NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
DECEMBER 16, 2025

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

TUSD board meetings are held in person.

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

TIME: **6:40 PM** **Closed Session**
7:00 PM **Open Session**

AGENDA

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

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

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

3.1 Administrative & Business Services: None.

3.2 Educational Services:

3.2.1 Finding of Facts: 25/26#11
Education Code §48912

3.2.2 Reinstatements: AR#25-26/#10
Education Code §48912

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

3.2.3 Board Waiver: VES#10364323
Education Code §48912

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

3.2.4 Confidential Student Matter: Early Graduation TISCS#10366057, TISCS#10355840

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

3.2.5 Approve Funding for Confidential Settlement Agreement

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

3.3 Human Resources:

3.3.1 Consider Paid/Unpaid Leave of Absence for Certificated Employee #UC - 1423

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

3.3.2 Consider Leave of Absence Request for Certificated Employee: #UCL-550, Pursuant to Article XXIII

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

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

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action Taken on Finding of Facts: 25/26#11
3.2.1
Action: Motion ____ Second ___. **Vote:** Yes___; No___; Absent___; Abstain ___

6b Report Out of Action Taken on Reinstatements: AR#25-26/#10
3.2.2
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6c Report Out of Action Taken on Board Waivers: VES#10364323
3.2.3
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6d Report Out of Action Taken on Early Graduation: TISCS#10366057,
3.2.4 TISCS#10355840
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6e Report Out of Action Taken on Approve Funding for Confidential Settlement
3.2.5 Agreement
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6f Report Out of Action Taken on Consider Paid/Unpaid Leave of Absence for
3.3.1 Certificated Employee #UC - 1423
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6g Report Out of Action Taken on Consider Leave of Absence Request for
3.3.2 Certificated Employee: #UCL-550, Pursuant to Article XXIII
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

7. Board Organization: **1-4**

7.1 Elect Officers:

President
Action: Motion__; Second __. **Vote:** Yes __; No __; Absent ___; Abstain ___

Vice President
Action: Motion__; Second __. **Vote:** Yes __; No __; Absent ___; Abstain ___

Clerk
Action: Motion__; Second __. **Vote:** Yes __; No __; Absent ___; Abstain ___

7.2 Appoint Representatives to the following committees:
Budget; City/Schools Liaison; District Attendance Area; Facilities Advisory; School Safety; Special Education; Tracy Learning Center/Ad Hoc Board Member; Tracy Parks and Community Services Commission; San Joaquin Chapter School Boards Association

Action: Motion__; Second __. **Vote:** Yes __; No __; Absent ___; Abstain ___

7.3 Approve Board Meeting Calendar

Action: Motion__; Second __. **Vote:** Yes __; No __; Absent ___; Abstain ___

8. **Approve Regular Minutes of November 12, 2025.** 5-9
Action: Motion__ ; Second __. **Vote:** Yes __; No __; Absent ___; Abstain ___

9. **Student Representative Reports:** None.

10. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
10.1 Recognize 2025 District Spelling Bee Winners

11. **Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.

11.1 Administrative & Business Services: None.

11.2 Educational Services:

11.2.1 Receive Information Regarding the College Bound Tracy Program from the Concerned Parents Alliance, Inc.

11.2.2 Receive Report on the California Assessment of Student Performance and Progress (CAASPP) **10**

12. **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.

13. **PUBLIC HEARING:** None.

14. **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.

14.1 Administrative & Business Services:

14.1.1 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District **11-12**

	14.1.2	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	**13-15**
	14.1.3	Approve Accounts Payable Warrants (September and October 2025) (Separate Cover)	**16**
	14.1.4	Approve Payroll Reports (September and October 2025)	**17-25**
	14.1.5	Approve Revolving Cash Fund Reports (September and October 2025)	**26-29**
14.2	**Educational Services:**		
	14.2.1	Approve Agreement for Special Contract Services with Educational Plan Support Services, LLC, for Consulting and Support Services on the District LCAP	**30-33**
	14.2.2	Approve Agreement with Manhattan Concert Productions to Provide Expanded Learning Opportunities to TUSD Students Under the Expanded Learning Opportunities Program Plan and Prop 28	**34-39**
	14.2.3	Approve Yearly Renewal of Document Tracking Service (DTS) Service Agreement for 2026-2027	**40-45**
	14.2.4	Approve Annual License Renewal for Survey Monkey, Inc. Access	**46-47**
	14.2.5	Approve Renewal Quote for Site License with IXL Learning and Duncan Russell Community Day School from May 12, 2026 to May 12, 2027	**48-51**
	14.2.6	Ratify Agreement for Contract Services Between World of Wonders Science Museum and South/West Park Elementary School for the 2025-2026 School Year	**52-55**
	14.2.7	Approve Overnight Travel for the Tracy High School Wrestling Team to Participate in the MidCals Classic Tournament at Gilroy High School in Gilroy, CA January 23-24, 2026	**56**
	14.2.8	Approve Overnight Travel for the Tracy High School Wrestling Team to Participate in the Napa Valley Classic at American Canyon High School in Napa, CA January 8-10, 2026	**57**
	14.2.9	Approve Overnight Travel for the Tracy High School Wrestling Team to Participate in the Zinkin Classic at Buchanan High School in Fresno, CA December 18-20, 2025	**58**
	14.2.10	Approve Overnight Travel for the Tracy High School Boys Wrestling Team to Participate in the MidCals Classic Tournament at Gilroy High School in Gilroy, CA January 22-24, 2026	**59**
	14.2.11	Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at North School for the 2025 - 2026 School Year	**60-63**
	14.2.12	Approve MOU for AFJROTC Marksmanship Program	**64-66**
14.3	**Human Resources:**		
	14.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	**67-68**
	14.3.2	Approve Classified, Certificated, and/or Management Employment	**69-72**
	14.3.3	Approve Unpaid Student Teaching and Practicum Agreement with National University	**73-82**

15. **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.

15.1 Administrative & Business Services:

15.1.1	Certify 2025-2026 Fiscal Year First Interim Report (Separate Cover)	**83-84**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
15.1.2	Approve ACME Construction Company, Inc. for the Stein High School Barbering CTE Facilities Project	**85-87**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
15.1.3	Approve the Cumming Group Proposal to Provide Project Management Services for the Installation of Four ELOP Portable Classrooms	**88-93**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
15.1.4	Approve TUSD Participation in the Piggyback Bid Between Clovis Unified School District and A-Z Bus Sales (Separate Cover)	**94**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
15.1.5	Adopt Resolution No. 25.10 to Excuse Meeting Absence of Board Member	**95-96**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
15.1.6	Consider to Adopt an Increase to School Board Trustee Compensation or to Keep Status Quo	**97**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

15.2 Educational Services:

15.2.1	Reaffirm Program Sponsorship and Assurance for the Tracy Unified School District Induction Program	**98**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

15.3 Human Resources:

15.3.1	Adopt New Board Policy 4116 and Acknowledge Revisions to Administrative Regulation 4116 Probationary/Permanent Status (First Reading)	**99-105**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
15.3.2	Adopt and Acknowledge Revisions to Board Policy and Administrative Regulation 4200 Classified Personnel (Second Reading)	**106-111**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

16. **Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.

17. **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.

18. **Board Meeting Calendar:**
- **18.1** January 13, 2026
- **18.2** January 27, 2026
- **18.3** February 10, 2026

19. Upcoming Events:

19.1	December 22, 2025 – January 2, 2026	No School, Winter Break
19.2	January 19, 2026	No School, Martin Luther King Day
19.3	February 9, 2026	No School, Lincoln's Day
19.4	February 16, 2026	No School, President's Day

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

TRACY
UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Robert Pecot, Superintendent
DATE: November 18, 2025
SUBJECT: **(1) Elect Officers;**
(2) Appoint Representatives to the Following Committees: Budget; City/Schools Liaison; District Attendance Area; Facilities Advisory; School Safety; Special Education; Tracy Learning Center/Ad Hoc Board Member; Tracy Parks and Community Services Commission; San Joaquin Chapter School Boards Association; and
(3) Approve 2026 Board Calendar

BACKGROUND: Education Code Section 35143 requires the governing board of each school district to hold an Annual Organizational Meeting within a specified 15-day period. In a year in which a regular election for governing board members is held in our district, the meeting shall be held on a day within a 15-day period that commences with the date upon which an elected governing board member takes office. This year the designated period of time is between December 12 and December 26, 2025.

During an Annual Organizational Meeting, a governing board must select a president, vice-president and/or clerk of the board, designate board representatives, and develop a board calendar.

RATIONALE: Tuesday, December 16, 2025, is the date of the Tracy Unified School District Board of Trustee's regular meeting which complies with the Education Code requirement for holding the Annual Organizational Meeting. Within 15 days prior to the date of the annual meeting, all board members and members-elect shall be notified in writing of the date and time selected for the meeting.

FUNDING: N/A.

RECOMMENDATION: (1) Elect Officers; (2) Appoint Representatives to the Following Committees: Budget; City/Schools Liaison; District Attendance Area; Facilities Advisory; School Safety; Special Education; Tracy Learning Center/Ad Hoc Board Member; Tracy Parks and Community Services Commission; San Joaquin Chapter School Boards Association; and (3) Approve 2026 Board Calendar.

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

TRACY UNIFIED SCHOOL DISTRICT
ORGANIZATIONAL MEETING HELD DECEMBER 16, 2025

2026 COMMITTEES:	ALEXANDER	CHEESEMAN	FAGIN	HAWKINS	SECKER	SILCOX	TRAINA
OFFICERS							
BUDGET **(3) Members** **(1) Alternate**							
CITY/SCHOOLS LIAISON **(3) Members** **(1) Alternate**							
DISTRICT ATTENDANCE AREA **(2) Members**							
FACILITIES ADVISORY **(3) Members** **(1) Alternate**							
SCHOOL SAFETY **(3) Members** **(1) Alternate**							
SPECIAL EDUCATION **(1) Member**							
TRACY LEARNING CTR/AD HOC BOARD MEMBER **(1) Member** **(1) Alternate**							
TRACY PARKS & COMMUNITY SERVICES COMMISSION **(1) Member** **(1) Alternate**							
SAN JOAQUIN CHAPTER SCHOOL BOARDS ASSOC. **(1) Member** **Secker: Appointed 1/14/25**					Three Year Term		

TRACY UNIFIED SCHOOL DISTRICT
APPROVED DECEMBER 17, 2024

2025 COMMITTEES:	ALEXANDER	CHEESEMAN	FAGIN	HAWKINS	SECKER	SILCOX	TRAINA
OFFICERS			VICE PRESIDENT	CLERK		PRESIDENT	
BUDGET Alexander, Cheeseman, Hawkins (Alt – Secker)					ALTERNATE		
CITY SCHOOLS Alexander, Silcox, Traina (Alt – Fagin)			ALTERNATE				
DISTRICT ATTENDANCE AREA Fagin, Hawkins							
FACILITIES ADVISORY Fagin, Secker, Silcox							
SCHOOL SAFETY COMMITTEE Alexander, Hawkins, Traina (Alt – Fagin)			ALTERNATE				
SPECIAL EDUCATION Cheeseman, Secker, Traina							
TRACY LEARNING CTR/AD HOC BOARD MEMBER Alexander (Alt – Silcox)						ALTERNATE	
TRACY PARKS & COMMUNITY SERVICES COMMISSION Fagin (Alt – Hawkins)				ALTERNATE			
SAN JOAQUIN CHAPTER SCHOOL BOARDS ASSOC. Secker Appointed 1/14/25					Three Year Term		

TRACY
UNIFIED SCHOOL DISTRICT

Board of Education
Calendar of Meetings
2026

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

BOARD MEETING DATES 2026
01.13.26
01.27.26
02.10.26
02.24.26
03.24.26
04.14.26
04.28.26
05.12.26
05.26.26
*06.09.26
*06.23.26
08.11.26
08.25.26
09.08.26
09.22.26
10.27.26
11.10.26
12.15.26

* The June 9 and June 23 meetings will begin at 5:00 p.m.

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

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

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

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

Closed Session:

3.2.1 Reinstatements: AR#25-26/#09
Education Code §48912
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.

3.2.2 Confidential Student Matter: Early Graduation TISCS#10333903, TISCS #10358067, TISCS#10330389, THS#10361462
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.

Minutes: **7. Approve Regular Minutes of October 28, 2025.**
Action: Hawkins, Secker. **Vote:** Yes-7; No-0; Absent-0.

Audience: Shannon Bancroft, Monica Hawkins-Peralta, Maureen Riley, Brittani Ryan, Kyle Link, Chris Munger, Eloy Vento, Bob Brownne, Kristina Gonsales, Zoyla Patino, Erin Lebron, Tiffany Pouliot, Ronald Kovac, Jennifer Soto, Monica Hill, Ashley Fisher, Raney Shimozono, Corinne Vieira, Vanessa Barnes, Martha Reynoso, Kayla Vieira, Kaleigh Felisberto, Bill Maslyar, Derek Sprecksel, Tinoush Shahhosseini

Student Rep Reports:

8.1 Tracy High School FFA: Tyler Araujo, FFA President, and Secretary, Scott Paterson, provided recent highlights. Twelve students traveled to Indiana for the National FFA Convention. While there, members attended leadership workshops and explored the College and Career Expo. October 23rd, they hosted PreK to 1st grade students from St. Bernards for their annual pumpkin patch. They were happy to welcome students and families from the community to see what FFA is all about. Preparations are underway for their winter competition season, developing public speaking, and teamwork and leadership skills. This year's Vertical Raise fundraiser has collected over $19,000. Proceeds will go towards conference registration fees and competition participation. THS FFA began a new leadership opportunity for freshman and sophomores to prepare to be future leaders and chapter officers.

8.2 West High School FFA: Stephen Alvarado, Chapter Reporter, and Jesus Sierra, Chapter Secretary, informed in September WHS FFA members competed in the Opening and Closing Ceremonies Contest where several teams won gold, silver, and bronze. They hosted an annual fall festival with petting zoo and pumpkin decorating. 14 members of the chapter attended the Greenhand Leadership Conference then 30

members attended the Ag Career Summit and had the opportunity to network with FFA professionals. They currently have two fund raisers. They are selling potted poinsettias and Sees candy; both are perfect for the holidays. During the Annual Degree Night ceremony, recipients were recognized for all their hard work and participation. West High's JRROTC was there to present the colors, and choir sang the National Anthem. 260 students were honored with the Green Hand Degree.

Recognition & Presentations:

9.1 Recognize the Outstanding Employees of the Fall Term for the 2025-26 School Year The board recognized and congratulated Erin Lebron, Science Teacher Kimball High School (Certificated 9-12), Ronald Kovac, 8th Grade Core Teacher North School (Certificated 6-8), and Monica Coss, Kindergarten South West Park (Certificated K-5) as Outstanding Certificated Employees; Ruben Ceja Rodriguez, Utility II Stein High School (Classified 9-12), Kristina Gonsales, ISET Tech Hirsch Elementary and George Kelly Schools (Classified 6-8), and Zoyla Patino, Library Technician, Jacobson Elementary School (Classified K-5) as Outstanding Classified Employees, and Tiffany Pouliot, High School Secretary Stein High School as the Outstanding Management Employee of the Fall Term for the 2025-26 school year. They were presented with certificates.

9.2 Freiler Elementary School Principal Maureen Riley and Assistant Principal, Kyle Link, provided a Freiler update. Freiler Schools 2025 site goals are to prioritize intervention to ensure every student is supported in reaching grade level proficiency, to support English learners by improving ELD strategies, and to nurture social-emotional growth by committing to Second Step lessons during SEL Mondays. CAASPP testing scores increased in both ELA and Math. Unexcused tardies have fallen from 1429 last year, to 1223 this year. They have implemented an incentive program, including a 'tardy raffle', to encourage students to arrive to class on time. The Intervention Room and increased parent/teacher communication has helped to reduce suspension rates. $15,000 was raised during their annual Fun Run fundraiser! January 31st is Freiler Schools 25-year anniversary. They will have a time capsule opening ceremony on this day.

9.3 McKinley Elementary School Shannon Bancroft, McKinley Principal, Monica Hawkins Peralta, Assistant Principal, and fifth grade teacher, Raney Shimozona shared STEM activities that have been happening at McKinley. Students in grades K-3 have been working on projects and using tools like scientists, working with light and water, and studying forces in motion. The fourth and fifth grade classes have been studying the motion and force of vehicles using cars they built in class. Fourth and fifth grade is taking a trip to the Exploratorium tomorrow; the students are excited for this field trip. Family STEM Night was also a success. Students, staff, and parents had an informative night and a great time. Each student was able to bring home a STEM activity.

Information & Discussion Items:

10. There were no Information or Discussion Items.

Hearing of Delegations

11. Jennifer Soto, West High School marching band parent, wanted to give a shout out to their Music Director, Mr. Ramen. Other parents were also in the audience to

show appreciation for all he does for the band, orchestra, and jazz students at WHS. The Music Booster is struggling this year and is seeking any help and support they can get to better represent Tracy. They need uniforms and the band is growing. They are having a taco night fundraiser on January 31st. They also have a website now for the music program, with spirit wear for sale. The last Band Review is this weekend in Stockton, they will have the marching band in the parade, and the jazz and symphonic band will be performing.

Public Hearing:

12. There were no Public Hearings conducted.

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

13.1 Administrative & Business Services:

13.1.1 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

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

13.2 Educational Services:

13.2.1 Approve Wanda Hirsch Elementary School Revised School Site Plan and Budget for 2025-2026 School Year (Separate Cover)

13.2.2 Approve Special Contract Services Agreement with Communication Across Barriers Speech Clinics, Inc. for an Independent Education Evaluation (IEE)

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

13.2.4 Approve Agreement for Special Contract Services with John Amador for the Tracy High Drama-Choreography Assistant as the 2025-2026 School Year

13.2.5 Approve Agreement for Special Contract Services with Max Jorgensen as a Tracy High Drama-Music Assistant for the 2025-2026 School Year

13.3 Human Resources:

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

13.3.2 Approve Classified, Certificated and/or Management Employment

Action Items:

14.1 Administrative & Business Services:

14.1.1 Approve Resolution 25-07 Designation of Specific Material, Product, Thing, or Service for Procurement (Meehleis Modular Buildings)

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

14.1.2 Consider Claim No. 655211

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

14.1.3 Approve Studio W Architectural Services for the Kimball High School Building Project and Security Fencing (Separate Cover)
Action: Hawkins, Traina. **Vote:** Yes-7; No-0; Absent-0.

14.2 Educational Services:
14.2.1 Approve Agreement with the University of the Pacific for a Two-Week All-Inclusive Residential Pacific Summer High School Institute for Rising 9th Through 12th Grade Students
Action: Hawkins, Traina. **Vote:** Yes-7; No-0; Absent-0.
14.2.2 Adopt Resolution No. 25-08 Approving the Intent of the Continued Funding Application Authorizing the District to Enter into a Renewal of the Yearly Contract with the State for a Child Development Program for the 2026-2027 School Year and to Authorize Designated Personnel to Sign Contract Documents
Action: Secker, Cheeseman. **Vote:** Yes-7; No-0; Absent-0.

14.3 Human Resources:
14.3.1 Approve Revised Job Description for Director of Maintenance, Operations, and Transportation (MOT)
Action: Hawkins, Fagin. **Vote:** Yes-7; No-0; Absent-0.
14.3.2 Approve Revised Job Description for Coordinator of School Readiness Programs
Action Alexander, Secker. **Vote:** Yes-7; No-0; Absent-0.
14.3.3 Adopt and Acknowledge Revisions to Board Policy and Administrative Regulation 4200 Classified Personnel (First Reading)
Action: Hawkins, Alexander. **Vote:** Yes-7; No-0; Absent-0.
14.3.4 Adopt Revisions to Board Policy 4113.4, 4213.4, 4313.4 Temporary Modified/Light Duty Assignment (Second Reading)
Action: Fagin, Hawkins. **Vote:** Yes-7; No-0; Absent-0.

Board Reports:

Trustee Traina felt this was a wonderful meeting about growth and student learning; from the FFA presentations to the employee recognitions, Freiler nurturing growth, and McKinley sharing STEM in action. Trustee Secker had the opportunity to go to the construction trades career fair along with 150 TUSD students. There were a lot of opportunities for the students to learn more about future career options. Trustee Cheeseman was amazed to hear it is the 25-year anniversary for Freiler. She remembers when the school first opened. She had the opportunity to attend the Red-Carpet Anti Bullying event at KHS. They did an outstanding job; many students were recognized. She also attended the WHS JROTC Veterans Day ceremony. It was moving and beautifully done. Trustee Alexander congratulated the employees of the Fall term. She was very impressed with the FFA fundraising efforts and the goals of Freiler to prioritize interventions. Trustee Hawkins enjoyed the principal reports. He also recognized and congratulated the employees of the Fall term. Trustee Fagin said the presentations were awesome. He is thankful for all that is done for the students. The FFA representatives were dressed to impress, and their presentations were great. It is refreshing to hear of other activities other than sports. He truly appreciates the time, effort, and support the music parents provide. Trustee Silcox passed on comment.

Superintendent Report: Dr. Pecot recognized that Facilities Director Vento was at the meeting. The board passed funding for security fencing that was much requested and is much needed at Kimball. He appreciates Ms. Soto for coming to speak before the board to honor Mr. Ramen. He is a roll model for our students at West.

Adjourn: 8:02 pm.

_____ _____

Clerk Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: December 16, 2025
SUBJECT: **Receive Report on the California Assessment of Student Performance and Progress (CAASPP)**

BACKGROUND: The California Assessment of Student Performance and Progress (CAASPP) System was established on January 1, 2014, to replace the Standardized Testing and Reporting (STAR) Program. The CAASPP includes several components, including the State Summative Assessments, which are comprehensive, end-of-year assessments of grade-level learning which measure progress toward college and career readiness. The Summative Assessment is an online assessment administered to grades 3 through 8, and grades 11-12. Tests include English Language Arts, Mathematics, and Science (grades 5, 8, and once in High School 11/12). This report reflects the scores from the Spring, 2025 administration.

RATIONALE: The report includes information on District and individual school site scores on the Summative State Assessment from previous years and the 2024-2025 school year. With this comparison data we can see where improvements have been made and where additional work is still needed. This supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: There is no cost associated with this Agenda Item.

RECOMMENDATION: Receive Report on the California Assessment of Student Performance and Progress (CAASPP).

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: December 09, 2025
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

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

1. Sonia L Bradley - $1,500.00, check #1053. This Donation will be used towards items needed for Kimball's Boys' Basketball Program.

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

1. Dennis N. Icardi –$1,000.00, check #118. This donation is for the Fred & Lena Icardi Scholarship account.
2. Loyal Order of Moose Tracy Lodge 2283 - $500.00, check #742. This donation is for the boys' basketball program.
3. Tracy Phase 4, LLC - $1,000.00, check #65. This donation is to be split as follows: $500.00 to the boys' basketball program and $500.00 to the girls' basketball program.
4. Tracy Disposal Service Company - $1,500.00, check #51205. This donation is for the boys' basketball program.

Donations Received by Tracy Unified School District: STEM Department

1. Aryan Sengupta, Founder of Young & Bright Minds – Donated 500 solar panel kits valued at $2,110.00. These kits include a small solar panel, motor, fan blade, and alligator clip, and will allow 4th-grade students to build a sun-powered fan. This activity aligns with one of the district's 4th-grade priority standards.

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

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

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

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: November 19, 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
December 16, 2025

A.

Vendor:	Artificial Turf and Landscaping Inc.
Sites:	Hirsch Elementary
Item:	Proposal
Services:	Prep and Hydroseed of the TK Area
Cost:	$21,660.00
Project Funding:	Fund 25

B.

Vendor:	NDC National Demographic Corporation
Sites:	TK-8th Grade
Item:	Proposal
Services:	National Demographics, Inc. (NDC) will provide updated demographic research for Tracy Unified School District, including new rounds of student geocoding, updated enrollment projections, and the development of TK–8 attendance boundary scenarios. They will work with District staff to create and revise 1–4 initial boundary adjustment options and update projections again once the 2025 student data is available. Their work will include PowerPoint presentations, interactive ArcGIS maps, and optional Excel data tables.
Cost:	$24,000.00
Project Funding:	Developer Fees

C.

Vendor:	NDC National Demographic Corporation
Sites:	High Schools (9-12)
Item:	Proposal
Services:	NDC will provide a five-year high school enrollment forecast for Tracy USD, including projections for the district overall and for each high school. This work will incorporate TK–8 enrollment data and housing development data from Jefferson School District, along with data previously collected for Tracy USD. Deliverables will include PowerPoint presentations, ArcGIS online maps, and optional Excel tables.
Cost:	$8,000.00
Project Funding:	Developer Fees

D.

Vendor:	Musson Theatrical
Sites:	Kimball High School
Item:	Quote
Services:	Musson Theatrical replaced the failed Strand lighting palette control console.
Cost:	$17,453.51
Project Funding:	Developer Fees

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: November 19, 2025
SUBJECT: **Approve Accounts Payable Warrants (September and October 2025)**

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (September and October 2025)

Prepared by: Lori Nelson, Director of Financial Services.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: November 20, 2025
SUBJECT: **Approve Payroll Reports (September and October 2025)**

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (September and October 2025).

Prepared by: Lori Nelson, Director of Financial Services.

Pay Date 09/10/2025 **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	711,800.68	Teachers' Salaries
	1200	310.91	Cert Pupil Support Salaries
	1300	30,739.76	
	1900	6,312.24	Other Certificated Salaries
	2100	45,656.66	Instructional Aides' Salaries
	2200	195,426.98	Classified Support Salaries
	2400	19,359.29	Clerical & Office Salaries
	2900	31,827.62	Other Classified Salaries
	Total Labor	**1,041,434.14**	

Fund 01	SACS Object	Amount	
	3101	114,386.18	STRS On 1000 Salaries
	3102	267.40	STRS On 2000 Salaries
	3202	13,272.51	PERS On 2000 Salaries
	3301	13,516.62	
	3302	17,846.06	
	3501	374.71	State Unemploy On 1000 Salary
	3502	145.92	State Unemploy On 2000 Salary
	3601	12,856.13	Worker'S Comp Ins On 1000 Sal
	3602	5,015.44	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**177,680.97**	

Fund 09	SACS Object	Amount	
	2400	693.27	Clerical & Office Salaries
	Total Labor	**693.27**	

Fund 09	SACS Object	Amount	
	3302	53.03	
	3502	0.35	State Unemploy On 2000 Salary
	3602	11.89	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**65.27**	

Fund 11	SACS Object	Amount	
	1100	8,818.13	Teachers' Salaries
	1200	310.91	Cert Pupil Support Salaries
	2400	8,626.95	Clerical & Office Salaries
	Total Labor	**17,755.99**	

Fund 11	SACS Object	Amount	
	3101	1,743.65	STRS On 1000 Salaries
	3202	579.58	PERS On 2000 Salaries
	3301	132.37	
	3302	659.96	
	3501	4.56	State Unemploy On 1000 Salary
	3502	4.31	State Unemploy On 2000 Salary
	3601	156.66	Worker'S Comp Ins On 1000 Sal
	3602	148.04	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**3,429.13**	

Fund	12	SACS Object	Amount	
		1100	194.04	Teachers' Salaries
		2100	11,914.31	Instructional Aides' Salaries
		Total Labor	**12,108.35**	

Fund	12	SACS Object	Amount	
		3102	92.90	STRS On 2000 Salaries
		3202	1,988.91	PERS On 2000 Salaries
		3301	14.84	
		3302	755.03	
		3501	0.10	State Unemploy On 1000 Salary
		3502	5.95	State Unemploy On 2000 Salary
		3601	3.33	Worker'S Comp Ins On 1000 Sal
		3602	204.46	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**3,065.52**	

Fund	13	SACS Object	Amount	
		2200	26,267.27	Classified Support Salaries
		2400	85.40	Clerical & Office Salaries
		Total Labor	**26,352.67**	

Fund	13	SACS Object	Amount	
		3202	4,660.08	PERS On 2000 Salaries
		3302	1,726.00	
		3502	13.17	State Unemploy On 2000 Salary
		3602	452.22	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**6,851.47**	

Pay Date 09/30/2025 **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	6,177,023.11	Teachers' Salaries
	1200	775,881.72	Cert Pupil Support Salaries
	1300	744,637.29	Cert Suprvsrs' & Admins' Sal
	1900	217,119.31	Other Certificated Salaries
	1999	0.00	1000 Salary Payroll Errors
	2100	837,390.86	Instructional Aides' Salaries
	2200	1,302,501.75	Classified Support Salaries
	2300	308,680.20	Class Suprvsrs' & Admins' Sal
	2400	666,662.01	Clerical & Office Salaries
	2900	75,164.08	Other Classified Salaries
	Total Labor	**11,105,060.33**	

Fund 01	SACS Object	Amount	
	3101	1,440,049.35	STRS On 1000 Salaries
	3102	13,923.75	STRS On 2000 Salaries
	3201	92,555.08	PERS On 1000 Salaries
	3202	818,568.94	PERS On 2000 Salaries
	3301	127,675.76	
	3302	230,778.08	
	3401	740,893.21	
	3402	384,161.89	
	3501	3,957.29	State Unemploy On 1000 Salary
	3502	1,594.29	State Unemploy On 2000 Salary
	3601	135,815.09	Worker'S Comp Ins On 1000 Sal
	3602	54,747.23	Worker'S Comp Ins On 2000 Sal
	3701	82,797.93	
	3702	37,936.38	
	3901	140.88	
	Total Contributions	**4,165,595.15**	

Fund 09	SACS Object	Amount	
	1100	222,754.54	Teachers' Salaries
	1200	12,270.00	Cert Pupil Support Salaries
	1300	11,682.51	Cert Suprvsrs' & Admins' Sal
	2100	1,798.54	Instructional Aides' Salaries
	2400	15,980.84	Clerical & Office Salaries
	Total Labor	**264,486.43**	

Fund 09	SACS Object	Amount	
	3101	47,120.98	STRS On 1000 Salaries
	3202	4,766.65	PERS On 2000 Salaries
	3301	3,308.81	
	3302	1,318.11	
	3401	20,779.92	
	3402	2,531.19	
	3501	123.35	State Unemploy On 1000 Salary
	3502	8.89	State Unemploy On 2000 Salary
	3601	4,233.43	Worker'S Comp Ins On 1000 Sal
	3602	305.09	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**84,496.42**	

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

Fund 11	SACS Object	Amount	
	3101	13,224.52	STRS On 1000 Salaries
	3202	3,489.77	PERS On 2000 Salaries
	3301	946.95	
	3302	993.24	
	3401	5,156.97	
	3402	2,058.00	
	3501	34.62	State Unemploy On 1000 Salary
	3502	6.53	State Unemploy On 2000 Salary
	3601	1,188.13	Worker'S Comp Ins On 1000 Sal
	3602	223.35	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**27,322.08**	

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

Fund 12	SACS Object	Amount	
	3102	624.00	STRS On 2000 Salaries
	3202	13,610.74	PERS On 2000 Salaries
	3302	4,394.82	
	3402	2,842.98	
	3502	33.06	State Unemploy On 2000 Salary
	3602	1,134.31	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**22,639.91**	

Fund 13	SACS Object	Amount	
	2200	224,582.45	Classified Support Salaries
	2300	51,811.09	Class Suprvsrs' & Admins' Sal
	2400	24,457.79	Clerical & Office Salaries
	Total Labor	**300,851.33**	

Fund 13	SACS Object	Amount	
	3202	73,120.39	PERS On 2000 Salaries
	3302	21,673.71	
	3402	23,185.46	
	3502	150.49	State Unemploy On 2000 Salary
	3602	5,162.56	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**123,292.61**	

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

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	617,941.70	Teachers' Salaries
	1200	932.72	Cert Pupil Support Salaries
	1300	1,191.82	
	1900	5,810.25	Other Certificated Salaries
	1999	0.00	1000 Salary Payroll Errors
	2100	77,851.90	Instructional Aides' Salaries
	2200	202,874.74	Classified Support Salaries
	2300	2,822.13	
	2400	26,885.54	Clerical & Office Salaries
	2900	17,930.24	Other Classified Salaries
	Total Labor	**954,241.04**	

Fund 01	SACS Object	Amount	
	3101	79,960.00	STRS On 1000 Salaries
	3102	106.96	STRS On 2000 Salaries
	3202	10,528.81	PERS On 2000 Salaries
	3301	12,139.71	
	3302	19,459.28	
	3501	313.22	State Unemploy On 1000 Salary
	3502	163.64	State Unemploy On 2000 Salary
	3601	10,739.95	Worker'S Comp Ins On 1000 Sal
	3602	5,634.78	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**139,046.35**	

Fund 09	SACS Object	Amount	
	2400	278.91	Clerical & Office Salaries
	Total Labor	**278.91**	

Fund 09	SACS Object	Amount	
	3302	21.34	
	3502	0.14	State Unemploy On 2000 Salary
	3602	4.78	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**26.26**	

Fund 11	SACS Object	Amount	
	1100	11,457.37	Teachers' Salaries
	1200	932.72	Cert Pupil Support Salaries
	2400	820.85	Clerical & Office Salaries
	Total Labor	**13,210.94**	

Fund 11	SACS Object	Amount	
	3101	2,243.19	STRS On 1000 Salaries
	3301	179.66	
	3302	62.79	
	3501	6.21	State Unemploy On 1000 Salary
	3502	0.41	State Unemploy On 2000 Salary
	3601	212.60	Worker'S Comp Ins On 1000 Sal
	3602	14.09	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**2,718.95**	

Fund 12	SACS Object	Amount	
	2100	9,640.06	Instructional Aides' Salaries
	2400	243.80	Clerical & Office Salaries
	Total Labor	**9,883.86**	

Fund 12	SACS Object	Amount	
	3102	34.84	STRS On 2000 Salaries
	3202	1,190.66	PERS On 2000 Salaries
	3302	573.81	
	3502	4.98	State Unemploy On 2000 Salary
	3602	169.61	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**1,973.90**	

Fund 13	SACS Object	Amount	
	2200	25,100.78	Classified Support Salaries
	Total Labor	**25,100.78**	

Fund 13	SACS Object	Amount	
	3202	1,898.71	PERS On 2000 Salaries
	3302	1,294.43	
	3502	12.53	State Unemploy On 2000 Salary
	3602	430.71	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**3,636.38**	

Pay Date 10/31/2025 **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	6,161,464.30	Teachers' Salaries
	1200	765,641.04	Cert Pupil Support Salaries
	1300	742,862.53	Cert Suprvsrs' & Admins' Sal
	1900	217,222.40	Other Certificated Salaries
	1999	0.00	1000 Salary Payroll Errors
	2100	844,243.81	Instructional Aides' Salaries
	2200	1,297,677.00	Classified Support Salaries
	2300	308,680.20	Class Suprvsrs' & Admins' Sal
	2400	663,776.74	Clerical & Office Salaries
	2900	73,205.97	Other Classified Salaries
	Total Labor	**11,074,773.99**	

Fund 01	SACS Object	Amount	
	3101	1,433,760.45	STRS On 1000 Salaries
	3102	13,923.75	STRS On 2000 Salaries
	3201	92,379.88	PERS On 1000 Salaries
	3202	816,746.15	PERS On 2000 Salaries
	3301	127,640.98	
	3302	231,040.89	
	3401	741,158.71	
	3402	388,194.08	
	3501	3,943.48	State Unemploy On 1000 Salary
	3502	1,592.83	State Unemploy On 2000 Salary
	3601	135,343.69	Worker'S Comp Ins On 1000 Sal
	3602	54,698.89	Worker'S Comp Ins On 2000 Sal
	3701	84,165.39	
	3702	38,074.46	
	3901	140.88	
	Total Contributions	**4,162,804.51**	

Fund 09	SACS Object	Amount	
	3101	47,409.99	STRS On 1000 Salaries
	3202	4,741.78	PERS On 2000 Salaries
	3301	3,315.68	
	3302	1,311.01	
	3401	20,788.70	
	3402	2,530.10	
	3501	124.11	State Unemploy On 1000 Salary
	3502	8.84	State Unemploy On 2000 Salary
	3601	4,259.40	Worker'S Comp Ins On 1000 Sal
	3602	303.50	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**84,793.11**	

Fund 09	SACS Object	Amount	
	1100	224,267.69	Teachers' Salaries
	1200	12,270.00	Cert Pupil Support Salaries
	1300	11,682.51	Cert Suprvsrs' & Admins' Sal
	2100	1,705.78	Instructional Aides' Salaries
	2400	15,980.84	Clerical & Office Salaries
	Total Labor	**265,906.82**	

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

Fund 11	SACS Object	Amount	
	3101	13,224.52	STRS On 1000 Salaries
	3202	3,489.77	PERS On 2000 Salaries
	3301	948.11	
	3302	984.89	
	3401	5,158.74	
	3402	112.61	
	3501	34.62	State Unemploy On 1000 Salary
	3502	6.53	State Unemploy On 2000 Salary
	3601	1,188.13	Worker'S Comp Ins On 1000 Sal
	3602	223.35	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**25,371.27**	

Fund 12	SACS Object	Amount	
	2100	53,423.48	Instructional Aides' Salaries
	2300	6,346.88	Class Suprvsrs' & Admins' Sal
	2400	5,515.53	Clerical & Office Salaries
	Total Labor	**65,285.89**	

Fund 12	SACS Object	Amount	
	3102	624.00	STRS On 2000 Salaries
	3202	13,541.66	PERS On 2000 Salaries
	3302	4,356.85	
	3402	2,851.81	
	3502	32.65	State Unemploy On 2000 Salary
	3602	1,120.30	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**22,527.27**	

Fund 13	SACS Object	Amount	
	2200	230,052.69	Classified Support Salaries
	2300	51,811.09	Class Suprvsrs' & Admins' Sal
	2400	22,203.57	Clerical & Office Salaries
	Total Labor	**304,067.35**	

Fund 13	SACS Object	Amount	
	3202	73,293.70	PERS On 2000 Salaries
	3302	21,915.46	
	3402	24,277.32	
	3502	152.07	State Unemploy On 2000 Salary
	3602	5,217.75	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**124,856.30**	

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: November 19, 2025
SUBJECT: **Approve Revolving Cash Fund Reports (September and October 2025)**

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (September and October 2025).

Prepared by: Lori Nelson, Director of Financial Services.

TUSD
REVOLVING CASH FUND
September 2025

Date	Num	Name	Memo	Paid Amount
09/03/2025	10196	CALIFORNIA DEPT OF TAX & FE...	01-0724-0-5750-3600-4300-840-9702	
			01-0723-0-1110-3600-4300-840-9702	-14.84
TOTAL				-14.84
09/03/2025	10195	Kristi Short	Registration M.Hepner Kristl's Floral Worksh...	
			01-3550-0-3800-1000-5200-700-2996	-120.00
TOTAL				-120.00
09/03/2025	10196	CALIFORNIA DEPT OF TAX & FE...	account 057-415033 letter L0032202686 PO26...	
			01-0723-0-1110-3600-4300-840-9702	-14.84
TOTAL				-14.84
09/08/2025	10197	Thai Cafe	SUP PO26-00353 9/8/25 event	
			01-0000-0-0000-7110-4300-800-1101	-190.50
TOTAL				-190.50
09/10/2025	10198	Jennifer Delucchi	ee 108598 9-10-25 SUPP	
			01-0000-0-1110-1000-1100-199-8999	-72.32
TOTAL				-72.32
09/10/2025	10199	Shauna Baker	ee 108229 9-10-25 SUPP	
			01-0000-0-1110-4100-1101-706-6502	-428.94
TOTAL				-428.94
09/17/2025	10200	Mi Esperanza	invoice 1595 event date 9/18/25 po26-01234	
			01-0000-0-1110-2140-4300-800-1009	-250.00
TOTAL				-250.00
09/17/2025	10201	California FCCLA	WHS Chapter Region 6 Training	
			01-3550-0-3800-1000-5800-700-2996	-120.00
TOTAL				-120.00
09/17/2025	10202	California FCCLA	KHS REQ26-01653 Region 6 Training	
			01-0965-0-6175-1000-5800-670-2962	-105.00
TOTAL				-105.00
09/17/2025	10203	California FCCLA	THS REQ26-01615 Region 6 Training	
			01-3550-0-3800-1000-5800-600-2996	-105.00
TOTAL				-105.00

TUSD
REVOLVING CASH FUND
September 2025

Date	Num	Name	Memo	Paid Amount
09/17/2025	**10204**	**WELLNESS TOGETHER**	**Invoice 13142391613 CONF 9-29-25 PREV S....**	
			01-0000-0-1110-2140-5200-800-2423	-846.50
TOTAL				-846.50
09/23/2025	**10205**	**TOGO'S**	**PO26-01617 Stemline 9/24/25**	
			01-0000-0-1110-2100-4300-810-2034	-167.12
TOTAL				-167.12
09/25/2025	**10206**	**Mi Esperanza**	**PO26-01766 PREK 9/26/25 event**	
			12-6127-0-7110-1000-4300-400-3002	-900.00
TOTAL				-900.00

TUSD
REVOLVING CASH FUND
October 2025

Date	Num	Name	Memo	Paid Amount
10/02/2025	10209	CALIFORNIA HIGHWAY PATROL	MOT PO26-00473 Test D.Bedolla	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
10/02/2025	10209	CALIFORNIA HIGHWAY PATROL	MOT PO26-00473 Test D.Bedolla	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
10/02/2025	10207	TOGO'S	PREK REQ26-01927 10/3/25 event	
			12-6127-0-7110-1000-4300-400-3002	-154.28
TOTAL				-154.28
10/02/2025	10208	Michael's Stores Inc & Subs	PO26-01774 SPED Shadow Box Order E3186...	
			01-6500-0-5750-1110-4300-800-2442	-417.85
TOTAL				-417.85
10/02/2025	10209	CALIFORNIA HIGHWAY PATROL	MOT PO26-00473 Test D.Bedolla	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
10/13/2025	10210	JENNIFER MESSENGER	Invoice 0023 WHS REQ26-01410 Great Gatsby	
			01-6770-0-1110-1000-5800-700-2744	-500.00
TOTAL				-500.00
10/14/2025	10211	Taqueria Las Comadres	WHS PO26-01823 10/15/25 FFA Event	
			01-7010-0-1110-1000-4300-700-6512	-432.73
TOTAL				-432.73
10/16/2025	10212	Panda Express	Stemline Event 10/16/25 PO26-01215	
			01-0000-0-1110-2140-4300-800-1009	-221.48
TOTAL				-221.48
10/27/2025	10213	North Inland Selpa	SCOE PO26-01897 Jason Davis Registration ...	
			01-6500-0-5750-2140-5800-800-2542	-49.00
TOTAL				-49.00
10/27/2025	10214	Gimkit	FES PO26-01443 IC45ZAMH-0001	
			01-3010-0-1110-1000-4300-190-3002	-650.00
TOTAL				-650.00

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: November 6, 2025
SUBJECT: **Approve Agreement for Special Contract Services with Educational Plan Support Services, LLC, for Consulting and Support Services on the District LCAP**

BACKGROUND: Governing Board approval is requested to contract consulting and support services on the Tracy Unified School District's yearly Local Control and Accountability Plan (LCAP). The District's Director of Continuous Improvement, State and Federal Programs is responsible for all aspects of the TUSD LCAP – developing, updating, data-gathering, reporting, working with stakeholder groups, monitoring for adherence and financial solvency. The LCAP is a complex series of documents with strict timelines and reporting requirements that must meet State requirements and is currently required to be formally updated and submitted to the State twice yearly. In order to ensure that all of these requirements are met in a timely manner, the District is requesting to contract with Educational Plan Support Services, LLC (EPSS), to help support, navigate and advise District staff on all of these requirements and deadlines.

RATIONALE: As the LCAP is the main funding/revenue Plan for the District, it is critical that the District leverage the expertise of Educational Plan Support Services. The reporting requirements for both LCAP writing and mid-year reviews continue to evolve. Contracting with EPSS will allow the District to draw on the experience of EPSS to include all newly identified requirements into the LCAP revisions. In doing so, the District is in a strong position to maximize the ongoing revenues received.

The services provided will be as follows:

- Direct support to the District in completion of the 2025-2026 LCAP, inclusive of all requirements of Education Codes (EC) as they apply to the LCAP and the Statewide System of Supports
- Provide direct support to the Project Leader as a thought partner as requested in completion of the 2026-27 LCAP, inclusive of all requirements of Education Code Article 4.5 Local Control and Accountability Plans and the Statewide System of Supports as applicable.

- Create resources for gathering feedback from Educational Partners (stakeholders) and assist in disseminating data on the results of such feedback.
- Review and supply feedback as the LCAP is built and completed.
- Adhere to any timelines mutually agreed upon between TUSD and EPSS

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 $17,000.00 for the remainder of the 2025-2026 year (through June 30, 2026). The costs will be paid out of District LCAP Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Educational Plan Support Services, LLC, for Consulting and Support Services on the District LCAP.

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

MEMORANDUM OF UNDERSTANDING
(MOU) BY AND BETWEEN
THE TRACY UNIFIED SCHOOL DISTRICT AND
EDUCATIONAL PLAN SUPPORT SERVICES, LLC
November 12, 2025 through June 30, 2026

This Agreement is made and entered into this 12th day of November 2025, by and between Tracy Joint Unified School District, an Independent Contractor (hereinafter "TUSD"), and Educational Plan Support Services, LLC (hereinafter "EPSS").

I. PURPOSE
The purpose of this agreement is to provide resources and expertise for the development of the Tracy Joint Unified School District 2026-27 Local Control and Accountability Plan.

The parties, TUSD and EPSS mutually agree to the following terms and condition:

II. SCOPE OF SERVICES
TUSD shall:

A. Provide a Project Leader to be a thought partner in the development of the 2025-26 LCAP Mid-Year Report
B. Provide a Project Leader to be a thought partner in the development of the 2026-27 LCAP.
C. Provide access to the 2026-27 LCAP draft documents through Document Tracking Services and any other platform TUSD utilizes for development of the 2026-27 LCAP.
D. Provide access to the 2026-27 Draft Parent/Student/Staff Survey(s).
E. Compose the 2026-27 LCAP, inclusive of all requirements of Education Code Article 4.5 Local Control and Accountability Plans and the Statewide System of Supports [52059.5 – 52077] as applicable.
F. Adhere to any timelines mutually agreed upon between TUSD and EPSS.

EPSS shall:

A. Provide direct support to the Project Leader as a thought partner as requested in development of the 2025-26 LCAP Mid-Year Report.
B. Provide direct support to the Project Leader as a thought partner as requested in completion of the 2026-27 LCAP inclusive of all requirements of Education Code Article 4.5 Local Control and Accountability Plans and the Statewide System of Supports [52059.5 – 52077] as applicable.
C. Create resources for gathering feedback from Educational Partners.
D. Review and provide feedback to TUSD on the 2026-27 Draft Parent/Student/Staff Survey(s) to include opportunities for direct feedback related to the 2025-26 LCAP actions.
E. Review and provide feedback to TUSD on the 2026-27 LCAP in accordance with Education Code Article 4.5 Local Control and Accountability Plans and the Statewide System of Supports [52059.5 – 52077] as requested by TUSD.
F. Adhere to any timelines mutually agreed upon between TUSD and EPSS.

III. Compensation:

A. The TUSD shall provide compensation to EPSS at a rate not to exceed $17,000.
B. EPSS will submit an invoice to the TUSD for all services as follows: March 15, 2026 and June 30, 2026
C. The TUSD shall make payments within 30 days of the receipt of invoice from EPSS.

IV. GENERAL PROVISIONS

A. The term of this Agreement shall be in operation commencing on the twelfth day of November 2025 through June 30, 2026. If the Participants mutually agree, and funding is available, this Agreement may be renewed for an additional 12-month period, July 1, 2026 through June 30, 2027. This Agreement may be amended by mutual consent of the Participants and may be terminated by either Participant upon thirty (30) days advance written notification.
B. Indemnification: The TUSD shall, at its expense, defend, indemnify and hold harmless the EPSS from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of the TUSD, its employees, officers, agents or subcontractors. The EPSS shall, at its expense, defend, indemnify and hold harmless the TUSD and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of the EPSS, its employees, officers, agents or subcontractors.

Tania Salinas
Associate Superintendent of Business Services
Tracy Joint Unified School District

Date

Brandon Hitchcock, Member
Educational Plan Support Services, LLC

10/06/2025
Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: November 11, 2025
SUBJECT: **Approve Agreement with Manhattan Concert Productions to Provide Expanded Learning Opportunities to TUSD Students Under the Expanded Learning Opportunities Program Plan and Prop 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 Manhattan Concert Productions and the Tracy Unified School District. Manhattan

Concert Productions will coordinate participation for students from Merrill F. West High School's Choral Leadership Academy/Boys and Girls Club, who have been selected to perform at Carnegie Hall in New York City on Monday, June 15, 2026. A total of sixty students and seven chaperones will travel to New York City from Friday, June 12, through Tuesday, June 16, 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 Manhattan Concert Productions will not exceed $175,661.00. Transportation will be provided by TUSD.

RECOMMENDATION: Approve Agreement with Manhattan Concert Productions to Provide Expanded Learning Opportunities to TUSD Students Under the Expanded Learning Opportunities Program Plan and Prop 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 Manhattan Concert Productions, 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: West High School Choral Leadership Academy has been accepted to perform John Rutter's Requiem at the world-renowned Carnegie Hall in New York City with Manhattan Concert Productions. Sixty Merrill F. West High Students will be in New York City from June 12, 2026 through Tuesday June 16, 2026 with the concert at Carnegie Hall Scheduled for Monday, June 15, 2026, at 8:00 PM. Manhattan Concert Productions Classic Package includes: Venue, Experience, Preparation, Post-Concert, Operations Staff, Forward Motion, Lodging, MTA Transit Pass, Entertainment, and Flight Assistance. The cost is not to exceed $175,661.00 for sixty students and 7 chaperone's.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location New York City - Carnegie Hall.

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

   a. District shall pay $175,661.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $175,661.00. 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 June 12, 2026, and shall terminate on June 16, 2026.

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

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

7. Contractor shall contact the District's designee, Rocio Garcia, at (209) 830-3294 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:

Contractor Signature Title	Tracy Unified School District
IRS Identification Number	Date
	01-9015-0-7110-2140-5800-430-2728, 12-6127-0-7110-2140-5800-400-3002 & 12-6127-0-7110-2140-5800-340-3002
Title	Account Number to be Charged
Address	Department/Site Approval
	Budget Approval
	Date Approved by the Board

manhattan concert productions

Manhattan Concert Productions LLC
236 W. 30th Street, Floor 15
New York, NY 10001
(212) 279-1147
billing@mcp.us

INVOICE

BILL TO
Merrill F. West High School
1775 W. Lowell Avenue
Tracy, CA 95376

INVOICE	26197-01
DATE	11/05/2025
DUE DATE	04/15/2026

PERFORMANCE DATE	VENUE & CITY	PACKAGE TYPE
Monday, June 15, 2026	Carnegie Hall, New York City	Classic

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Performer | Classic Package	Masterwork Series Dr. Deanna Joseph Quad Occupancy	60	1,649.00	98,940.00
Non-Performer | Classic Package	Single Occupancy	7	1,895.00	13,265.00
Flight	**Estimated** Round Trip Airfare Ground Transportation Included	67	650.00	43,550.00
Group Meals	**Estimated Per Person** (4) Hot Box Breakfasts: $80 (4) Box Lunches: $80 (4) Dinners: $190	67	350.00	23,450.00
Complimentary Director	CREDIT Non-Performer | Classic Package Single Occupancy	1	-1,895.00	-1,895.00
Complimentary Performer	CREDIT Performer | Classic Package Quad Occupancy	1	-1,649.00	-1,649.00

ACCEPTED FORMS OF PAYMENT
No Transaction Fee: Check, Money Order, or Bank Transfer (ACH) through Quickbooks Online.
3.1% Transaction Fee: Credit/Debit Card. Apple Pay, PayPal, & Venmo.

BALANCE DUE **USD 175,661.00**

Please make all checks payable to Manhattan Concert Productions and send trackable payments to:

Manhattan Concert Productions
Attn: Accounts Receivable
236 W. 30th Street, Floor 15
New York, NY 10001

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: November 18, 2025
SUBJECT: **Approve Yearly Renewal of Document Tracking Service (DTS) Service Agreement for 2026-2027**

BACKGROUND: Renewal of services between the Tracy Unified School District, the Tracy Independent Study Charter School and Document Tracking Services (DTS) to provide electronic documents templates for all TUSD School Plans for Student Achievement (SPSA's), the School Accountability Report Cards (SARCS), and the District Local Control Accountability Plan (LCAP) and any other related LCAP documents.

RATIONALE: Document Tracking Services (DTS) provides templates and translations for all mandated documents from English to Spanish, which meets county, state and federal compliance requirements once posted to the TUSD website. The agreement extends for one year: 1/1/26 to 12/31/26.

FUNDING: This purchase will be funded by District LCAP not to exceed $5,000.

RECOMMENDATION: Approve Yearly Renewal of Document Tracking Service (DTS) Service Agreement for 2026-2027.

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

DOCUMENT TRACKING SERVICES

November 13, 2025

Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376

Re: Document Tracking Services

PLEASE NOTE CORRECT DTS MAILING/REMIT ADDRESS

INVOICE #9537610

Pursuant to the licensing agreement between Tracy Unified School District and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [1/1/26 to 1/1/27]: **19 schools and District Personnel = 20 sites** **License Fee Discounted to $225/Site**	$4,500
Total Balance Due:	**$4,500**

Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Director
Document Tracking Services
10606 Camino Ruiz, Suite 8-132
San Diego, CA 92126
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Thank you!

Approved Per Payment (Signature)

Name/Role (Printed)

DOCUMENT TRACKING SERVICES

LICENSING AGREEMENT

This Agreement effective **January 1, 2026**, is made and entered into by **Tracy Unified School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.

   (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.

   (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.

B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.

C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.

D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.

E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.

F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.

   (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.

G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.

H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



I. License Fee. Licensee shall pay a fee of **$4,500**.

J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **$0**.

K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.

L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.

M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.

N. Definitions.

(i) Document. A document is defined as **a**) a specific template provided by CDE or; **b**) any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c**) individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.

* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.

(ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.

O. Document Setup Fee. DTS will charge a one-time setup fee of $200 per standard document up to a maximum of $850 for customized documents.

P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is $39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.

Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10606 Camino Ruiz, Suite 8-132
San Diego, CA 92126
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: November 13, 2025

Licensee

By: _____

Date: _____

Tracy Unified School District



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2026 School Accountability Report Card, English & Spanish (Custom Template)
2. 2026 School Plan for Student Achievement (Custom Template)
3. 2026 Local Control and Accountability Plan (CDE Template)
4. Others to be identified as needed.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: November 18, 2025
SUBJECT: **Approve Annual License Renewal for Survey Monkey, Inc. Access**

BACKGROUND: Renewal of services between the Tracy Unified School District and Survey Monkey to provide electronic, blank survey templates, survey results, data, and feedback. These various surveys are created and accessed by multiple District Departments

RATIONALE: Survey Monkey provides various stakeholder surveys that are required as part of the District's Local Control Accountability Plan (LCAP), as part of the District's Healthy Kids Grant, to meet State and Federal Funding compliance requirements and to solicit parent and student feedback on various issues.

FUNDING: This purchase will be funded by District LCAP not to exceed $5,000.

RECOMMENDATION: Approve Annual License Renewal for Survey Monkey, Inc. Access.

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

Billing Profile

Plan Type:	TEAM PREMIER Manage Team
Billing Frequency:	Every 12 Months
Next Billing Date:	Jan 23, 2026
Auto-renew:	Enabled Cancel
Next Renewal Amount:	$4,416
Tax Status:	Not exempt

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: November 4, 2025
SUBJECT: **Approve Renewal Quote for Site License with IXL Learning and Duncan Russell Community Day School from May 12, 2026 to May 12, 2027**

BACKGROUND: Duncan Russell Community Day School serves a small, high-risk student population, most of whom are English Learners who enroll after academic interruptions such as expulsion or SARB placement. Many face significant gaps in reading and math, making ongoing local progress monitoring essential. To address these challenges, the school combines direct instruction with adaptive technology that personalizes learning. IXL Learning provides individualized practice, immediate feedback, and real-time data in ELA and math, helping teachers target instruction and track growth. Expanding access to IXL strengthens the school's ability to deliver consistent, data-driven intervention aligned with each student's Personalized Learning and Support Plan (PLSP) and the SPSA goal of improving academic growth and college and career readiness.

RATIONALE: Funding for the IXL Learning platform is critical to providing consistent, data-driven intervention in ELA and Math for Duncan Russell Community Day School students. With 70% identified as English Learners and many entering below grade level, IXL offers personalized, standards-aligned instruction that adapts to each student's needs and accelerates learning. Integrating IXL into daily intervention allows teachers to track progress, target skill gaps, and adjust instruction in real time. Its English Language Development tools further support language acquisition and academic growth. Continued investment aligns with SPSA Goal 1: Personalized Academic Growth and College/Career Readiness for All Students and strengthens student readiness to transition successfully to a comprehensive school setting.

FUNDING: The cost, not to exceed $1,700.00, will be paid from Title 1 and Targeted EL Resource Supplemental Funding.

RECOMMENDATION: Approve Renewal Quote for Site License with IXL Learning and Duncan Russell Community Day School from May 12, 2026, to May 12, 2027.

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

IXL LEARNING

SALES CONTRACT

CONTRACT #1531899-1
November 4, 2025

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

CUSTOMER

Traci L Mitchell
Duncan Russell Community Day School
164 W GRANT LINE RD
TRACY, CA 95376

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Susan Shank	A23-4629922	1531899-1	May 12, 2026 - May 12, 2027

PAYMENT PLAN

Amount	Invoice date
$1,668.75	May 26, 2026
TOTAL	**$1,668.75**

Price valid until May 12, 2026

ACCEPTANCE OF SALES CONTRACT

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

Acknowledged and agreed to:

AUTHORIZED SIGNATURE _____ **DATE** 11/4/2025

LEARNING

TERMS AND CONDITIONS OF SALE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 21, 2025
SUBJECT: **Ratify Agreement for Contract Services Between World of Wonders Science Museum and South/West Park Elementary School for the 2025-2026 School Year**

BACKGROUND: The mission of the World of Wonders Science Museum is to offer hands-on, science-based exhibits and programs to stimulate discovery for all ages. The students can explore interactive exhibits that delve into topics such as energy, electricity, magnetism, and optics, fostering a deeper understanding of the world around them. Through interactive exhibits, educational programs, and outreach initiatives, the museum strives to make science accessible and enjoyable, encouraging a curiosity-driven approach to learning and discovery. By promoting inclusion and providing an engaging environment.

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

FUNDING: The cost, not to exceed $900.00, will be paid for through our Title 1 funds.

RECOMMENDATION: Ratify Agreement for Contract Services between World of Wonders Science Museum and South/West Park Elementary School.

Prepared by: Juan Lopez, South/West Park Elementary School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and World of Wonders Science Museum, 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: WOW will bring their educators into the classroom to create an engaging science experience for all students. This includes all science materials where students can experience different hands on scene activities at South/West Park Elementary. Scheduled for December 2, 2025

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of one day (December 2, 2025) (1) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location South/West Park Elementary.

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

   a. District shall pay $759.78 per [ ] **HOUR** [X] **DAY** [ ] **FLAT RATE**, not to exceed a total of $759.78. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

   c. District shall make payment on a [ ] **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 December 2, 2025, and shall terminate on December 3, 2025.

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

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

7. Contractor shall contact the District's designee, Juan Lopez, at (209) 830-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature — Title

20 - 3075595
IRS Identification Number

World of Wonders Science Museum
Title

2 N. Sacramento St.
Address

Lodi, CA 95240

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: November 3, 2025
SUBJECT: **Approve Overnight Travel for the Tracy High School Girls Wrestling Team to Participate in the MidCals Classic Tournament at Gilroy High School in Gilroy, CA January 23-24, 2026**

BACKGROUND: The Tracy High Wrestling team will participate in the MidCals Tournament at Gilroy High School in Gilroy, CA. Fourteen female athletes and two coaches will attend this event. They will travel to Gilroy on January 23-24, 2025. The team will travel by District van, driven by District approved drivers. The team will stay at the Holiday Inn Express in Morgan Hill. The team will be chaperoned by two coaches (Brandon Dennington and Clayton Bogetti) throughout the duration of the trip. Academic arrangements will be made between student athletes and their teachers.

RATIONALE: The overnight accommodation provides the THS Wrestling team with time to rest and prepare for the event. The Wrestling team is strengthened by the opportunity to compete together in this tournament. This time together will allow for "team building" on and off the mat. 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 Tracy High School Wrestling Booster Club will pay the tournament fee for the team and the cost of the hotel rooms. District funds will not be utilized. Individual athletes will pay for additional food and miscellaneous expenses.

RECOMMENDATION: Approve Overnight Travel for the Tracy High School Girls Wrestling Team to Participate in the MidCals Classic Tournament at Gilroy High School in Gilroy, CA January 23-24, 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: November 3, 2025
SUBJECT: **Approve Overnight Travel for the Tracy High School Wrestling Team to Participate in the Napa Valley Classic at American Canyon High School in Napa, CA January 8-10, 2026**

BACKGROUND: The Tracy High Wrestling team will participate in the Napa Valley Classic at American Canyon High School in Napa, CA. Fourteen female athletes and two coaches will attend this event. They will travel to Napa January 8-10, 2026. The team will travel by District van, driven by District approved drivers. The team will stay at the Clovis Holiday Inn Express in Clovis, CA. The team will be chaperoned by two coaches (Brandon Dennington and Clayton Bogetti) throughout the duration of the trip. Academic arrangements will be made between student athletes and their teachers.

RATIONALE: The overnight accommodation provides the THS Wrestling team time to rest and prepare for the event. The Wrestling team is strengthened by the opportunity to compete together in this tournament. This time together will allow for "team building" on and off the mat. 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 Tracy High School Wrestling Booster Club will pay the tournament fee for the team and the cost of the hotel rooms. District funds will not be utilized. Individual athletes will pay for additional food and miscellaneous expenses.

RECOMMENDATION: Approve Overnight Travel for the Tracy High School Wrestling Team to Participate in the Napa Valley Classic at American Canyon High School in Napa, CA January 8-10, 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: November 3, 2025
SUBJECT: **Approve Overnight Travel for the Tracy High School Wrestling Team to Participate in the Zinkin Classic at Buchanan High School in Fresno, CA December 18-20, 2025**

BACKGROUND: The Tracy High Wrestling team will participate in the Zinkin Classic at Buchanan High School in Fresno, CA. Fourteen male athletes and two coaches will attend this event. They will travel to Fresno December 18-20, 2025. The team will travel by District van, driven by District approved drivers. The team will stay at the Clovis Holiday Inn Express in Clovis, CA. The team will be chaperoned by two coaches (Brandon Dennington and Clayton Bogetti) throughout the duration of the trip. Academic arrangements will be made between student athletes and their teachers.

RATIONALE: The overnight accommodation provides the THS Wrestling team time to rest and prepare for the event. The Wrestling team is strengthened by the opportunity to compete together in this tournament. This time together will allow for "team building" on and off the mat. 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 Tracy High School Wrestling Booster Club will pay the tournament fee for the team and the cost of the hotel rooms. District funds will not be utilized. Individual athletes will pay for additional food and miscellaneous expenses.

RECOMMENDATION: Approve Overnight Travel for the Tracy High School Wrestling Team to Participate in the Zinkin Classic at Buchanan High School in Fresno, CA December 18-20, 2025.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: November 3, 2025
SUBJECT: **Approve Overnight Travel for the Tracy High School Boys Wrestling Team to Participate in the MidCals Classic Tournament at Gilroy High School in Gilroy, CA January 22-24, 2026**

BACKGROUND: The Tracy High Wrestling team will participate in the MidCals Tournament at Gilroy High School in Gilroy, CA. Fourteen male athletes and two coaches will attend this event. They will travel to Gilroy on January 22-24, 2025. The team will travel by District van, driven by District approved drivers. The team will stay at the Holiday Inn Express in Morgan Hill. The team will be chaperoned by two coaches (Brandon Dennington and Clayton Bogetti) throughout the duration of the trip. Academic arrangements will be made between student athletes and their teachers.

RATIONALE: The overnight accommodation provides the THS Wrestling team time to rest and prepare for the event. The Wrestling team is strengthened by the opportunity to compete together in this tournament. This time together will allow for "team building" on and off the mat. 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 Tracy High School Wrestling Booster Club will pay the tournament fee for the team and the cost of the hotel rooms. District funds will not be utilized. Individual athletes will pay for additional food and miscellaneous expenses.

RECOMMENDATION: Approve Overnight Travel for the Tracy High School Boys Wrestling Team to Participate in the MidCals Classic Tournament at Gilroy High School in Gilroy, CA January 22-24, 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 Bowell, Associate Superintendent of Educational Services
DATE: November 24, 2025
SUBJECT: **Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at North School for the 2025 - 2026 School Year**

BACKGROUND: The Artist-in-Residence Program is provided by the San Joaquin County Office of Education. The program will provide artists who will work with students Kindergarten through fifth grade for six (6) sessions. Students will learn basic art concepts and carry out various art projects.

RATIONALE: In the past we have been fortunate enough to have the San Joaquin County office of Education, Artist-in-Residence Program provide our students with an opportunity to learn about art in a new way. This program was a wonderful success. Students and teachers were very pleased with not just the art but with the full lessons presented during the art classes. Many students do not get the opportunity to use art in their homes or to go to museums. Opening their eyes to art is vital and also increases their use of language in a meaningful context. The instruction builds on verbal skills and increases students' vocabulary. The art process helps to promote skills such as paying attention to details, critical thinking, reasoning, and improving visual and spatial acuity. The art projects are used to enhance writing and reading project-based learning for the Common Core Standards. This supports Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: This contract will be paid for with Site Title I. The North School contract for this MOU will not exceed $7176.00 to be paid out of Site Title I.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at North School for the 2025-2026 School Year.

Prepared by: Susan Hawkins, Principal, North School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and SJCOE Artist in Residence, 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: SCJOE Artist in Residence is to offer 8 art lessons for each of the 12 classroom at North School for the 2025-2026 school year

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 24 ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location North School.

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

   a. District shall pay $7,176.00 per [ ] **HOUR** [ ] **DAY** [X] **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 $n/a for the term of this agreement.

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

4. The terms of the agreement shall commence on January 7,2026, and shall terminate on May 29, 2026.

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

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

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature Title	Tracy Unified School District
IRS Identification Number	Date
Title Contract Manager	01-3010-0-1110-5800-340-3002 Account Number to be Charged
Address 2707 Transworld Drive, Stockton, CA	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 for Educational Services
DATE: December 12, 2025
SUBJECT: **Approve MOU for AFJROTC Marksmanship Program**

BACKGROUND: Merrill F. West High School will be starting a competitive marksmanship program in the Spring semester of the 2025-2026 school year. In order to begin the program, an MOU has been signed between West High and the regional office of the AFJROTC. This MOU outlines program requirements, parameters, and safety requirements.

RATIONALE: Establishing program requirements, parameters, and safety requirements for the new marksmanship program is an important step in ensuring the new program is thoughtfully put into place at West High School.

FUNDING: There is no cost to the district for this program.

RECOMMENDATION: Approve the MOU for AFJROTC Marksmanship Program.

Prepared by: Dr. Zachary Boswell, Associate Superintendent for Educational Services.

DEPARTMENT OF THE AIR FORCE
AIR UNIVERSITY (AETC)

8 DEC 2025

MEMORANDUM OF UNDERSTANDING

FROM: AFJROTC Unit CA-20161

SUBJECT: Memorandum of Understanding between Air Force Junior Reserve Officer Training Corps (AFJROTC) unit CA-20161 and Merrill F. West High School.

1. The purpose of this memorandum is to document an understanding between the parties involved. Parties include AFJROTC Unit CA-20161 and Merrill F. West High School.

2. A partnership between the parties mutually supports the mission and goals of each organization and will provide additional resources to accomplish training events without additional liability concerns. Participation in any marksmanship training program or sanctioned event by an AFJROTC cadet requires a **signed** parental consent form.

3. Merrill F. West High School will create opportunities for cadets to participate in marksmanship activities in conjunction with the AFJROTC curriculum.

4. AFJROTC Instructors will support marksmanship activities, to include classroom instruction and participation in marksmanship training involving firing on a CMP or school approved range.

5. The following controls will be established with regards to the rifle range:

a. Use of AFJROTC facility as enclosed range.

b. Access Control: Air Rifles will be stored in an indoor locked storage room, in a locked and alarmed AFJROTC facility room. During range operations, target side access doors will be locked and a barrier in place to prevent any personnel from being down range beyond the firing line.

c. Maintenance of the Range: Facility will be maintained by Tracy Unified School District personnel. Range equipment to be maintained by AFJROTC personnel under the supervision of a marksmanship certified AFJROTC instructor.

d. Hours the range may be used as mutually agreed upon with Merrill F. West High School. Normally, this will be before school, 0630-0830, Monday thru Friday in preparation for and during the junior marksmanship competition season.

e. Caliber of pellet: .177 pellet

f. Types of rifles to be used: Only approved CMP Precision and Sporter Air Rifles as defined in the current CMP 3P Rule Book.

g. Maintenance responsibilities of the weapons will be the responsibility of the AFJROTC program.

6. The following safety rules apply:

AFJROTC Instructors will complete the on-line Civilian Marksmanship Program (CMP) Junior Marksmanship Instructor Course (JMIC) and must teach the CMP's curriculum for the Air Rifle Safety and Marksmanship. Air rifle marksmanship will only be conducted by Certified AFJROTC instructors or coaches approved through the Senior Aerospace Science Instructor and certified by the CMP. Instructors **will not** conduct AFJROTC air rifle marksmanship training with students other than AFJROTC cadets. Prior to conducting marksmanship training, the Senior Aerospace Science Instructor will ensure compliance with all Air Force regulatory requirements as well as state and municipal laws and school system policies.

7. AFJROTC Unit CA-20161 and Merrill F. West High School continue to recognize that marksmanship training remains a solely volunteer program for AFJROTC cadets.

8. Effective date of the Memorandum of Understanding is 9 December 2025.

Aerospace Science Instructor

12/9/25
Date

School Principal

12/9/25
Date

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: November 21, 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
Flores, Anthony Director of Maintenance, Operations and Transportation	MOT	11/14/2025	Personal

BACKGROUND:

CLASSIFIED RESIGNATION

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Adams, Rebecca School Supervision Assistant	WMS	11/12/2025	Deceased
Alaoan, Destri Special Education Para Educator I	NES	11/12/2025	Accepted Position
Gomez, Claudia Para Educator I	NES	11/5/2025	Accepted Position

Falcao, Teresa School Supervision Assistant	NES	11/14/2025	Personal
Heim, Jacqueline Special Education Para Educator	BES	10/28/2025	Personal
Marino, Chiara IEP Para Educator	FES	11/11/2025	Accepted Position
Nava, Giselle IEP Para Educator I	THS	11/4/2025	Accepted Position
Trabanino, Melanie North School	NES	11/11/2025	Accepted Position

BACKGROUND: **COACH RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Barbontin-Jimenez, Christian Boys' JV Soccer	WHS	10/28/25	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: November 21, 2025
SUBJECT: **Approve Classified, Certificated, and/or Management Employment**

BACKGROUND:	**CERTIFICATED**
Mani, Deepa	McKinley Elementary School RSP TK-5 (Replacement) Class V, Step "A" 1 - $41,610.00 Fund: Special Education

BACKGROUND:	**CLASSIFIED**
Abad, Christina Marie	Preschool Instructor (New) Hirsch Preschool Range 36, Step E - $30.71 per hour Fund: Special Education Early Intervention
Alaoan, Destri	Para Educator II (New) North School Range 32, Step C - $25.47 per hour Fund: Targeted SES
Benevides, Maria Do Carmo	Para Educator I (Replacement) Jacobson School Range 24, Step C - $21.15 per hour Fund: Targeted SES

Camacho-Sibrian, Stephanie	Para Educator II (Replacement) Monte Vista Middle School Range 32, Step D - $26.67 per hour Fund: AMIM
Criado, Marissa	Para Educator I (Replacement) Williams Middle School Range 24, Step B - $20.17 per hour Fund: General Fund-Unrestricted
Gomez, Claudia	Para Educator/Hygiene Assistance (New) North School Range 30, Step D - $25.47 per hour Fund: General Fund
Gonzalez, Viridiana	School Supervision Assistant (Replacement) Jacobson School Range 21, Step E - $21.60 per hour Fund: General Unrestricted
Greensides, Sean	Food Service Warehouseman/Delivery Driver (Replacement) Food Services/Warehouse Range 36, Step C - $27.94 per hour Fund: Child Nutrition – School Program
Haun, Edward	Para Educator II (New) Stein Range 32, Step E - $27.94 per hour Fund: Targeted SES
Herrera De Portillo, Luisa	Food Service Worker (Replacement) Kimball School Range 25, Step E - $23.74 per hour Fund: Child _ Nutrition – School Program
Marino, Chiara	IEP Para Educator I (New) McKinley School Range 24, Step E - $23.19 per hour Fund: Special Education
Nava, Giselle	Special Education Para Educator I (Replacement) Tracy High School Range 30, Step B - $23.19 per hour Fund: Special Education

Rivas, Maribel	Food Service Worker (Replacement) Jacobson Elementary School Range 25, Step C - $21.60 per hour Fund: Special Education
Trabanino, Melanie	Special Education Para Educator I (New) North School Range 30, Step B - $23.19 per hour Fund: Special Education
Yasmeen, Adeela	IEP Para Educator I (New) Villalovoz School Range 30, Step B - $23.19 per hour Fund: Special Education

BACKGROUND:	**COACHES**
Behnam, Scott	Girls' Varsity Soccer West High School $7,537.34
Cueva, Genaro	Boys' Varsity Basketball Tracy High School $7,537.34
Dennington, Brandon	Wrestling Head Tracy High School $7,537.34
Dorado, Abel	Boys' Varsity Soccer West High School $7,537.34
Guzman, Kisha	Girls' JV Basketball Tracy High School $6,032.60
Johnson, Sean	Boys' Frosh Basketball Tracy High School $5,024.89
Juarez, Benjamin	Boys' Varsity Soccer Kimball High School $7,537.34
Kalis, Phillip	INTERIM Girls' Frosh/Soph Soccer Tracy High School $5,024.89

Kol, Pang Kimball High School	Boys' Frosh Basketball $4,354.90
Mahe, Mathew	Girls' Wrestling Assistant West High School $5,024.89
Sanchez, Serena	Girls' Wrestling Assistant Kimball High School $5,024.89

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: November 20, 2025
RE: **Approve Unpaid Student Teaching and Practicum Agreement with National University**

BACKGROUND: Tracy Unified School District encourages colleges and universities to place students in our schools to fulfill their requirements for obtaining their credential. This has aided the district in increasing the number of candidates that are available for teaching positions within the district. An agreement between National University and Tracy Unified School District will expand options for meeting staffing needs. This Agreement is effective from November 10, 2025, through November 9, 2030.

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 Unpaid Student Teaching and Practicum Agreement with National University.

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

National
UNIVERSITY

UNPAID STUDENT TEACHING AND PRACTICUM AGREEMENT

This Unpaid Student Teaching and Practicum Agreement ("Agreement"), effective as of the date of November 10, 2025, is made by and between National University, a California non-profit, public benefit corporation ("University"), located at 9388 Lightwave Ave., San Diego, CA 92123, and Tracy Joint Unified School District ("Institution"), which is located at 1875 West Lowell Ave., Tracy, CA 95376-2291, USA , (individually, each a "Party," and collectively, the "Parties"), who have partnered for the purpose of providing contractual services for students or a state-supported TK-12 educational service unit, with reference to the following facts:

1. RECITALS

1.1 Section 35160 of the California Education Code provides that the governing board of any Institution may initiate and carry on any program or activity or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which the Institution is established.

1.2 An agreement by Institution to provide student teaching or practicum to candidates enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "CTC") is not inconsistent with the purposes for which the Institution is established.

1.3 University is accredited by WASC Senior College and University Commission ("WSCUC"). University has met all of the preconditions prescribed by the California Commission on Teacher Credentialing ("CTC") to offer the following student teaching and practicum credential programs ("Programs"): Inspired Teaching and Learning, Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, Pupil Personnel Services Internship Credential - School Counseling, and Pupil Personnel Services Internship Credential - School Psychology.

1.4 The University desires that the Institution provide student teaching and/or practicum to candidates enrolled in the University's Programs. The Institution agrees to provide such student teaching and/or practicum opportunities to candidates enrolled in University's Programs under the terms and conditions specified in this Agreement.

2. DEFINITIONS

2.1 "Institution" shall be inclusive of any District, Charter, or School, as applicable, over which Institution has authority.

2.2 "Candidate" shall refer to a student enrolled in a program at the University which is approved by the CTC, and which leads to an education credential. Candidates actively participate in the duties and functions of a teacher, school administrator, school counselor, or school psychologist under the direct supervision and instruction of one (1) or more Site Support Provider(s).

2.3 "Site Support Provider" ("SSP") shall refer to an employee of the Institution holding a valid, clear teaching credential issued by the CTC and of whom has three (3) or more years' teaching experience. SSP will under no circumstances be recognized or treated as an employee of the University.

2.4 "University Support Provider" ("USP") shall refer to an employee of the University holding a valid credential issued by the CTC, a Pupil Personnel Services credential, or equivalent certification and experience as a teacher, school administrator, school counselor, school psychologist, or other education specialist.

2.5 "Quarter Unit" shall refer to the amount of academic credit earned by a Candidate through the successful completion, as determined by the University, of approximately twenty-fie (25) hours of Student Teaching or between twenty (20)-to-forty (40) hours of Practicum.

2.6 "Student Teaching" shall refer to the active participation by a Candidate in the duties and functions of classroom teaching under the direct supervision and instruction of one (1) or more SSP holding the same credential as is being sought by the Candidate they support.

2.7 "Student Teaching Assignment" shall refer to the total assigned full days of Student Teaching which shall be comprised of five (5) days of Student Teaching a week for twelve (12)-to-eighteen (18) weeks, dependent upon the Candidate's program.

National UNIVERSITY

Student Teaching Assignments shall satisfy all requirements established by the CTC.

2.8 "Practicum" shall refer to the participation by a Candidate in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one (1) or more SSP in order to develop the Candidate's abilities in various aspects of their respective program.

2.9 "Practicum Assignment" shall consist of between ninety (90) and six hundred (600) hours of Practicum depending upon the Candidate's specific program requirements.

2.10 "Field Experience" and "Fieldwork" shall refer to the participation by a Candidate in the duties and functions of a school administrator under the direct supervision and instruction of a credentialed SSP. Under the supervision of one (1) or more SSP, Candidates shall be provided with the opportunity to demonstrate the full range of skills acquired during Practicum, develop additional knowledge and skills, and provide direct and indirect services to pupils, parents, and Institution staff in all areas of training. Field Experience/Fieldwork hours, location of participation, and qualifications vary depending upon the specific program requirements.

2.11 "Internship" shall refer to the participation by a Candidate in the duties and functions of a teacher, school administrator, school counselor, or school psychologist under the direct supervision and instruction of a credentialed SSP in the area listed on their credential. An "Intern" is a Candidate who is an employee of Institution or, as applicable, the Institution's district and is paid as per their salary schedule. Notwithstanding, Interns who are participating in a School Psychologist Internship may be unpaid, depending on the placement and as approved by University in writing prior to placement.

2.12 "School Psychology Internship" shall refer to the participation by an Intern in the duties and functions of a school psychologist under the direct supervision and instruction of a credentialed SSP with a minimum of three (3) years of experience. Under the supervision of one (1) or more SSP, School Psychology Internship Interns shall be provided with the opportunity to demonstrate the full range of skills acquired during practicum or early field experiences, develop additional knowledge and skills, and provide direct and indirect services to pupils, families, and school staff in all areas of training as specified by the CTC and the National Association of School Psychologists ("NASP"). The hours, location of participation, and qualifications applicable to a Candidate's School Psychology Internship will vary depending upon the specific requirements of the Candidate's program.

3. TERMS AND CONDITIONS

3.1 3.1

3.2 Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum. Institution shall provide University Candidates with Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum, as applicable, in schools and classes of the Institution under the direct supervision and instruction of a qualified SSP. University and Institution from time to time shall agree as to the number of Candidates assigned to the Institution for Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum. Institution SSP will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by observing lessons with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction.

3.2 Institution Determination. Institution at its sole discretion may refuse to accept, or may terminate, any Candidate assigned to the Institution for Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum based upon its good faith determination that the Candidate is not performing to the standards of the Institution. Upon written notification by Institution, University shall promptly terminate the Candidate's assignment to Institution.

3.3 University Determination. University shall determine the number of units of Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum each Candidate shall receive. Candidates shall be able to be eligible, subject to University and Institution's mutual determination, for more than one (1) Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum assignment at Institution.

3.4 Site Support Provider Honorarium. As set forth within Exhibit A, attached hereto and incorporated herein by this reference, University shall provide the SSP with an honorarium for supervision of Candidates in specific Student Teaching,

National UNIVERSITY

Field Experience/Fieldwork, and/or Practicum assignments at the completion of each semester or quarter, based on the number of units earned by the Candidate or by an otherwise predetermined amount set by University. Supervision of Candidates in Internship assignments is not eligible for honorarium.. Notwithstanding, in no event shall the total honorarium amount for supervision per Candidate exceed six hundred dollars ($600.00). Institution acknowledges that honorariums issued are dependent upon the length of supervision provided for each Candidate, and incomplete assignments are assessed on a pro-rated basis to the nearest completed quarter or semester unit, as reflected in Exhibit A. University shall pay SSP directly within thirty (30) days from completing SSP assignment..

3.5 Insurance. Institution and University will each obtain and maintain a broad form commercial general liability insurance policy with coverage of at least one million dollars ($1,000,000) for each occurrence and two million dollars ($2,000,000) in the aggregate, with no exclusion for molestation or abuse. The Parties will provide proof of such insurance upon execution of this Agreement to each other. For purposes of this Agreement, each of the Parties will provide workers' compensation insurance coverage for their own employees, and Candidates are not employees of the Institution. See Exhibit 1 for additional University insurance requirements.

3.6 Representations. University represents that all Candidates assigned to Institution for Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum are validly enrolled in a University credential program approved by the CTC. University makes no other representation, express or implied, about, or assumes any responsibility for, the Candidate's fitness or qualification to participate in the Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum. Nothing in this Agreement shall be construed as a delegation by Institution to University of any of Institution's duties and responsibilities for operation or supervision of the schools or classes of Institution.

3.7 Certificate of Clearance. In accordance with California Education Code Section 44320, each credential Candidate prior to assignment to Institution must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. University will ensure that Candidates receive a Certificate of Clearance prior to beginning their assignment at Institution or hold a valid document issued by the CTC accounting for fingerprint clearance.

3.8 Tuberculosis Clearance. In accordance with California Education Code Section 49406, each credential Candidate prior to assignment to Institution must obtain at the Candidate's sole expense an examination by a licensed physician or surgeon within the past sixty (60) days from placement start date to determine that they are free of active tuberculosis.

3.9 Video Assessment. Institution and University agree that the use of video recording equipment on any Institution property, including but not limited to, Institution classrooms, is solely for the purpose of assessing Candidates as part of the credentialing process. As applicable to a particular program, University requires use of video recording for Candidate reflection and as required by the California Teaching Performance Assessment ("CalTPA"), the Educational Specialist California Teaching Performance Assessment ("EdSp CalTPA"), and/or the California Administrator Performance Association ("CalAPA") to reflect, to the extent possible, a Candidate's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. Institution shall inform Candidates of video recording policies in place for the CalTPA, EdSp CalTPA, and CalAPA task video capture requirement. Institution shall also provide SSPs with any and all applicable rules, regulations, and instructions relating to the assessment of Candidates. University and Institution agree no video recording of any Candidate will occur without prior written notification of the name of the Candidate as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. The principal of the school within the Institution where video recording is desired to take place shall provide written approval of said video recording, subject to the receipt of all necessary authorizations from the parents and/or guardians of Institution students who may be recorded as a result of the same. University and Institution agree no video recording of any Institution student shall be permitted to occur without the express written approval and authorization from the student's parent and/or guardian or as is otherwise consistent with Institution's policy.

3.10 Control, Supervision, and Evaluation of Assessment. The control, supervision, evaluation, and/or direction of all Candidates and any other University personnel in connection with the assessment of the Candidate will be at the University's sole and exclusive discretion.

3.11 Confidentiality of Student Records. For purposes of this Agreement, and pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), University designates Institution as having a legitimate educational interest in the educational records of any Candidate who participates in the Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum experience at Institution to the extent that access to the records is required by Institution to carry out the relevant educational experience. Institution agrees to maintain the confidentiality of each

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Candidate's educational record in accordance with the provisions of FERPA.

3.12 Confidentiality of Institution Pupil Records. No Candidate will have access to or have the right to receive any Institution pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Candidate's Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum. The discussion, transmission, or narration in any form by Candidates of any individually identifiable pupil information, educational, medical, or otherwise, which is obtained in the course of the Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum experience, is forbidden except as a necessary part of the practical experience. To the extent a Candidate is given access, they are subject to the privacy regulations outlined in FERPA. Otherwise, Candidates shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum experience with University, its employees, agents or others.

3.13 Publicity. Neither University nor Institution shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

3.14 Unpaid Student Teaching, Field Experience/Fieldwork, Internship, and Practicum Parameters. University and Institution agree and understand that Student Teaching, Field Experience/Fieldwork, Internship, and Practicum Candidates are not employees of University or Institution and are not entitled to benefits of any kind or nature normally provided employees of University or Institution and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. A Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum Candidate's primary coverage for Candidate injuries shall be Candidate's personal medical insurance. Institution further understands and agrees to the following pursuant to the Fair Labor and Standards Act ("FLSA"):

a. The Student Teaching, Field Experience/Fieldwork, Internship, and Practicum Candidates and Institution understand that there is no expectation of compensation;
b. The Student Teaching, Field Experience/Fieldwork, Internship, and Practicum experiences are similar to that which would be given in an educational environment;
c. The Student Teaching, Field Experience/Fieldwork, Internship, and Practicum experiences are tied to a Candidate's formal education program by integrated coursework or the receipt of academic credit;
d. The Student Teaching, Field Experience/Fieldwork, Internship, and Practicum experiences' timeframes with the Candidate and Institution correspond to the program in which the Candidate is enrolled;
e. The duration of the Student Teaching, Field Experience/Fieldwork, Internship, or Practicum experience for each Candidate is limited to the duration of time required to either complete the Candidate's program's required hours or to complete the Candidate's course;
f. The Candidate's Student Teaching, Field Experience/Fieldwork, Internship, or Practicum compliments, rather than displaces, the work of Institution's paid employees while providing significant educational benefits to the Candidate; and
g. Institution understands that Candidate is participating in the Student Teaching, Field Experience/Fieldwork, Internship, or Practicum experience for experience and is not entitled to a job at the conclusion of the same.
h. Institution reserves the right to require PPS School Counseling Fieldwork/Practicum 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 SSP.
i. Student Teachers in Special Education, Teacher Education/Inspired Teaching and Learning (ITL) programs are guided by the current California Teacher Performance Expectations (TPE).
j. The TPE include, but are not limited to, the teaching of literacy skills as described in TPE 7; specifically, 7.6. Meaning Making, 7.7. Language Development, and 7.8. Effective Expression, as in accordance with PSA 24-01.

3.15 Orientation. Each SSP must complete an orientation provided by University regarding the University program curriculum and assessments applicable to the program in which the Candidate the SSP is supervising is enrolled. For SSP supervision of Candidates enrolled in Teacher Education and Special Education Support programs, SSP orientation includes a minimum of ten (10) hours of initial orientation provided through University on the program curriculum, effective supervision approaches, including, but not limited to, cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, and program curriculum and assessments, including, but not limited to, the Teaching Performance

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Expectations ("TPEs"), the California Teaching Performance Assessment ("CalTPA"), and the Educational Specialist California Teaching Performance Assessment ("EdSp CalTPA"). The orientation will include specific Literacy requirements for all candidates, pursuant to SB488, including the CA Dyslexia Guidelines: https://www.cde.ca.gov/sp/se/ac/documents/cadyslexiaguidelines.PDF; The SSP will work with the University Support Provider to ensure opportunities for observing and practicing all aspects of TPE 7 are provided to candidates. Planning of assessed lessons must include detailed TPE 7 experiences.

3.16 Institution Administrator. Any Institution with Candidates in Student Teaching, Field Experience/Fieldwork, Internship, or Practicum programs must have a fully qualified administrator holding an administrative services credential or equivalent.

3.17 Infectious Diseases. Institution shall inform and advise Candidates and USP regarding the current status of infectious diseases at Institution prior to arriving on site. Institution shall also provide appropriate PPE to Candidates and USP while on site.

3.18 Term. The term of this Agreement shall commence as of the Effective Date above and shall continue until November 9, 2030 in accordance with the terms and conditions in this Agreement (the "Term"). Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Provided, however, all Candidates completing Student Teaching, Field Experience/Field Work, Practicum, or Internship assignment(s) at Institution as of the date of such notice shall be permitted to complete their assignment(s) so long as said Candidate is not the cause of the termination of the Agreement.

3.19 Attorney's Fees. In the event any Party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing Party shall be entitled to a judgment or award against the other Party in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.

3.20 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid, addressed to the addresses set forth below, or to such other address or to such other person as any Party hereto shall designate to the other Party for such purposes in the manner hereinabove set forth. Personal delivery of such notice, demand, or communication may also be made to the above-described addressees and shall be deemed given as of the date of such delivery.

3.21 Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the transactions contemplated hereby and supersedes any prior agreements between the Parties with respect to the subject matter hereof, whether written or oral, and any such prior agreements are cancelled as at the date of this Agreement but without prejudice to any rights which have already accrued to either of the Parties. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

3.22 Miscellaneous Provisions. This Agreement (i) shall be binding upon and inure to the benefit and be enforceable only by the Parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in any number of counterparts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the laws of the State of California.

3.23 Mutual Indemnification. University shall defend, indemnify and hold Institution, its Board, officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of University, its Board, officers, agents, or Candidates. Institution shall defend, indemnify and hold University, its Board, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Institution, its Board, officers, agents, employees or volunteers.

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3.24 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be communicated to the other Party in writing in advance of any filed litigation to provide the Parties a further opportunity to reach a resolution by means of formal mediation.

3.25 Limitation of Liability. Except for obligations to make payment under this Agreement, liability for indemnification, liability for breach of confidentiality, or liability for infringement or misappropriation of intellectual property rights, in no event shall either Party or any of its representatives be liable under this Agreement to the other party or any third party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues or diminution in value arising out of, or relating to, and/or in connection with any breach of this Agreement, regardless of whether such damages were foreseeable, whether or not it was advised of the possibility of such damages and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

3.26 Non-Discrimination. The Parties agree not to discriminate against any individual under this Agreement because of race, color, religion, sex, gender, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis.

3.27 Title IX. University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures (collectively, "Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on University-controlled or affiliated property, including institutions and entities with whom University places its employees or students. Further, such Regulations prohibit unequal treatment on the basis of sex/gender as well as sexual harassment, misconduct and violence. As a condition of employment, enrollment, doing business, or being permitted on University-controlled or affiliated property, the above-mentioned individuals, organizations, and entities must agree to: (1) Report any and all allegations of discrimination, harassment, (including sexual harassment, or violence) promptly to the Title IX Coordinator via the reporting form at the following link: https://www.nu.edu/reportit/,or by using one of the other methods of communication with the Title IX Coordinator found at the following link: https://www.nu.edu/title-ix/erp/; (2) Cooperate with University's investigation; and (3) Cooperate fully with all sanctions that University may impose against those who are found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, University reserves the right to take appropriate action, including but not limited to: immediate removal from University-controlled or affiliated property, discipline of employees and students (including termination of employment and/or enrollment); and/or termination of business or contractual relationships.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first written above.

National University

By: John A. Cicero

John Cicero
Provost and Chief Academic Officer

Dated: 11/10/2025

University Contact Information
Contract Coordinator
National University
9388 Lightwave Ave.
San Diego, CA 92123
(858) 642-8417
credcontracts@nu.edu

Tracy Joint Unified School District

By: _____

Tammy Jalique

Assocaite Superintendent for Human Resources

Dated: _____

(209) 830-3260

Address: 1875 West Lowell Ave., Tracy, CA 95376-2291, USA

_____

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EXHIBIT A

Honorariums

A maximum honorarium of $300.00 per course per Candidate is awarded for supervision of Candidates enrolled in the following University programs: **Inspired Teaching and Learning Teacher Education Credential; Special Education Credential;** and **Preliminary Administrative Services Credential**. The below table sets forth the honorarium amounts to be awarded based on the duration of supervision provided:

Traditional Setting			Block Setting		
One Period	25%	$300 x .25 = $75	One Period	33%	$300 x .33 = $99 rounded to $100
Two Periods	50%	$300 x .50 = $150	Two Periods	66%	$300 x .66 = $198 rounded to $200
Three Periods	75%	$300 x .75 = $225	Three Periods	100%	3 periods = $300
Four or More Periods	100%	4 periods or more = $300	**********	******	**********

A maximum honorarium of $150.00 per course per Candidate is awarded for supervision of Candidates enrolled in the following University programs: **Pupil Personnel Services Credential: School of Counseling** and **Pupil Personnel Services Credential: School of Psychology**. The below table sets forth the honorarium amounts to be awarded based on the duration of supervision provided:

Traditional Setting			Block Setting		
One Period	25%	$37.50	One period	33%	$50.00
Two Periods	50%	$75.00	Two Periods	66%	$100.00
Three Periods	75%	$112.50	Three Periods	100%	$150.00
Four Periods	100%	$150.00	**********	*****	*******

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Exhibit 1

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.

As an agent of _____, I am acknowledging the above insurance requirements as an addendum to the agreement in place with Tracy Unified School District dated _____.

_____ _____ _____
Name Title Date

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: November 19, 2025
SUBJECT: **Certify 2025-2026 Fiscal Year First Interim Report**

BACKGROUND: Education Code Section 42130 and 42131 require that the superintendent of each school district shall submit two reports to the governing board of the district during each fiscal year. The first report shall cover the financial and budgetary status of the district for the period ending October 31. The second report shall cover the period ending January 31. Both reports shall be approved by the district governing board no later than 45 days after the close of the period being reported. All reports required by this subdivision shall be in a format or on forms prescribed by the Superintendent of Public Instruction, and shall be based on standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127. The reports, and supporting data, shall be maintained and made available by the school district for public review.

The governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year.

In addition to the AB1200 oversight responsibilities generated in 1992, additional oversight responsibilities were added in 2004 with AB2756 requiring the San Joaquin County Office of Education and the Tracy Unified School District board review the assumptions supporting the multiple year projections. These two levels of review are included with the First Interim Report document.

It should be noted that the district has been experiencing declining enrollment of approximately 250 students per year.

Based on current assumptions, the First Interim Report confirms a positive review in which the district will be able to meet current obligations for the current and two subsequent fiscal years.

FUNDING: The first interim report generates no cost. It is merely a reporting of all projected revenues and expenses in the current and next two fiscal years. This report and the actions required to implement the changes will ensure the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent three fiscal years.

RECOMMENDATION: Certify 2025-2026 Fiscal Year First Interim Report.

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: November 20, 2025
SUBJECT: Approve ACME Construction Company, Inc. for the Stein High School Barbering CTE Facilities Project

BACKGROUND: Stein High School is expanding its Career Technical Education (CTE) pathways to include a Barbering Program designed to prepare students with the foundational skills, techniques, and industry knowledge necessary for future employment in the personal services field. This program aligns with state priorities around college- and career-readiness by giving students access to hands-on training, certification opportunities, and exposure to a rapidly growing industry sector. The creation of a dedicated barbering lab supports student engagement, workforce development, and post-secondary success.

RATIONALE: The Stein High School Barbering CTE project requires interior construction and modernization to create a safe, functional, and industry-aligned instructional space. The scope includes upgrades to electrical systems to support specialized equipment; plumbing improvements for wash stations and sanitation; and mechanical system enhancements to ensure proper ventilation and indoor environmental quality. These upgrades are essential for meeting CTE facility standards, improving program functionality, and ensuring compliance with health and safety requirements. Investment directly supports student career pathways and enhances the overall educational environment. The approval of ACME Construction is strongly supported as it provides Stein High School with a high-quality barbery facility with modern technology.

FUNDING: Total bid $216,570.00, funded through developer fees.

RECOMMENDATIONS: Approve ACME Construction Company, Inc. for the Stein High School Barbering CTE Facilities Project.

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

acme
Construction Company, Inc.
Professional Builders Since 1947

1565 Cummins Drive • Modesto, California 95358
(209) 523- 2674

	Stein Continuation HS Barber Shop		**11/18/2025**
	Tracy USD		
	Scope: Remodel (2) existing Modular Classrooms for Barber Shop Program		
	Plans by HMC Architects dated 10-9-25: Sheets P000, P2.01, P4.00, M000, M201, M60.00, E7.00, E2.11		
	CRAFT	SUBCONTRACTOR	BASE BID
	Floor Demo/Patching/T-Bar Ceiling Demo	Acme Construction	10,750
	Rough Carpentry	Acme Construction	4,000
	Finish Carpentry	Acme Construction	3,000
	Insulation	Alcal	5,160
	Framing/Drywall	Bruce Hall	23,332
	Paint	D.C. Vient	4,000
	Acoustical Ceilings	Western Bldg Mat	11,250
	VCTB (Install Only)	Western Bldg Mat	7,300
	FRP Board	Western Bldg Mat.	3,200
	Aluminum Storefront	NIC - By District	NIC
	Plumbing	Nicro	48,000
	HVAC/Sheet Metal	Nicro	9,500
	Electrical	Bockmon & Woody	45,940
	Door / Hardware	Pacific Builders Hardware	3,000
	Install OFCI Items:		
	Water Heater, Sinks, Toilet	Nicro	Inc.
	Exhaust Fans	Nicro	Inc.
	Interior Lighting	Bockmon & Woody	Inc.
	Acme General Conditions		18,450
		Subtotal w GC's	196,882
	Acme Fee	0.10000000	19,688
		Total Bid	216,570

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Construction Company, Inc.
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	QUALIFICATIONS:		
1.	No permit fees included.		
2.	Prevailing Wages are included.		
3.	No Builder's Risk Insurance included.		
4.	No Bond Costs included.		
5.	Water Heater OFCI		
6.	All sinks OFCI		
7.	Flooring NIC		
8.	Toilet OFCI		
9.	Exhaust Fans OFCI		
10.	Interior Lighting OFCI		
11.	Front Entrance Ramp In-Fill NIC		
12.	Window Coverings NIC		
13.	Barber Shop Furnishing/Equipment OFCI		
14.	Casework NIC		
16.	Barber Pole NIC		
16.	Exterior Painting NIC		
17.	Mechanical Controls/Wiring NIC		
18.	Storefront/Glazing NIC		
19.	Tackboard OFCI		

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: November 20, 2025
SUBJECT: **Approve the Cumming Group Proposal to Provide Project Management Services for the Installation of Four ELOP Portable Classrooms**

BACKGROUND: Tracy Unified School District is implementing Expanded Learning Opportunities Program (ELOP) improvements across four elementary school campuses: Poet, Jacobson, North, and Freiler. These projects will expand outdoor learning environments, support enrichment programs, and create spaces aligned with ELOP program requirements. To ensure effective delivery of these multi-site projects, the district requires professional construction management services to oversee project coordination, scheduling, contractor performance, and compliance with state funding guidelines.

RATIONALE: The ELOP improvements at the four campuses are funded through state allocations and must meet specific program, fiscal, and reporting requirements. Engaging Cummings Group for construction management ensures proper oversight, adherence to state timelines, cost control, and quality assurance throughout the project lifecycle. Their services will support the district in delivering safe, compliant, and high-quality learning environments that enhance after-school and extended-day programming for students.

FUNDING: ELOP and Fund 25. The overall project is estimated at $3,200,000.00. The proposed contract covers project management services only, billed on a time-and-materials basis, with costs not to exceed $92,778.00.

RECOMMENDATIONS: Approve the Cumming Group Proposal to Provide Project Management Services for the Installation of Four ELOP Portable Classrooms.

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

CUMMING
GROUP

3230 Monument Way
Concord, CA 94518
T 925 671 7717

cumming-group.com

November 4, 2025

Eloy Vento
Director of Facilities & Planning
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376

Re: Tracy Unified School District – 4 New ELOP Portable Classrooms – Cumming Group Proposal

Dear Mr. Vento,

Cumming Management Group, Inc. ("Cumming Group") is pleased to submit our Fee Schedule to provide project management services on the Tracy Unified School District – 4 New ELOP Portable Classrooms project. We have included our project understanding and fee in this proposal.

Cumming Group is excited about the prospect of continuing to work with the District's Facilities Team. If you have any questions regarding this proposal, please feel free to contact me at (775) 622-5591 or via email at Jorge.rojas@cumming-group.com.

Sincerely,

JORGE ROJAS
Vice President, Project Management, CCM, PMP

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3230 Monument Way
Concord, CA 94518
T 925 671 7717

cumming-group.com

Project Understanding

Project Description
The project involves the installation of four (4) new ELOP portable classrooms and any associated sitework. The work must be completed by May 2026. The estimated project cost is $3,200,000.

Scope of Services

Cumming Group proposes to provide comprehensive project management services from preconstruction through construction closeout phase. The estimated timeline for our services is **January 1, 2026 – June 30, 2026.**

General services that Cumming Group will provide:

Pre-Construction & Bidding Phase Services

Establish and Monitor the Master Schedule. Prepare a detailed schedule indicating milestones for each phase. Monitor and report on progress and problems. Advise the Owner of any risks and delays to the schedule and recommend corrective action to be taken.

Chair Regular Coordination Meetings. Meet with the owner to review all pertinent items related to the design phase, including the schedule, progress to date, required decisions, issues, and any other significant aspects of the process.

Contractor Prequalification. Assist the Contracts team in formulating a clear and concise scope of work and project requirements for the prequalification advertisement and questionnaire.

Vendor Request for Proposals (RFP). Complete RFP documents to establish the requirements for proposal submission by required consultants and vendors.

Project Planning and Strategy. Work closely project team to establish project objectives, scope, and timeline. Assess the project's feasibility, identify potential challenges, and develop risk mitigation strategies.

Walkthroughs. Coordinate walkthroughs with the project team and any other stakeholders to review existing site conditions for the design development.

Design Coordination. Work closely with the design team to ensure the design meets the client's needs and budget constraints and is feasible within the project timeline. Facilitate communication between all stakeholders to ensure the design is aligned with the project goals.

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T 925 671 7717

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Validate the Owner's Budget. Review the budget for all work categories. This will become the basis for all financial reporting as the project progresses toward completion.

Coordinate Milestone Reviews. Coordinate applicable project Peer Reviewers any and all applicable departments based on the project scope.

Attend Regular Design Phase Coordination Meetings. Meet with the Owner, design team, and consultants to discuss and review all items pertinent to the design phase, such as the schedule, progress to date, decisions required, problems, and other important items.

Facilitate the Bid Process: Prepare front end documents, assist in posting any required advertisements, conduct outreach to interested and prequalified (if applicable) contractors for pre-bid meeting attendance, conduct pre-bid meeting, and conduct bid opening.

Construction Phase Services

Maintain On-site Staff. Maintain a field staff to administer the work of the construction contractors. Inspect the work for conformity with plans and specifications.

Monitor the Progress of the Work. Review the contractors' construction schedules. Observe construction progress and report deviations from the schedule that will jeopardize job progress. Work with contractors to develop and implement correction actions.

Facilitate Project Documentation. Facilitate RFI, Submittal, PCO, and CO processes. Review for conformity with plans and specifications and provide recommendations.

Construction Quality Assurance. Observe and inspect work in progress, report defects and deficiencies, and recommend corrective action where required.

Maintain Job Site Records. Maintain a current record of contracts, drawings, and specifications. Keep a log of shop drawings, submittals, samples, and catalog data. File correspondence, directives, and meeting minutes.

Process Payment Requests. Develop and implement a procedure for reviewing and processing contractor payment applications. Review the contractor's schedule of values for use in processing payments.

Close-Out Phase Services

Develop a Close-out Schedule. Produce a detailed schedule of close-out activities. Include punch lists, equipment testing, start-up procedures, and occupancy.

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T 925 671 7717

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Assemble Operating Manuals and Warranties. Collect and catalog all procedure manuals and instructions. Collect all warranties. Provide these items to the owner in an organized manner.

Coordinate Final Inspections. Schedule and direct inspections to develop punch lists. Assist contractor in establishing substantial and final completion dates.

Close-out Construction Contracts. Work with the contractor to monitor the completion of punch list items and to finalize all outstanding changes in their scope of work. Authorize payment of retainages as work is completed to satisfy release.

Implement Start-up Procedures. Plan and monitor the start-up and adjustment of all building systems. Assist with any Owner activities during start-up.

Manage Warranty Work. Work with the Owner to ensure that the contractor honors their responsibilities in a timely manner.

Excluded Services

Design estimate and life-cycle cost analysis.

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GROUP

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Concord, CA 94518
T 925 671 7717

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Fee Proposal

We propose providing our services on a **time and materials basis** according to the Hourly Rate schedule below. We will invoice monthly in arrears based on actual time spent.

Proposed Fee: **NOT TO EXCEED $92,778**

CUMMING
GROUP

PLANNED PROJECT MANAGEMENT EFFORT

Project #:	Proposal Rev.1
Project Name:	Tracy USD - 4 New ELOP Classrooms
Start	1/1/2026
End	6/30/2026

Team Member	Phase >>> TOTAL	Pre-Con Jan-26	Pre-Con Feb-26	Construction Mar-26	Construction Apr-26	Construction May-26	Construction Jun-26
Available Hours	14,112	168	168	168	168	168	168
Project Staffing Hours							
Program Manager	25	4	4	4	4	4	4
Project Manager - John Jackson	412	42	84	84	84	84	34
Admin/Contracts - Starbrina Times	202	42	42	34	34	34	17
	-	-	-	-	-	-	-
Total Hours	638	88	130	122	122	122	55
Total Fee							
Program Manager	4,662	777	777	777	777	777	777
Project Manager - John Jackson	69,972	7,140	14,280	14,280	14,280	14,280	5,712
Admin/Contracts - Starbrina Times	18,144	3,780	3,780	3,024	3,024	3,024	1,512
	-						
Total Fee	92,778	11,697	18,837	18,081	18,081	18,081	8,001
Reimbursable							
	-						
	-						
	-						
Total Reimbursable Expenses	-	-	-	-	-	-	-

Hourly Rates

Program Manager – $185/hr.
John Jackson – Project Manager - $170/hr.
Starbrina Times – Administrative/Contracts Assistant - $90/hr.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: November 21, 2025
SUBJECT: **Approve TUSD Participation in the Piggyback Bid Between Clovis Unified School District and A-Z Bus Sales**

BACKGROUND: Transportation has two buses that have been deemed beyond repair, as the cost to fix them exceeds their current value. These buses now need to be replaced.

RATIONALE: Participation in Clovis Unified School District's piggyback bid #2963 for School Bus Vehicles will enable Tracy Unified School District to procure school buses in compliance with Public Contract Code 20118. District staff have conducted a thorough review of the contract's costs and terms and determined that the price is fair and competitive. Utilizing this piggyback contract will streamline the procurement process, ensure the timely acquisition of necessary resources while maintaining fiscal responsibility.

Approval of this agreement aligns with the District's Strategic Goal #5—continuously improving fiscal, facilities, and operational processes—by optimizing purchasing efficiency and leveraging cost-effective solutions.

FUNDING: General Fund

RECOMMENDATION: Approve TUSD Participation in the Piggyback Bid Between Clovis Unified School District and A-Z Bus Sales.

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

TRACY
UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Robert Pecot, Superintendent
DATE: December 1, 2025
SUBJECT: **Adopt Resolution No. 25.10 to Excuse Meeting Absence of Board Member**

BACKGROUND: Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to a hardship deemed acceptable by the board;"

RATIONALE: Board of Education member Olinga Alexander was absent for the regular meeting of September 9, 2025. The Board Trustees find that Olinga Alexander's absence from the meeting of September 9, 2025 was due to a hardship deemed acceptable by the Board of Education;

FUNDING: Unrestricted General Fund, Previously Budgeted.

RECOMMENDATION: Adopt Resolution No. 25-10 to Excuse Meeting Absence of Board Member.

Prepared by: Dr. Robert Pecot, Superintendent.

TRACY
UNIFIED SCHOOL DISTRICT

TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 25-10
RESOLUTION TO EXCUSE MEETING ABSENCE OF BOARD MEMBER

WHEREAS, Board Bylaw 9250 and Education Code §35120 provide that a Board member "may be paid for any meeting when absent if the board, by resolution duly adopted and included in its minutes, finds that at the time of the meeting the member is performing services outside the meeting for the school district, the member was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board;"

WHEREAS, Board of Education member Olinga Alexander was absent for the regular meeting held September 9, 2025 due to a hardship;

NOW, THEREFORE, BE IT RESOLVED that the Board Trustees find that Olinga Alexander's absence from the regular meeting of September 9, 2025 was due to a hardship deemed acceptable by the Board of Education;

BE IT FURTHER RESOLVED that the Board of Education therefore determines that Mrs. Alexander shall be paid for her absence from the regular meeting of September 9, 2025, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of December 16, 2025.

Resolved this 16th day of December, 2025 at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

Clerk, Board of Education
Tracy Unified School District

President, Board of Education
Tracy Unified School District

TRACY
UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Robert Pecot, Superintendent
DATE: December 8, 2025
SUBJECT: **Consider to Adopt an Increase to School Board Trustee Compensation or to Keep Status Quo**

BACKGROUND: Education Code Section 35120 permits school districts to compensate board members for meeting attendance. Tracy Unified School District currently provides trustees $400 per month; the maximum allowed for districts with an ADA over 10,000 and less than 25,000. AB 1390 increases the maximum monthly compensation allowed. It is anticipated to go into effect January 1, 2026.

RATIONALE: Under AB 1390, California Education Code Section 35120 authorizes school districts with an ADA between 10,001 and 25,000 to compensate each board member up to $2,000 per month for meeting attendance, an increase from the previous $400 limit. The compensation rates for school board members have not changed since 1984.

TUSD Board Bylaw 9250 states *any member who does not attend all Board meetings during the month is eligible to receive only a percentage of the monthly compensation equal to the percentage of meetings he/she attended.* A member may be compensated for meetings missed when the Board, by resolution, finds that he/she was performing designated District services at the time of the meeting or was absent because of illness, jury duty, or a hardship deemed acceptable by the Board.

FUNDING: N/A.

RECOMMENDATION: Consider to Adopt an Increase to School Board Trustee Compensation or to Keep Status Quo.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 7, 2025
SUBJECT: **Reaffirm Program Sponsorship and Assurance for the Tracy Unified School District Induction Program**

BACKGROUND: The Tracy Unified School Board is asked to reaffirm Induction Program Sponsorship and Assurances for continued operation of the Tracy Unified School District's Induction Program for preliminary credential holders. The following Program Sponsor Assurances, as listed in the General Pre-Conditions, must be guaranteed in order for program accreditation to be considered by the Commission on Teacher Credentialing. Some Preconditions are based on state laws, while others are established by Commission on Teacher Credentialing policy:

- Commission Assurances: To be granted continuing accreditation by the Committee on Accreditation, the program sponsor must:
  - (a) Assure that the sponsor will fulfill all of the applicable standards of program quality and effectiveness that have been adopted by the Commission.
  - (b) Assure that all candidates participating in public school-based filed activities hold a Certificate of Clearance from the Commission.
  - (c) Assure that the approved program sponsor will cooperate in an evaluation of the program by an external team or a monitoring of the program by a Commission staff member.
  - (d) Assure that the approved program sponsor will participate fully in the Commission's accreditation system, including the timely submission of documents required for accreditation.

RATIONALE: The California Commission for Teacher Credentialing has adopted and revised preconditions and program standards for the purpose of strengthening and streamlining the accreditation system. As a part of this process, The Tracy Unified Induction Program requests that the School Board reaffirm program sponsorship and assurances as written in the preconditions. This Agenda request supports District Strategic Goal 2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: Not applicable.

RECOMMENDATION: Reaffirm Program Sponsorship and Assurance for the Tracy Unified School District Induction Program.

Prepared by: Jennifer Kassel, Program Administrator for Professional Learning and Curriculum.

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: November 21, 2025
SUBJECT: **Adopt New Board Policy 4116 and Acknowledge Revisions to Administrative Regulation 4116 Probationary/Permanent Status (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 Probationary/Permanent Status, the District has created an Administrative Regulation and Board Policy (4116) to replace existing Administrative Regulation 4116 and to add Board Policy 4116.

RECOMMENDATION: Adopt New Board Policy 4116 and Acknowledge Revisions to Administrative Regulation 4116 Probationary/Permanent Status (First Reading).

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

PROBATIONARY/PERMANENT STATUS

The Governing Board desires to employ and retain highly qualified personnel to implement the district's educational program. Newly hired certificated personnel shall serve a probationary period during which the Board shall determine their suitability for long-term district employment.

Certificated employees who satisfactorily complete the probationary period shall be granted permanent status.

A probationary employee who has been employed by the district in position(s) requiring certification for two complete consecutive school years and is then reelected for the next succeeding school year shall become a permanent employee at the beginning of the third year. (Education Code 44929.21, 44929.23)

During the probationary period, employees shall receive professional development and assistance which may consist of in-service training and/or meetings with the employee's evaluator to discuss areas of strength and areas requiring improvement. Inservice training may be provided during school hours as part of a comprehensive staff development program.

The performance of each probationary employee shall be evaluated and assessed at least once every school year.

Dismissal/Nonreelection of Probationary Employees

During the school year, a probationary employee may be suspended or dismissed only for cause and in accordance with district procedures. (Education Code 44948.3)

With proper notice, the Board may, without cause, elect not to reemploy a probationary employee for the subsequent year. (Education Code 44929.21, 44929.23)

The superintendent or designee shall annually provide the Board with recommendations regarding the reelection or nonreelection of probationary certificated personnel for the ensuing school year.

At any time during a probationary employee's first year of employment in the district, the Board may give written notice to the employee of the Board's decision not to reelect the employee for a second school year. If the Board does not give written notice, the employee shall be deemed reelected for the next succeeding school year.

During the final year of the probationary period, the Board may decide not to reelect the employee for the following year, and shall so notify the employee in writing on or before March 15. If the Board does not give written noticed on or before March 15, the

PROBATIONARY/PERMANENT STATUS

employee shall be deemed reelected for the next succeeding school year. (Education Code 44929.21, 44948.5)

Such notices shall be delivered through personal service upon the employee, certified mail with return receipt, email, or another method which documents actual receipt of the notice by the employee.

LEGAL REFERENCE:

EDUCATION CODE

44466	Status of university interns
44850.1	No tenure in administrative or supervisory position
44885.5	District interns classified as probationary employees
44908	Complete year for probationary employees
44910-44913	Service not computed in eligibility for permanent status
44915	Classification of probationary employees
44917-44921	Status of substitute or temporary employees
44929.21	Notice of reelection decision; districts with 250 ADA or more
44929.28	Employment by another district
44930-44988	Resignations, dismissals and leaves of absence
44948.2	Election to use provisions of section 44948.3
44948.3	Dismissal of probationary employees
44949	Dismissal of probationary employees
44955	Reduction in number of permanent employees

MANAGEMENT RESOURCES

Court Decision	Sullivan V. Centinela Valley Union High School District (2011) 194 Cal. App. 4th 69
Court Decision	Bakersfield Elementary teachers assn. v. Bakersfield City School District (2006) 145 Cal. App. 4th 1260,1280
Court Decision	California Teachers Assn. V. Vallejo City Unified School District (2007) 149 Cal. App. 4th 135, 146
Court Decision	Grace V. Beaumont Unified School District (2013) 216 Cal. App. 4th 1325
Court Decision	Hoschler V. Sacramento City Unified School District (2007) 149 Cal. App. 4th 258

TUSD Adopted:

PROBATIONARY/PERMANENT STATUS

A. Purpose and Scope

To provide guidance and direction for District personnel regarding the status, assignment, training, assistance and evaluation of probationary certificated employees.

B. General

Probationary Status

Probationary employees shall receive training, assistance and evaluations consistent with their needs as new teachers. Such training and assistance may consist of inservice training and/or meetings with the employee's evaluator to discuss areas of strength and areas requiring improvement. Inservice training may be provided during school hours as part of a comprehensive staff development program.

The performance of each probationary employee shall be evaluated and assessed at least once every school year.

Permanent Status

Granting of permanent status shall be based on completion of the probationary period in accordance with applicable law. Employees granted permanent status acquire specific rights under the Education Code, including those relating to discipline and dismissal. (Education Code 44930-44988)

C. Forms Used and Additional References

1. Observation Forms
2. Evaluation Forms

D. Procedure

1. Upon assignment to a school, a probationary certificated employee shall receive assurance that his/her potential need for training, assistance and evaluation is recognized. (Education Code 35160.5)

2. Probationary employees shall receive training, assistance and evaluations consistent with their needs as new teachers and shall be given the opportunity to increase their competency as teachers through the district's staff development program. Such training and assistance may consist of inservice training and/or meetings with the employee's evaluator to discuss areas of excellence and areas requiring

improvement. Inservice training may be provided during school hours as part of a comprehensive staff training program.

3. The performance of each probationary employee shall be evaluated and assessed on a continuing basis, at least once every school year. Evaluations will recognize potential special needs of probationary employees.

4. Permanent Status (Districts of 250 ADA or more)

A probationary teacher who has been employed by the district for two complete consecutive school years and is then rehired for the next succeeding school year shall become a permanent employee at the beginning of the third year. (Education Code 44929.21)

Permanency Achieved in Other Districts

A person who has achieved permanent status as a certificated employee in another school district may be employed by the Board as a permanent certificated employee. (Education Code 44929.28)

5. District Interns

a. A person employed as a district intern shall be classified as a probationary employee. (Education Code 44885.5)

b. After the district intern has successfully completed his/her internship and met the Board's criteria for a qualified teacher, the Board shall recommend to the Commission on Teacher Credentialing that the intern be awarded clear teaching credentials. (Education Code 44328)

c. Permanent status shall be granted to persons who have successfully completed their internship when they are rehired after having served the district with clear credentials for one year beyond the duration of their service as an intern. (Education Code 44885.5 and 44929.24)

E. Reports Required

Observations and Final Evaluation

F. Record Retention

Observations and Evaluations reports are maintained in employees personnel file

G. Responsible Administrative Unit

Human Resources

~~H. Approved By~~

~~Associate Superintendent for Human Resources~~

Eligibility for Permanent Status

A probationary employee who, in any one school year, has served for at least 75 percent of the number of days maintained by a regular district schools shall be deemed to have served a complete school year. (Education Code 44908)

The following shall not be included for purposes of computing the service required as a prerequisite to classification as a permanent employee:

1. Service as an instructor in classes conducted at regional occupational centers or programs (Education Code 44910)
2. Service under a provisional credential other than a one-year emergency credential (Education Code 44911)
3. Service only as a teacher of basic military drill in high school cadet companies (Education Code 44912)
4. Employment in summer school (Education Code 44913)

Permanency Achieved in Other Districts

A person who has achieved permanent status as a certificated employee in another school district may be employed by the Governing Board as a permanent certificated employee. (Education Code 44929.28)

Interns

A person employed as a district or university intern shall be classified as a probationary employee. Following completion of the internship, if reelected by the district to serve in a position requiring certification qualifications for the next succeeding school year, the employee shall continue to be classified as a probationary employee during that year. (Education Code 44466, 44885.5)

An employee who has completed an internship and at least one complete school year in a position requiring certification qualifications within the district shall be granted permanent status when the employee is reelected for the next succeeding school year to a position requiring certification qualifications. (Education Code 44466, 44885.5)

LEGAL REFERENCE:

EDUCATION CODE

44466	Status of university interns
44850.1	No tenure in administrative or supervisory position
44885.5	District interns classified as probationary employees
44908	Complete year for probationary employees
44910-44913	Service not computed in eligibility for permanent status
44915	Classification of probationary employees
44917-44921	Status of substitute or temporary employees
44929.21	Notice of reelection decision; districts with 250 ADA or more
44929.28	Employment by another district
44930-44988	Resignations, dismissals and leaves of absence
44948.2	Election to use provisions of section 44948.3
44948.3	Dismissal of probationary employees
44949	Dismissal of probationary employees
44955	Reduction in number of permanent employees

MANAGEMENT RESOURCES

Court Decision	Sullivan V. Centinela Valley Union High School District (2011) 194 Cal. App. 4th 69
Court Decision	Bakersfield Elementary teachers assn. v. Bakersfield City School District (2006) 145 Cal. App. 4th 1260,1280
Court Decision	California Teachers Assn. V. Vallejo City Unified School District (2007) 149 Cal. App. 4th 135, 146
Court Decision	Grace V. Beaumont Unified School District (2013) 216 Cal. App. 4th 1325
Court Decision	Hoschler V. Sacramento City Unified School District (2007) 149 Cal. App. 4th 258

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: November 19, 2025
SUBJECT: **Adopt and Acknowledge Revisions to Board Policy and Administrative Regulation 4200 Classified Personnel (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 Classified Personnel, the District has revised Board Policy and Administrative Regulation 4200.

RECOMMENDATION: Adopt and Acknowledge Revisions to Board Policy and Administrative Regulation 4200 Classified Personnel (Second Reading).

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

CLASSIFIED PERSONNEL

~~The Governing Board desires to fill each of its classified positions with highly skilled and qualified persons, consistent with position requirements. The primary role of classified personnel is to provide services that support and enhance the District's educational program.~~

~~The classified service shall consist of all employees in positions not requiring certification unless the position is specifically exempted from the classified service. Individuals who possess certification qualifications shall not be prohibited from being employed in a classified position. (Education Code 45104)~~

~~Each classified staff member shall be held accountable for duties assigned to him/her and shall undergo regular performance evaluations in accordance with negotiated agreements.~~

~~Policies, rules and regulations related to classified personnel shall be available to all concerned and shall be administered in a fair and equitable fashion.~~

The Governing Board recognizes that classified personnel provide essential services that support and enhance the district's educational program. The Board shall fill each of its classified positions with qualified persons, consistent with position requirements.

The Board shall classify all employees and positions not requiring certification qualifications as the classified service, except for those employees and positions specifically exempt from classified service. (Education Code 45103)

Individuals who possess certification qualifications shall not be prohibited from being employed in a classified position. (Education Code 45104)

Each classified position shall have a designated title and regular minimum number of assigned hours per day, days per week, and months per year.

Classified employees shall be assigned by their immediate supervisors with the approval of the Superintendent or designee. They shall be required to perform those duties prescribed by the Board for the position the employee holds, in accordance with applicable job descriptions and collective bargaining agreements.

Each classified employee shall be held accountable for duties assigned to him/her and shall undergo regular performance evaluations in accordance with collective bargaining agreements.

TUSD Adopted: 09.23.97
TUSD Revised:

CLASSIFIED PERSONNEL

Substitute and Short-Term Employees

The district may employ a substitute employee to replace a classified employee who is temporarily absent from duty. (Education Code 45103)

If the district is in the process of hiring a permanent employee to fill a classified position, the Board may fill the vacancy with one or more substitute employees for no more than 60 calendar days, unless the applicable collective bargaining agreement provides for a different period of time. (Education Code 45103)

The district may employ a short-term employee to perform a service for the district when that service or similar services will not be extended or needed on a continuing basis. Before employing a short-term employee, the Board, at a regularly scheduled meeting, shall specify the service required to be performed by the employee and shall certify the ending date of the service. The Board may shorten or extend the ending date, but the date shall not be extended beyond 195 work days per year, including holidays, sick leave, vacation, and other leaves of absence, irrespective of the number of hours worked per day. (Education Code 45103)

Legal Reference:

EDUCATION CODE

45100-45139	Employment of classified staff
45160-45166	Salaries and differential compensation
45190-45210	Resignation and leaves of absence
45220-45320	Merit system
49406	Examination for tuberculosis
51760-51769.5	Work experience education

TUSD Adopted: 09.23.97
TUSD Revised:

CLASSIFIED PERSONNEL

A. Purpose and Scope

To provide guidance and direction for principals and/or other administrative personnel regarding hiring classified positions with highly skilled and qualified persons, consistent with position requirements.

B. General

Individuals hired solely for the following purposes are exempt from the classified service:

1. all positions excluded per the CSEA Master Agreement.

2. substitute or short-term employees who are employed for less than 75 percent of the school year to replace any classified employee who is temporarily absent from duty.

3. apprentices and professional experts employed on a temporary basis for a specific project.

4. full-time day students employed part-time.

5. part-time students employed part-time in any program conducted by a community college district pursuant to Education Code 51760 et seq. and which is financed by State or Federal funds.

C. Forms Used and Additional References

None

D. Procedure

Persons hired solely for purposes which are exempted from the classified service shall nevertheless fulfill the obligations of classified employees related to physical examinations pursuant to Education Code 45122, fingerprinting pursuant to Education Code 45125, and tuberculosis tests pursuant to Education Code 49406. Employment for such purposes after conviction of a sex or controlled substance offense shall be subject to the provisions of Education Code 45123 and 45124. (Education Code 45106)

Persons employed in restricted positions shall be classified employees for all purposes except that they shall not be subject to the provisions of Education Code

CLASSIFIED PERSONNEL

~~45272-45273 related to promotional examinations and the filling of vacancies and shall not acquire permanent status or seniority credit. They shall be eligible for promotion into the regular classified service only after completing six months of satisfactory service, and only upon the subsequent satisfactory completion of the qualifying examinations required of all other persons serving in the same class in the regular classified service. (Education Code 45105, 45108)~~

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

~~None~~

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

~~Employee Personnel File~~

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

~~Human Resources~~

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

~~Associate Superintendent for Human Resources~~

Exemption from Classified Service

Persons hired solely for purposes which are exempted from the classified service shall nevertheless fulfill the obligations of classified employees related to physical examinations pursuant to Education Code 45122, fingerprinting pursuant to Education Code 45125, and tuberculosis tests pursuant to Education Code 49406. (Education Code 45106)

Individuals hired solely for the following purposes shall not be part of the classified service: (Education Code 45103)

1. **Substitute or short-term employees who are employed and paid for fewer than 195 work days per year, including holidays, sick leave, vacation, and other leaves of absences, irrespective of the number of hours worked per day**

2. **Apprentices and professional experts employed on a temporary basis for a specific project regardless of length of employment**

CLASSIFIED PERSONNEL

3. **Full-time students employed part time**

4. **Part-time students employed part time in any college work study program, or in a work experience education program conducted by a community college district pursuant to Education Code 51760-51769.5 that is financed by state or federal funds**

Restricted Positions

Persons employed in restricted positions pursuant to Education Code 45105 or 45108 shall be classified employees for all purposes except that they shall not be subject to the provisions of Education Code 45272 and 45273 related to promotional examinations and the filling of vacancies, and shall not acquire permanent status or seniority credit. Such persons shall be eligible for promotion into the regular classified service only after completing six months of satisfactory service and satisfactorily completing the qualifying examinations required of all other persons serving in the same class in the regular classified service. (Education Code 45105, 45108)

Legal Reference:

EDUCATION CODE

45100-45139	**Employment of classified staff**
45160-45166	**Salaries and differential compensation**
45190-45210	**Resignation and leaves of absence**
45220-45320	**Merit system**
49406	**Examination for tuberculosis**
51760-51769.5	**Work experience education**

TUSD Acknowledged: 09.23.97
TUSD Revised: