower.
20. Maintains playgrounds and playing fields, and play equipment.
21. Patrols school district buildings, grounds and parking lots, securing or opening doors, windows and gates as needed.
22. Observes and reports hazards or activities which may affect district facilities or employee safety.
23. Checks, monitors and questions students or visitors who appear to be loitering or parking inappropriately.
24. Observes and reports to site/District administration or law enforcement agencies any acts by persons which may contribute to unsafe conditions or possible injury to students or staff.
25. Maintains regular and prompt attendance in the workplace and keeps daily attendance records.
26. Performs other related duties as required.

EDUCATION AND EXPERIENCE: The ability to carry out oral and written directions; read and writes at a level sufficient to fulfill the duties to be performed for the position described. Must complete and pass a Student Transportation in Non-School Bus Vehicles training course; pass a drug test and pre-employment physical and pass the Student Transportation in Non-School Bus vehicle driving test, which includes knowledge of passenger management. Entry level experience in the custodial field and two years driving experience preferred, including vehicle or truck operation. Ability to meet District auto insurance requirements. High School diploma required. This position is subject to DMV pull notice.

SKILLS AND QUALIFICATIONS:

1. Knowledge of safe, defensive and efficient driving practices and techniques.
2. Knowledge of all laws, rules and regulations pertaining to the transportation of students in Non-School Bus Vehicles.

3. Knowledge methods, practices and procedures used in required first aid and emergency conditions.
4. Ability to learn the geography of the District.
5. Ability to read and follow a variety of routes, schedules and maps.
6. Ability to plan for, carryout and complete extracurricular trips including athletic trips.
7. Knowledge of and ability to demonstrate effective methods of student supervision and discipline.
8. Knowledge of operation, methods and practices followed in the use, maintenance and repair of tools, machinery and equipment including precision measuring equipment.
9. Knowledge of plumbing and hardware techniques.
10. Knowledge of safe work practices.
11. Ability to estimate the scope of each work assignment and secure the necessary tools and materials to complete assignments.
12. Ability to diagnose equipment operating problems and execute required repairs.
13. Ability to develop and maintain cooperative working relations with those contacted in the course of work.
14. Ability to keep accurate records of work performed.
15. Ability to work without immediate supervision in the field.
16. Must pass required physical examination and drug test.
17. Ability to operate mechanical and power-driven equipment.
18. Knowledge of plant diseases and insects and control methods.
19. Knowledge of approved methods of planting and caring for landscaping.
20. Ability to physically cover the areas of responsibility under varying weather conditions.
21. Knowledge of District policies, rules and regulations.

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

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for brief periods of time.
4. Exercise, during the performance of his/her duties, the amount of physical control reasonably necessary to maintain order, protect property or protect the health and safety of students, staff and community members.
5. Run short distances.
6. Enter data into a computer terminal for necessary record keeping and electronic communication.
7. See and read a computer screen and printed matter with or without vision aids.
8. Right and left foot movements such as operating foot controls for extended periods of time.
9. Reach above shoulder level for extended periods of time.
10. Push/pull up to 50 lbs. for extended periods of time
11. Push/pull up to 100 lbs. for short periods of time.
12. Lift and carry up to 75 lbs. at waist height for short periods of time.

13. Repetitive foot and/or hand/arm movements (grasp/pinch, etc.) for extended periods of time.
14. Speak so that others may understand at normal levels and on the telephone with or without hearing aids.
15. Hear and understand at normal levels and on the telephone with or without hearing aids.

WORK ENVIRONMENT: Employees in this position will be required to work indoors and outdoors under various weather conditions and temperatures during the course of the required schedule, including inclement weather conditions. Employees will also be required to work on uneven ground. Employees will be exposed to noise, dust, fumes, pollen, gases and smoke levels depending on assignment being performed. Must wear closed toe shoes and meet uniform requirement. As required, must wear protective devices such as gloves, earplugs, coveralls, safety boots, safety glasses and dust mask. Employees will be exposed to vibrations.

Salary Range: 37

Board Approved:

Agreed upon this 14th day of July, 2025

Tammy Jalique

Tammy Jalique, Associate Superintendent of Human Resources

Michael Caulfield, CSEA Tracy Chapter #098 President

Debra Ladwig, CSEA Labor Relations Representative

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 26, 2025
SUBJECT: **Approve New and Revised Job Descriptions for Classified Positions**

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. The attached job descriptions were negotiated with CSEA to address program needs in the provision of support services to students. As noted in the attached Tentative Agreement with CSEA, the positions being brought forward for approval are:

Newly Developed Job Descriptions
Para Educator I/ Hygiene Assistance
Special Education Para – Community Based Education Program
Special Education Para – Community Education Driver
Roving Para Educator II
Para Educator III
Bilingual Preschool Para Educator I

Revised Job Descriptions
Para Educator for Therapeutic Behavior
Special Education Para Educator I
Individual Education Plan (I.E.P.) Para Educator I
Preschool Instructor
Bilingual (Spanish) Preschool Site Supervisor
Para Educator II

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

FUNDING: No funding impact.

RECOMMENDATION: Approve New and Revised Job Descriptions for Classified Positions.

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 26, 2025
SUBJECT: **Adopt Revised Board Policy and Acknowledge Revisions to Administrative Regulation 4112.2 Certification (Second Reading)**

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

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

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 24, 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 (Second Reading)**

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to 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 (Second 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.

2. Internal Personnel Staff Review Procedures

PERSONNEL RECORDS

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.

Review of Derogatory Material Placed in Employee's File

PERSONNEL RECORDS

~~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

PERSONNEL RECORDS

"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.

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

PERSONNEL RECORDS

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.

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

PERSONNEL RECORDS

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
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 for Human Resources
DATE: October 15, 2025
SUBJECT: **Adopt Revisions to Board Policy 4113.4, 4213.4, 4313.4 Temporary Modified/Light Duty Assignment (First Reading)**

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to Temporary Modified/Light Duty Assignment, the District has created an all-personnel Board Policy (4113.4, 4213.4; 4313.4) to replace existing board policies 4113.4, 4213.4, 4313.4

RECOMMENDATION: Adopt Revisions to Board Policies 4113.4, 4213.4, and 4313.4 Temporary Modified/Light Duty Assignment (First Reading).

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

~~Human Resources – Certificated~~ ~~BP 4113.4~~

TEMPORARY MODIFIED/LIGHT DUTY ASSIGNMENT

~~The Governing Board acknowledges the high cost of worker's compensation insurance and strives to reduce this cost by all reasonable means. An essential feature of a cost containment effort includes the availability of temporary modified duty positions which enable employees injured on the job to return to work as soon as medically authorized. Therefore, the Board hereby establishes temporary modified duty positions in furtherance of the following objectives:~~

~~1. To return employees who are injured on the job to work as soon as medically authorized without the danger of re-injury.~~
~~2. To make the maximum use of our human resources.~~
~~3. To provide an opportunity of productive work for an injured employee while simultaneously accomplishing job duties for the district.~~
~~4. To reduce the number of lost work days and unnecessary temporary total disability payments.~~
~~5. To reduce the need for and cost of rehabilitation consultants.~~
~~6. To reduce the frequency and expense of litigated claims.~~
~~7. To facilitate communication with injured employees and to dispel any perception of unconcern on behalf of the district.~~
~~8. To reduce the total time off work in an unproductive status which contributes to general depression.~~
~~9. To reinstate self-confidence and dignity through an early return to work and to allow the employee to progress to a full duty status.~~
~~10. To assist injured employees in the preservation of their overall financial security and accrued leave benefits.~~

~~Legal Reference~~:

~~LABOR CODE SECTION 4600~~

~~Medical treatment provided by employer; expenses included.~~

~~TUSD Adopted: 1/97~~

TUSD Adopted: 01/97
TUSD Revised:

TEMPORARY MODIFIED/LIGHT DUTY ASSIGNMENT

The Governing Board recognizes that, when employees have temporarily disabled medical conditions, temporary modified or light-duty assignments can allow the district to continue to use their valuable knowledge, skills, and abilities while minimizing time away from work. Temporary modified/light-duty assignments may also serve to facilitate the employee's transition back to his/her regular duties or full-time work.

Any employee may request a modified or light-duty assignment when he/she has a temporary medical condition which prevents the performance of the essential functions of his/her current assignment or position. The Superintendent or designee shall determine, on a case-by-case basis, whether a suitable temporary position currently exists to accommodate the physical restrictions specified by the employee's medical provider.

An employee's initial assignment to a temporary modified or light-duty position shall be for a limited duration, not to exceed 30 days. At the end of the initial assignment, the employee may request that the Superintendent or designee extend the assignment. When requesting any such extension, the employee shall submit documentation from his/her medical provider verifying that the employee is still temporarily disabled and is not medically able to return to his/her regular assignment. Temporary assignments generally shall not exceed 90 days but may be extended at the discretion of the Superintendent or designee for an additional 90 days upon verification by the employee's medical provider that such an extension will allow the employee to return to unrestricted regular duties.

An employee who rejects a temporary modified/light-duty assignment may be subject to a loss of workers' compensation benefits in accordance with district's insurance policy.

TUSD Adopted: 01/97
TUSD Revised:

Legal Reference:

STATE

EDUCATION CODE	Description
44984	Required rules for industrial accident and illness leave
45192	Industrial accident and illness leave for classified employees

GOVERNMENT CODE

12900-12996	Fair Employment and Housing Act
12945.1-12945.21	California Family Rights Act

FEDERAL

29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 12101-12213	Americans with Disabilities Act

MANAGEMENT RESOURCES

Court Decision	Raine V. City of Burbank (2006) 135 Cal.App.4th 1215