

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
JANUARY 13, 2026

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

TUSD board meetings are held in person.

To View the live stream of this meeting, please follow this link: [Board Meeting Live](#)

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

A G E N D A

- | | | |
|-----------|---|----------------|
| 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#12, 25/26#13, 25/26#16
Education Code §48912
3.2.2 Reinstatements: AR#25-26/#11, AR#25-26/#12, AR#25-26/#13, AR#25-26/#14
Education Code §48912
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.3 Confidential Student Matter: Early Graduation TISCS#10349269, TISCS#10343581, TISCS#10363282
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___

3.3 Human Resources:
3.3.1 Consider Leave of Absence Requests for Certificated Employee: #UC-1424, Pursuant to Article XX
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.2 Consider Unpaid Leave of Absence for Classified Employee #UCL-551
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |

3.3.3 Consider Non-Paid Leave of Absence for Classified Employee #UCL-553, Pursuant to Article XXIII

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___

3.3.4 Consider Non-Paid Leave of Absence for Classified Employee #UCL-554, Pursuant to Article XXIII

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___

3.3.5 Consider Release of Coach, Employee #UCL-555

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___

3.3.6 Consider Release of Probationary Classified Employee #UCL-556
Special Education Para Ed I

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___

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

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___

3.3.8 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#12, 25/26#13, 25/26#16

3.2.1

Action: Motion___ Second___. **Vote:** Yes___; No___; Absent___; Abstain___

6b Report Out of Action Taken on Reinstatements: AR#25-26/#11, AR#25-26/#12,

3.2.2 AR#25-26/#13, AR#25-26/#14

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6c Report Out of Action Taken on Early Graduation: TISCS#10349269, TISCS#

3.2.3 10343581, TISCS#10363282

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6d Report Out of Action Taken on Consider Leave of Absence Requests for

3.3.1 Certificated Employee: #UC-1424, Pursuant to Article XX

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6e Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified

3.3.2 Employee #UCL-551

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6f Report Out of Action Taken on Consider Non-Paid Leave of Absence for

3.3.3 Classified Employee #UCL-553, Pursuant to Article XXIII

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6g Report Out of Action Taken on Consider Non-Paid Leave of Absence for

3.3.4 Classified Employee #UCL-554, Pursuant to Article XXIII

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6h Report Out of Action Taken on Consider Release of Coach, Employee #UCL-555

3.3.5

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6i Report Out of Action Taken on Consider Release of Probationary Classified
3.3.6 Employee #UCL-556 Special Education Para Ed I
Action: **Vote:** Yes___; No___; Absent___; Abstain___

7. Approve Regular Minutes of December 16, 2025 **1-7**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___

8. Student Representative Reports:

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

9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement:

9.1 Recognize Reach University Graduates

9.2 Kelly Elementary School

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

10.1 Administrative & Business Services: None.

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

12. Public Hearing: None.

13. Consent Items: Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

Board approval of any agenda item requiring insurance or fingerprint clearance is conditioned upon acceptance of appropriate documentation received by TUSD.

13.1 Administrative & Business Services:

13.1.1 Accept the Fiscal Year 2024-25 Annual Financial Audit (Separate **8-13**
Cover)

13.1.2 Ratify Routine Agreements, Expenditures and Notice of Completions **14-15**
Which Meet the Criteria for Placement on the Consent Agenda

13.1.3 Accept the Generous Donations from the Various Individuals, **16-17**
Businesses, and School Site Parent Teacher Associations Listed Herein
with Thanks and Appreciation from the Staff and Students of the Tracy
Unified School District

13.2 Educational Services:

- | | | |
|----------------|--|--------------|
| 13.2.1 | Approve Agreement for Contract Services Between World of Wonders Science Museum and Jacobson Elementary School for the 2025-2026 School Year | 18-21 |
| 13.2.2 | Ratify Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Schools Program at Jacobson Elementary School for the 2024-2025 School Year | 22-25 |
| 13.2.3 | Ratify Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Schools Program at Jacobson Elementary School for the 2025-2026 School Year | 26-29 |
| 13.2.4 | Ratify the Hire of AVID College Tutors for the 2025-2026 School Year | 30-32 |
| 13.2.5 | Approve Contract Services with Point Quest Pediatrics for ALL TUSD Schools for Additional Mental and Behavioral Health Services for 2025-2026 School Year | 33-36 |
| 13.2.6 | Ratify Agreement Between San Joaquin County Office of Education and TUSD to Provide FabLab Camps and FabLab Van for K-8 th Grade Students through the Expanded Learning Opportunities Program | 37-40 |
| 13.2.7 | Receive Update on Quarterly Williams Complaint Report for the Quarter Ending January 15, 2026 | 41-42 |
| 13.2.8 | Approve Agreement for Special Contract Services with Tracy Police Department for the 2025-2026 School Year | 43-46 |
| 13.2.9 | Approve Appointment of Parent Representative to San Joaquin Special Education Local Plan Area Community Advisory Committee | 47-48 |
| 13.2.10 | Ratify Special Contract Services Agreement with Educational Professionals of Central California, LLC for an Independent Education Evaluation (IEE) | 49-52 |
| 13.2.11 | Approve Agreement for Special Contract Services with Finding Gobi at Williams Middle School for the 2025-2026 School Year | 53-56 |
| 13.2.12 | Approve Williams Middle School Revised School Site Plan and Budget for 2025-2026 School Year (Separate Cover) | 57 |
| 13.2.13 | Approve Agreement with Educational Consulting Services | 58-66 |

13.3 Human Resources:

- | | | |
|---------------|--|--------------|
| 13.3.1 | Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment | 67-68 |
| 13.3.2 | Approve Classified, Certificated, and/or Management Employment | 69-75 |

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

14.1 Administrative & Business Services:

- | | | |
|----------------|--|--------------|
| 14.1.1 | Adopt Resolution #25-11 Authorizing and Defining Names to Sign Orders on School District Funds | 75-79 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__. | |
| 14.1.2 | Approve and Adopt Resolution #25-09 Annual Developer Fee Report & Five-Year Findings for Fiscal Year 2024-2025 | 80-99 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__. | |

- 14.1.3** Accept Proposal from Pro-K12 Consulting & CM Services **100-108**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
14.1.4 Adopt Resolution #25-13 to Excuse Meeting Absence of Board Member **109-110**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
14.2 **Educational Services:** None.

14.3 Human Resources:

- 14.3.1** Acknowledge Revisions to Administrative Regulation 4112 and 4212 **111-120**
Appointment and Conditions of Employment (First Reading)
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
14.3.2 Adopt New Board Policy 4116 and Acknowledge Revisions to **121-127**
Administrative Regulation 4116 Probationary/Permanent Status
(Second Reading)
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
15. Board Reports: An opportunity for board members to discuss items of particular importance or interest in the district.

- 16. Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

17. Board Meeting Calendar:

- 17.1** January 27, 2026
17.2 February 10, 2026
17.3 February 24, 2026
17.4 March 24, 2026

18. Upcoming Events:

- | | |
|--|-----------------------------------|
| 18.1 January 19, 2026 | No School, Martin Luther King Day |
| 18.2 February 9, 2026 | No School, Lincoln's Day |
| 18.3 February 16, 2026 | No School, President's Day |
| 18.4 March 9, 2026 – March 13, 2026 | No School, Spring Break |

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, December 16, 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, S. Secker, J. Silcox, D. Traina
Absent: R. Fagin, L. Hawkins
Staff: R. Pecot, L. Nelson, T. Jalique, Z. Boswell, S. Smith. Absent: T. Salinas
- 7:01 PM** 5. President Silcox called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a Action Taken on Finding of Facts: 25/26#11
3.2.1
Action: Traina, Cheeseman. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hawkins).
6b Report Out of Action Taken on Reinstatements: AR#25-26/#10
3.2.2
Action: Approved. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hawkins).
6c Report Out of Action Taken on Board Waivers: VES#10364323
3.2.3
Action: Approved. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hawkins).
6d Report Out of Action Taken on Early Graduation: TISCS#10366057,
3.2.4 TISCS#10355840
Action: Approved. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hawkins).
6e Report Out of Action Taken on Approve Funding for Confidential
3.2.5 Settlement Agreement
Action: Approved. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hawkins).
6f Report Out of Action Taken on Consider Paid/Unpaid Leave of Absence
3.3.1 for Certificated Employee #UC-1423
Action: Approved. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hawkins).
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: Approved. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hawkins).
- 7. Board Organization**
7.1 Elect Officers:
- President
Superintendent Pecot addressed the board for nominations for the office of President. Trustee Cheeseman nominated Trustee Silcox. Trustee Alexander nominated herself.
Action: A motion was made by Trustee Cheeseman for Trustee Silcox to be President, seconded by Trustee Secker.
Vote: Yes-5; No-0, Absent-2 (Fagin, Hawkins).

Vice President

Action: A motion was made by Trustee Secker for Trustee Fagin to be Vice President, seconded by Trustee Cheeseman.

Vote: Yes-4; No-1(Alexander); Absent-2 (Fagin, Hawkins).

Clerk

Action: A motion was made by Trustee Cheeseman for Trustee Alexander to be Clerk, seconded by Trustee Traina.

Vote: Yes-5; No-0; Absent-2 (Fagin, Hawkins).

7.2 Appoint Representatives to the following committees:

Budget: Alexander, Cheeseman, Secker, Hawkins (Alternate)

City/Schools Liaison: Alexander, Silcox, Traina, Fagin (Alternate)

District Attendance Area: Fagin, Hawkins

Facilities Advisory: Fagin, Secker, Silcox

School Safety: Alexander, Cheeseman, Hawkins, Traina (Alternate)

Special Education: Alexander, Secker, Traina

Tracy Learning Center/Ad Hoc Board Member: Alexander, Silcox (Alternate)

Tracy Parks and Community Services Commission: Fagin, Hawkins (Alternate)

San Joaquin Chapter School Boards Association: Trustee Secker continues with year two of a three-year term.

Action: Cheeseman, Traina. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hawkins).

7.3 Approve Board Meeting Calendar

Action: Cheeseman, Secker. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hawkins).

Minutes:

8. Approve Regular Minutes of November 12, 2025.

Action: Traina, Cheeseman. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hawkins).

Audience:

Kaleigh Felisberto, Michael Bunch, Eloy Vento, Tanya Calderon, Dean Reese, Robert Rickman, Bill Maslyar, Rocio Garcia, Brittani Ryan, Ameni Alexander, Aisha Patel, Jennifer Kassel, Tony Quintana, Deborah Smedley, Abigail Avila, Jason Noll, Tamara Saban, Lara Saban, Julie Masanglay,

Student Rep Reports:

9. None.

Recognition & Presentations:

10.1 Recognize 2025 District Spelling Bee Winners The board honored the eight District Spelling Bee winners: Skylar Ai Soulen Feria Kalalo, Damir Igissinov, Pranav Karyamapudi, Aariz Mohammed, Hamzah Mohammad Asim, Sai Taruni Parvathaneni, Nishka Shah, and Saanvi Sunkari. Pranav Karyamapudi placed second at the San Joaquin County Junior High Spelling Bee, moving on to the State level. They were presented with certificates.

Information & Discussion Items:

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. Dr. Darlene Willis, Director of the Concerned Parents Alliance, provided a report on the College Bound Academy Program. College Bound takes a comprehensive, family-centered approach to provide real world solutions with the goal of ensuring students achieve educational success. Since 2003, 100% of their scholars have had the choice of attending college. Students and parents gave testimonials of their positive experiences.

11.2.2 Receive Report on the California Assessment of Student Performance and Progress (CAASPP) Dr. Dean Reese, Director of STEM Curriculum and Local Assessment, updated the board on the 2024/2025 CAASPP data. Proficiency data was provided for English Language Arts, Math, and Science. There are several initiatives in place to increase assessment scores such as early literacy professional learning, efforts to increase inclusion of SPED students into general education classrooms and piloting the use of CASSPP Interim Assessments in ELA and Mathematics.

**Hearing of
Delegations**

12. Abigail Avila is a Tracy High student completing her AG Science Academy student project. Her project is to construct and refurbish the FFA livestock barn at THS. She has learned that raising and showing livestock increases leadership and contributes to the development of a strong work ethic. Proper facilities are needed. She received an \$18,000 grant from County Supervisor Rickman for materials and supplies. She is requesting the board's support to utilize these resources for her project.

Ameni Alexander spoke in support of the College Bound Program. The program enhances the growth and intellectual resources for our students. He knows how much work the Trustees put into working on the board. He would like to encourage them to give themselves a raise that includes a 5% stipend each year. The governor passed a law to increase school board compensation.

Bill Maslyar, Kimball High School Principal, publicly thanked Matt Shrout and Derek Solano for their support of the Kimball athletic program. They reached out to help them succeed knowing the school was in a challenging situation. He also thanked Dr. Pecot, Tammy Jalique, and Jason Noll for their help in resolving a situation quickly. These actions and support are appreciated by the school. Mr. Maslyar thanked Jon Waggle and Gary Henderson for their help and guidance as well.

County Supervisor Robert Rickman congratulated the Board, the spelling bee winners and the College Bound participants. Rickman recognized Abigail Avila as an Outstanding Youth Leader award recipient in San Joaquin County. She addressed his board on her senior project as well. After their meeting, fellow supervisors and staff approached him saying how impressed they were with her. Supervisor

Rickman thanked the board trustees, Dr. Pecot, and TUSD staff for their dedication and commitment to the community.

- Public Hearing:** 13.1 **Administrative & Business Services:** None.
- Consent Items:** 14. **Board approval of any agenda item requiring insurance or fingerprint clearance is conditioned upon receipt of appropriate documentation by Tracy Unified.**
Action: Cheeseman, Traina. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hawkins).
- 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
- 14.1.2 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 14.1.3 Approve Accounts Payable Warrants (September and October 2025) (Separate Cover)
- 14.1.4 Approve Payroll Reports (September and October 2025)
- 14.1.5 Approve Revolving Cash Fund Reports (September and October 2025)
- 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
- 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
- 14.2.3 Approve Yearly Renewal of Document Tracking Service (DTS) Service Agreement for 2026-2027
- 14.2.4 Approve Annual License Renewal for Survey Monkey, Inc. Access
- 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
- 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
- 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
- 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
- 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

- 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
- 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
- 14.2.12 Approve MOU for AFJROTC Marksmanship Program
- 14.3 **Human Resources:**
- 14.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 14.3.2 Approve Classified, Certificated and/or Management Employment
- 14.3.3 Approve Unpaid Student Teaching and Practicum Agreement with National University

Action Items:

- 15.1 **Administrative & Business Services:**
Director of Finance, Lori Nelson, and Budget Analyst, Tanya Calderon, provided an update on the 2025/2026 First Interim Report. The First Interim Report is a snapshot in time for July 1st through October 31st. It is a forecast for the current year and the next two years to come. The report must include a certification that the district can meet their financial obligation; our certification is positive, meaning the District can meet its financial obligation for this year, next year, and the following year. The budget as presented does not reflect a cost-of-living increase.
- 15.1.1 Certify 2025-2026 Fiscal Year First Interim Report (Separate Cover)
Action: Cheeseman, Silcox. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hawkins).
- 15.1.2 Approve ACME Construction Company, Inc. for the Stein High School Barbering CTE Facilities Project
Action: Secker, Cheeseman. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hawkins).
- 15.1.3 Approve the Cumming Group Proposal to Provide Project Management Services for the Installation of Four ELOP Portable Classrooms
Action: Cheeseman, Alexander. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hawkins).
- 15.1.4 Approve TUSD Participation in the Piggyback Bid Between Clovis Unified School District and A-Z Bus Sales (Separate Cover)
Action: Secker, Traina. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hawkins).
- 15.1.5 Adopt Resolution No. 25.10 to Excuse Meeting Absence of Board Member
Action: Motioned to approve due to medical necessity, Cheeseman, Secker. **Vote:** Yes-4; No-0; Absent-2 (Fagin, Hawkins); Abstain-1 (Alexander).
- 15.1.6 Consider to Adopt an Increase to School Board Trustee Compensation or to Keep Status Quo

Discussion was held. Trustee Alexander feels the compensation should increase to \$800 a month since a raise has not been had in many years. Trustee Traina would like to keep it reasonable to allow the increase to continue perpetually. She felt \$800 is reasonable. Trustee Cheeseman

agreed. Trustee Silcox suggested it was reasonable to increase the compensation moving forward at the same rate that district employees receive increases.

Action: Motion to increase compensation to \$800.00 with a “me-too” clause based on the salary percentage increase received by TSMA.
Cheeseman, Traina. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hawkins).

15.2 Educational Services:

15.2.1 Reaffirm Program Sponsorship and Assurance for the Tracy Unified School District Induction Program

Action: Secker, Traina **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hawkins).

15.3 Human Resources:

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

Action: Cheeseman, Traina. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hawkins).

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

Action Cheeseman, Alexander. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hawkins).

Board Reports:

Trustee Traina congratulated the District Spelling Bee winners and the College Bound students for their high percentage of students getting into a four-year college. Abigail Avila was featured in the Tracy Press and it was lovely to hear of the passion she has for her school. Trustee Cheeseman enjoyed honoring the spelling bee winners. She feels College Bound is a good program, she took part in it during their first year at Kimball. She said the FFA project is wonderful, they currently have to find a farm to allow them to use their facilities to raise animals, this will make things much easier. Trustee Alexander was impressed with Abigail Avila and her project, the spelling bee winners, and the College Bound students that shared their experiences. Trustee Secker informed, prior to Thanksgiving, he had the opportunity to visit McKinley School. One of the objectives of the district is bolstering the Reading to Learn program. Their Librarian, Ashley Fisher, was having a book give away for the students. She had contacted publishers that provided the books. There were books for K-5 readers and an incentive program for the students to obtain a meal at Panda Express once they had read four books. The kids were very enthused. Trustee Secker said it was great to hear of the Athletic Directors stepping up from West and Tracy High. He thanks them for their efforts. Kimball is playing Freedom High School on Tuesday; it will be a great game. He shared that the Tom Hawkins Girl's Basketball tournament will take place at Tracy High January 29th through the 31st. January 19th there will be a great breakfast prepared by the Lions Club for the Martin Luther King celebration being held at West High. Trustee Silcox passed on comment.

Superintendent Report:

Dr. Pecot thanked Business Services for the collection of numbers and the analysis required to complete the First Interim Report. He shared that many in the District Office will be assisting with Brighter Christmas at Williams Middle School this

Friday. Dr. Pecot felt this was a positive meeting; it was nice to hear of the rival high schools helping each other out, students thanking the board and staff, and having Supervisor Rickman attend. It is nice to be in a place where everyone is working together. He wished the staff happy holidays and a Merry Christmas.

Adjourn: 8:33 pm.

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent for Business Services
DATE: December 16, 2025
SUBJECT: **Accept the Fiscal Year 2024-25 Annual Financial Audit**

BACKGROUND: Education code 41020.3 requires that the governing body of each local education agency contract for auditing services and review, at a public meeting, the annual audit of the local education agency for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or management letter issued. This review shall be placed on the agenda of the meeting pursuant to Section 35145, which requires that the meeting be open to the public, that minutes be taken, and that an agenda be posted within the limitations of other regular board meetings.

RATIONALE: The audit for the 2024-25 fiscal year is complete and will be presented to the governing board for approval. The audit document represents the results of work completed in accordance with GASB Statement Number 34. The financial report states that in the auditor's independent opinion, the district's records represent fairly, in all material respects, the financial position of the Tracy Unified School District at June 30, 2025.

The audit confirms that the results of our operations and the cash flow of the district's funds for the year are in conformity with accounting principles generally accepted in the United States of America.

FUNDING: This report generates no cost.

RECOMMENDATION: Accept the Fiscal Year 2024-25 Annual Financial Audit.

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



December 15, 2025

To the Governing Board
Tracy Unified School District
Tracy, California

We have audited the financial statements of Tracy Unified School District (District) as of and for the year ended June 30, 2025, and have issued our report thereon dated December 15, 2025. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards* and our Compliance Audit under the Uniform Guidance

As communicated in our discussion on June 5, 2025, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America and to express an opinion on whether the District complied with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the District major federal programs. Our audit of the financial statements and major program compliance does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the system of internal control of District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Our responsibility, as prescribed by professional standards as it relates to the audit of the District major federal program compliance, is to express an opinion on the compliance for each of the District major federal programs based on our audit of the types of compliance requirements referred to above. An audit of major program compliance includes consideration of internal control over compliance with the types of compliance requirements referred to above as a basis for designing audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, as a part of our major program compliance audit, we considered internal control over compliance for these purposes and not to provide any assurance on the effectiveness of the District's internal control over compliance.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated December 15, 2025. We have also provided our comments regarding compliance with the types of compliance requirements referred to above and internal controls over compliance during our audit in our Independent Auditor's Report on Compliance with Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance dated December 15, 2025.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the District is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies except for the implementation of GASB Statement No. 101, *Compensated Absences*, or their application during the year. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Accounting Estimates and Related Disclosures

Accounting estimates and related disclosures are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are compensated absences, pension and OPEB.

Management's estimate of the liabilities and deferrals related to compensated absences, pension and OPEB are based on actuarial valuations. We evaluated the key factors and assumptions used to develop the actuarial estimates related to compensated absences, pension and OPEB liabilities and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the District's financial statements relate to the aforementioned estimates related to pension and OPEB as disclosed in notes 12, and 9, respectively.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit.

The following misstatements that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management:

Understatement related to federally donated food commodities and expenditures for \$340,687 in the aggregate remaining fund information and the governmental activities opinion units

The following summarizes uncorrected financial statement misstatements whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

- Overstatement of the LCFF-Standard Revenue and understatement of the related payables by \$835,966
- Overstatement of the LCFF-Education Protection and understatement of the related payables by \$812,449
- Understatement of Expenditures and related Accounts Payable by \$246,621.

All of which should have been reported in the general fund and the governmentwide-governmental activities opinion units

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. As described in the Notes to the financial statements, due to the adoption of GASB Statement No. 101, *Compensated Absences*, the District restated beginning net position as of July 1, 2024. The purpose of the paragraph is to draw attention to the disclosures for the adoption of the standards update. We have included an emphasis of matter in our report regarding this restatement. We did not modify our opinion related to this matter.

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated December 15, 2025.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the District's auditors.

Other Information Included in Annual Reports

Pursuant to professional standards, our responsibility as auditors for other information, whether financial or nonfinancial, included in the District's annual reports, does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information.

Additionally, in accordance with such standards, we have read the information and considered whether such information, or the manner of its presentation, was materially inconsistent with its presentation in the financial statements.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

The financial statements include the financial statements of Tracy School Facilities Financing Authority (Authority), a component unit of the District, which we considered to be significant components of the consolidated financial statements. Consistent with the audit of the consolidated financial statements as a whole, our audit included obtaining an understanding of the Authority and their environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements of the Authority and completion of further audit procedures.

This report is intended solely for the information and use of the governing board and management of the District and is not intended to be, and should not be, used by anyone other than these specified parties.

Eide Bailly LLP

Menlo Park, California



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 13, 2026
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
January 13, 2026**

A.

Vendor:	Dryco
Sites:	Hirsch
Item:	Proposal
Services:	Furnish and install an iron fence
Cost:	\$63,175.00
Project Funding:	Fund 25 Developer Fee

B.

Vendor:	Dryco
Sites:	Kelly
Item:	Proposal
Services:	Furnish and install an iron fence
Cost:	\$47,951.00
Project Funding:	Fund 25 Developer Fee

C.

Vendor:	Terracon
Sites:	Various Sites
Item:	Proposal
Services:	Construction material testing for the ELOP portables
Cost:	\$60,225.00
Project Funding:	Fund 25 Developer Fee

D.

Vendor:	Artificial Turf
Sites:	Bohn Elementary School
Item:	Proposal
Services:	Landscape around the Phase 3 TK portable
Cost:	\$15,811.00
Project Funding:	Fund 25 Developer Fee

E.

Vendor:	AM Stephens Construction Co., Inc.
Sites:	Jacobson Elementary
Item:	Proposal
Services:	Additional earth work for TK Playground
Cost:	\$25,375.00
Project Funding:	Fund 25 Developer Fee



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: January 13, 2026
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. Christina Romeril - \$500.00, check #6425. This Donation will be used towards items needed for the Kimball's Girls' Soccer Program.

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, and 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.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt. of Ed Services
DATE: December 1, 2025
SUBJECT: **Approve Agreement for Contract Services Between World of Wonders Science Museum and Jacobson Elementary School for the 2025-2026 School Year**

BACKGROUND: One of TUSD's key initiatives is to provide STEM experiences for each student. We want to bring the World of Wonders Science Museum on Wheels to Jacobson Elementary School to have students engage in standards-based, hands-on science education for elementary students (1st Grade), to enrich our STEM units and spark our students' curiosity about the world around them. During a WOW Field Study Trip, WOW educators will engage in science experiments and design challenges for each grade level based on targeted Next Generation Science Standards.

RATIONALE: The Tracy Unified School District is committed to meeting the educational needs for all students. High quality Science, Technology, Engineering, and Math (STEM) education is a foundational set of skills and knowledge that help students better understand the natural and human-made systems around them and will also equip TUSD students for success in the 21st Century. Equitable STEM education is an important value in TUSD, and it is critical that all students have equitable access to frequent STEM experiences throughout their PreK-12 journey. Exposure to Math, Science, Engineering, and Computer Science from an early age provides students with experiences that foster a STEM identity in our students. STEM on-campus field study trips are interactive, engaging, and bring classroom concepts to life for students. This kind of engagement helps students to see how professionals use STEM each day, and it also prompts our students to consider STEM for their own future. This supports TUSD's Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: The cost, not to exceed \$764.24, will be paid for through Title I funds.

RECOMMENDATION: Approve agreement for contract services between World of Wonders Science Museum and Jacobson Elementary School for the 2025-2026 school year.

Prepared by: Mr. Derek Sprecksel, Jacobson 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: _____
World of Wonders is to offer hands-on, science based exhibits and programs for Jacobson Elementary School students.

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

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

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

- a. District shall pay \$759.24 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$759.24. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$NA for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 4/14/2026, and shall terminate on 4/14/2026.

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, Derek Sprecksel, at (209) 830-3315 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 ☐ 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:

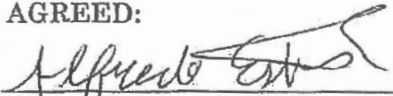
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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 _____
Educator
Title _____
World of Wonders Science Museum
Address _____
2 N Sacramento Street

Lodi CA 95240

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt. of Ed Services
DATE: December 2, 2025
SUBJECT: Ratify Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Schools Program at Jacobson Elementary School for the 2024-2025 School Year

BACKGROUND: The Artist-in-Schools Program is provided by the San Joaquin County Office of Education. The program will provide several artists who will work with students Transitional Kindergarten through 5th grade for four sessions for twenty-six classrooms. Students will learn basic art concepts and carry out various art projects.

RATIONALE: The Tracy Unified School District is committed to meeting the educational needs for all students. Providing access to the arts is a vital component of students' educational journey. The Artist-in-Schools program has been a success at Jacobson for many years. Students and teachers have been pleased with the program, which includes full lessons presented by the San Joaquin County Artists. Many students don't get the opportunity to use art in their homes or go to museums. Providing access to art increases students' use of language in a meaningful context, as 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, creativity, and improving visual and spatial acuity. This supports TUSD's Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: The cost, not to exceed \$6,968.00, will be paid for through Title I funds.

RECOMMENDATION: Ratify Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Schools Program at Jacobson Elementary School for the 2024-2025 School Year.

Prepared by: Mr. Derek Sprecksel, Jacobson 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 SJCCE Artist in Schools, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide several artists to visit classrooms and provide lessons in art education, for 26 classrooms, 4 week sessions.

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 20 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Jacobson Elementary School.

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

- a. District shall pay \$6,968.00 per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$6,968.00. 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 \$NA for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on October 4, 2024, and shall terminate on May 29, 2025.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Dr. Zachary Boswell, at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ 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:

Anthony Flores

Contractor Signature
68-0006282

Title

IRS Identification Number
Division Director

Title
PO Box 213030

Address
Stockton CA 95213-9030

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt of Ed Services
DATE: December 2, 2025
SUBJECT: Ratify Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Schools Program at Jacobson Elementary School for the 2025-2026 School Year

BACKGROUND: The Artist-in-Schools Program is provided by the San Joaquin County Office of Education. The program will provide several artists who will work with students Transitional Kindergarten through 5th grade for four sessions for twenty-six classrooms. Students will learn basic art concepts and carry out various art projects.

RATIONALE: The Tracy Unified School District is committed to meeting the educational needs for all students. Providing access to the arts is a vital component of students' educational journey. The Artist-in-Schools program has been a success at Jacobson for many years. Students and teachers have been pleased with the program, which includes full lessons presented by the San Joaquin County Artists. Many students don't get the opportunity to use art in their homes or go to museums. Providing access to art increases students' use of language in a meaningful context, as 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, creativity, and improving visual and spatial acuity. This supports TUSD's Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: The cost, not to exceed \$6,968.00, will be paid for through Title I funds.

RECOMMENDATION: Ratify Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Schools Program at Jacobson Elementary School for the 2025-2026 School Year.

Prepared by: Mr. Derek Sprecksel, Jacobson 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 SJCCE Artist in Schools _____, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide several artists to visit classrooms and provide lessons in art education, for 26 classrooms, 4 week sessions.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 25 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Jacobson Elementary School.

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

- a. District shall pay \$6,968.00 per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$6,968.00. 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 \$NA for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 27, 2025, and shall terminate on May 29, 2026.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Dr. Zachary Boswell, at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [X] WILL [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Anthony Flores

Contractor Signature
68-0006282

Title

IRS Identification Number
Division Director

Title
PO Box 213030

Address
Stockton CA 95213-9030

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: December 10, 2025
SUBJECT: Ratify the Hire of AVID College Tutors for the 2025-26 School Year

BACKGROUND: Ben Marquez will be hired through an Agreement for Special Contract Services as AVID College Tutors by Tracy Unified School District for the time period of January 14, 2026, to May 29, 2026. In addition, under this agenda item, future AVID tutors for the 2025-2026 school year will be hired on Agreements for Special Contract Services in the event that the original tutors are unable to fulfill their contracts and/or additional tutors are needed.

RATIONALE: To be certified as an AVID school, each school must meet the AVID Essential Requirement #8: "A sufficient number of tutors must be available in AVID elective classes to facilitate student access to rigorous curriculum. Tutors should be students from colleges and universities, and they must be trained to implement the methodologies used in AVID." Hiring college tutors will meet this essential requirement.

This aligns with Tracy Unified School District's Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The tutors will be paid by the District and reimbursed from the AVID District Budget. Tutors will be paid \$16.50 per hour. Each tutor will work the hours that he/she has been allotted per the individual contract. The total amount to be paid to the AVID tutors shall not exceed \$24,072, which has been reserved for this purpose in the AVID District Budget.

RECOMMENDATION: Ratify the Hire of AVID College Tutors for the 2025-2026 School Year.

Prepared by: Stephen Theall, Director of Professional Learning & Curriculum.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Ben Marquez, 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: Tutor AVID students in tutorial groups in the AVID classroom. Help AVID teachers with binder checks. Help students one on one when needed. Tutoring to take place at THS, KHS, WHS, MVMS, WMS, FES, NES, PES and GKES
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 240 () ☒ HOURS [] DAYS, under the terms of this agreement at the following location THS, KHS, WHS, MVMS, WMS, GKES
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 18.50 per ☒ HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 3960. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ NA for the term of this agreement.
 - c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on October, and shall terminate on May.
5. This agreement may be terminated at any time during the term by either party upon 10 days' written notice.
6. Contractor shall contact the District's designee, David Brown, at (209) 832-8600 ext. 4123 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

8. 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.
9. 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.
10. 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.

AGREED:



Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: December 4, 2025
SUBJECT: Approve Contract Services with Point Quest Pediatrics for ALL TUSD Schools for Additional Mental and Behavioral Health Services for 2025-2026 School Year

BACKGROUND: Board Approval is requested to contract with Point Quest Pediatrics for the 2025-2026 School year. Point Quest creates and implements individualized Behavior and Mental Health Intervention Plans that incorporate proactive strategies and positive reinforcement to promote meaningful behavioral change. The Districts Continuous Improvement department would like to contract with Point Quest Pediatric Therapies for the 2025-2026 school year to provide credentialed General Education staffing services.

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

FUNDING: Expenses for 2025-2026 regular school year and related services will not exceed \$1,000,000.00. This will be funded by District LCAP, 0709.

RECOMMENDATION: Approve Contract Services with Point Quest Pediatrics for ALL TUSD schools for additional Mental and Behavioral Health Services for 2025-2026 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT
1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide educational, Behavioral and therapeutic support for ALL TUSD students. Counselors will help students navigate educational challenges, set goals and develop life skills.
Teach students effective communication strategies to express their needs appropriately.
Monitor progress and reinforce behavior with real-time feedback.

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 N/A () [] HOURS [] DAYS, under the terms of this agreement at the following location as needed at ALL TUSD Schools.

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

- a. District shall pay \$ 60.50 per [x] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 1,000,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 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 13, 2026, and shall terminate on June 1, 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, Michael Bunch, CBO, at (209) 830-3210 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 ☐ 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:

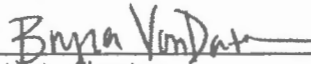
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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
27-0666267
IRS Identification Number
Director
Title
9355 E. Stockton Blvd., Ste. 230
Address
Elk Grove, CA 95624

12/05/25

Title

Tracy Unified School District

Date

01-0709-0-1110-1000-5800-800-2744

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: December 8, 2025
SUBJECT: Ratify Agreement Between San Joaquin County Office of Education and TUSD to Provide FabLab Camps and FabLab Van for K-8th Grade Students through the Expanded Learning Opportunities Program

BACKGROUND: The expanded Learning Opportunities Program (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 (EX) Section 46120. TUSD is a STEM District. The TUSD STEM Vision is as stated: Empowering every student for success in tomorrow's world. The TUSD STEM Mission is as stated: Engaging STEM experiences connect each student to the real world and prepare them for college and career success through collaboration, critical thinking, and problem solving. In the 2024-2025 school year, TUSD has identified 5 key initiatives. One of the key initiatives is to provide STEM opportunities for each student.

RATIONALE: This contract ensures all students in the afterschool program in grades K-8th will receive access to SJCOE FabLab van and FabLab Camps during Spring 2026.

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

FUNDING: The cost of this contract is not to exceed \$72,350.00 and will be funded through the Expanded Learning Opportunities Program (ELO-P).

RECOMMENDATION: Ratify Agreement Between San Joaquin County Office of Education and TUSD to Provide FabLab Camps and FabLab Van for K-8th Grade Students through the Expanded Learning Opportunities Program.

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



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

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

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

- **SCOPE OF WORK**
 - SJCOE STEM Programs will provide the following services:
 - i. San Joaquin County Office of Education FabLab Camps and FabLab Van field trips for TUSD K – 8th graders.

Specific Days and Times:

Date(s)	Location(s)	Subject	Description	Cost
TBD	SJCOE FabLab	6-8th Grade Camps in the FabLab	Camps are \$115 per student per day. 4 days of camps with 25 students each day and lunch provided.	\$11,500
TBD	Various TUSD School Sites	ELOP K-5th Grade Programming	Field trip programming for each student is \$115 for both days (students are receiving a half day of programming for two days). We anticipate serving 75 students across 6 different ELOP sites for a total of 450 students.	\$51,750
TBD	Various TUSD School Sites	14 after school sessions	14 site visits 4:00-5:00pm at various sites x \$650 per visit	\$9,100
Total Cost			Not to exceed \$72,350.00	

- **TERMS OF AGREEMENT**
 - This agreement will be in effect from November 17, 2025 – June 30, 2026.

- **COMPENSATION**



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

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

- Professional learning costs (which include preparation, travel, and materials).
 - i. TUSD will pay SJCOE in the account of \$72,350.00 within thirty (30) days of receipt of the invoice from SJCOE.
- CHANGES TO THE MEMORANDUM
 - Changes regarding the dates of provision or the scope and/or nature of these services must be made by mutual agreement.
- CERTIFICATION OF NON-EMPLOYEE STATUS:
 - SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as employee of Tracy Unified School District. Tracy Unified School District agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents, and employees of SJCOE against any and all claims, which may result from this agreement.
 - San Joaquin County Office of Education agrees to make no claim against Tracy Unified School District for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that SJCOE is not entitled to any such benefits.

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

Have you or any of your employees previously been employed by the SJCOE? ☐ Yes ☐ No

Are you or any of your employees a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) member? ☐ Yes ☐ No
If yes, which system? (CalPERS) (CalSTRS)

Are you, any of your employees or sub-contractors a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) retiree? ☐ Yes ☐ No
If yes, which system? (CalPERS) (CalSTRS)

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



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SIGNATURES OF AUTHORIZED REPRESENTATIVES

**SAN JOAQUIN COUNTY OFFICE OF
OF EDUCATION**

Katie Wipfli

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

11/19/2025

Date

Anthony Flores

Anthony Flores, Div. Director of Operations

11/19/2025

Date

TRACY UNIFIED SCHOOL DISTRICT

Tania Salinas, Associate Superintendent of
Business Services

Date

SGC

SG

OA



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: December 11, 2025
SUBJECT: Receive Update on Quarterly Williams Complaint Report for the Quarter Ending January 15, 2026

BACKGROUND: Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams settlements during the October 15, 2025 – January 15, 2026, reporting period.

RATIONALE: The quarterly report for the period of October 15, 2025, through January 15, 2026, has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports Strategic District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Strategic District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No cost.

RECOMMENDATION: Receive Update on Quarterly Williams Complaint Report for the Quarter Ending January 15, 2026.

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

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

District: Tracy Unified School District

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

Quarterly Report Submission Date (*check one*):

- | | | |
|---|--------------------------|----------------------------|
| ☒ 1 st QTR | October 1 to December 31 | Due: Wed, January 15, 2026 |
| ☐ 2 nd QTR | January 1 to March 31 | Due: Wed, April 16, 2026 |
| ☐ 3 rd QTR | April 1 to June 30 | Due: Wed, July 18, 2026 |
| ☐ 4 th QTR | July 1 to September 30 | Due: Wed, October 18, 2026 |

Date for information to be reported publicly at governing board meeting: January 13, 2026

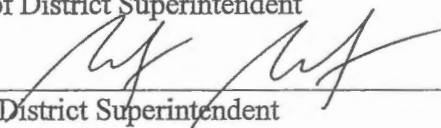
Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

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

Dr. Robert Pecot

Print Name of District Superintendent


Signature of District Superintendent

12/10/25
Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: November 20, 2025
SUBJECT: Approve Agreement for Special Contract Services with Tracy Police Department for the 2025-2026 School Year

BACKGROUND: The Tracy Unified School District (TUSD) has offered parenting classes and parent outreach workshops to families, as a supportive service in previous years. Tracy Police Department would like to offer the Community Cafecito workshops to TUSD families with a focus on crime trends, building community partnerships, role of law enforcement, and community resources.

RATIONALE: There are many potential benefits to coordinating parent outreach workshops at TUSD school sites. Tracy Police Department provides an in-depth view into various areas of law enforcement. It is a free educational and informative program that gives individuals the opportunity to learn about the role of law enforcement in the City of Tracy. Additionally, this service aligns with TUSD's LCAP Goal 2) Provide a safe and equitable learning environment for all students and staff, Priority 3) Parent Engagement.

FUNDING: Tracy Police Department provides these services at no cost to TUSD.

RECOMMENDATION: Approve Agreement for Special Contract Services with Tracy Police Department for the 2025-2026 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT
1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: To provide parent intervention classes with a focus on crime trends, building community partnerships, role of law enforcement, and community resources.

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 7 () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location All TUSD Schools.

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

- a. District shall pay \$0.00 per [] **HOUR** [] **DAY** [] **FLAT RATE**, not to exceed a total of \$0.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] **SHALL** ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a ☒ **MONTHLY PROGRESS BASIS** [] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on January 21, 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, Samia Basravi, at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] 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

Lieutenant

Title

1000 Civic Center Dr

Address

Tracy, CA 95363

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: December 17, 2025
SUBJECT: **Approve Appointment of Parent Representative to San Joaquin Special Education Local Plan Area Community Advisory Committee**

BACKGROUND: The Community Advisory Committee is a Federal and State requirement and functions as part of the San Joaquin County Special Education Local Plan Area (SELPA). They are advisory to the governance council and provide meaningful input into the services and programs for student with special needs. The term is usually for two years, and the goal is promote maximum interaction between the community and the schools. The main purpose of the CAC is to assure open and free flow of information from the special education administration to the entire community. In turn information is funneled from the community to the special education administration. The CAC advises the special education administration regarding community opinions, concerns and recommendations that will lead to improved special education programs and services to individuals with exceptional needs.

RATIONALE: Based on the size of the district and the number of students receiving special education services in Tracy, Tracy Unified has been allocated two seats for parent representatives on the Community Advisory Committee. Appointment of Gabriela Rodriguez as a parent representative will fill the remaining representative position for Tracy Unified and provide for the sharing of information as described above.

FUNDING: There is no cost to the district.

RECOMMENDATION: Approve Appointment of Parent Representative to San Joaquin Special Education Local Plan Area Community Advisory Committee.

Prepared by: Jason Davis, Special Education Director.

RECEIVED
DEC 12 2025
BY: *Catucia*
free from

By: George
free flow of

I am applying as:

- ☒ Parent of an individual with exceptional needs representative: _____
- ☐ Parent in the Special Education Local Plan area representative: _____
- ☐ Educational Representative – Local Education Agency (LEA): _____
- ☐ Agency Representative – Agency: _____
- ☐ Student/Adult with Special Needs Representative – LEA/Agency: _____

How did you hear about the CAC? flyer from teacher at IEP meeting

Have you attended any CAC business meetings? ☒ Yes ☐ No

LEA Administrative Signature: _____ Title: Director of Special Ed.
LEA Board Approval Date: _____

Agency to complete the information below

Approved by Agency Director: _____ Date: _____
(Name & Title)

Total number of CAC members currently represented by the agency: _____



San Joaquin County SELPA
Community Advisory Committee

Please send District approval form to:
San Joaquin County SELPA – CAC
A 2707 Transworld Drive
Stockton, CA 95206



SJCOE
EDUCATE • INNOVATE • INSPIRE

Or email sicseipacac@sicoe.net. Any questions? Please call (209) 468-9283.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: December 17, 2025
SUBJECT: Ratify Special Contract Services Agreement with Educational Professionals of Central California, LLC for an Independent Education Evaluation (IEE)

BACKGROUND: Ratify contract with Educational Professionals of Central California, LLC. The District's Special Education administration would like to contract with Educational Professionals of Central California, LLC to provide services as part of the individualized education plan (IEP). Ratification is necessary pursuant to individual student needs as indicated in student IEPs.

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

FUNDING: Expense for this contract will not exceed \$8,500.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Special Contract Services Agreement with Educational Professionals of Central California, LLC for an Independent Education Evaluation (IEE).

Prepared by: Jason Davis, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: _____
Provide an Independent Education Evaluation (IEE) for a Psycho-educational and Social Emotional/Behavioral Assessment.
The IEE will be performed in accordance with the San Joaquin County Special Education Local Plan Area (SELPA) Guidelines. A written report will be provided to the District, at the same time that it is made available to the parents of the student who was evaluated. The IEE will include a psycho-educational assessments. The contractor will attend related IEP meeting(s) to discuss the report. The contractor will provide a copy of all assessment protocols to the district.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of ⁶⁰ _____ () | | HOURS | ☒ | DAYS, under the terms of this agreement at the following location assessors location.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 8,500.00 per | | HOUR | | DAY | ☒ | FLAT RATE, not to exceed a total of \$ 8,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District | | SHALL | ☒ | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
 - c. District shall make payment on a | | MONTHLY PROGRESS BASIS | ☒ | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2025, and shall terminate on June 30, 2026.
5. This agreement may be terminated at any time during the term by either party upon Thirty (30) days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Jason Davis, at () 209-830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☒] **WILL** | [☐] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Contractor Signature	Title
83-3718890	
IRS Identification Number	
CEO/Coordinator	
Title	
5151 N Palm Ave. Suite 820	
Address	
Fresno CA 93704	

Tracy Unified SD

Tracy Unified School District
Date
Account Number to be Charged
Department/Site Approval
Budget Approval
Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: December 10, 2026
SUBJECT: **Approve Agreement for Special Contract Services with Finding Gobi at Williams Middle School for the 2025-2026 School Year**

BACKGROUND: International Bestselling Author, New York Times Bestselling Author, and 3 X Award Winning Children's Author Dion Leonard will present at Williams Middle School to 6th, 7th and 8th grade students. The visit is designed as an in-depth and thought-provoking presentation where Dion utilizes the true story of Finding Gobi as a foundation to discuss powerful themes relevant to adolescents, such as resilience, determination, empathy, global citizenship, and the impact of one person's actions on the lives of others. These captivating events encourage critical thinking, provide inspiration for personal goal-setting, and spark lively discussions about the importance of loyalty and making meaningful connections.

RATIONALE: Dion Leonard from Finding Gobi will perform three assemblies on the school site on February 17th to our 6th-8th grade students during the school day. The central theme of these assemblies is to address our school's diversity and to promote profound lessons in compassion, kindness, and teamwork. This supports the SPSA Strategic Goal #2: Provide a safe and equitable learning environment.

FUNDING: The cost, not to exceed \$2000, will be funded by Williams' Title 1 account.

RECOMMENDATION: Approve Agreement for Special Contract Services with Finding Gobi at Williams Middle School for the 2025-2026 School Year.

Prepared by: Jenny Hoffman, Principal, Williams Middle School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Finding Gobi, 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: Dion Leonard will provide 3 back to back assemblies in the MPR on Tuesday, February 7th, 1st- 3rd periods

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 3.5 () ☒ HOURS [] DAYS, under the terms of this agreement at the following location Williams Middle Sch.

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

- a. District shall pay \$1750 per [] HOUR [] DAY ☒ FLAT RATE, not to exceed a total of \$1750. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on February 17, 2026, and shall terminate on February 17, 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, Jen Hoffman, at (209) 830-3345 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 [☒] 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
164-89-3925

IRS Identification Number
Author

Title
2780 S Jones Blvd

Address
#200-3431

Las Vegas NV 89146

Tracy Unified School District
12/15/2026

Date
01-0709-0-1110-1000-5800-490-5302

Account Number to be Charged
Jen Hoffman

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: December 12, 2025
SUBJECT: Approve Williams Middle School Revised School Site Plan and Budget for 2025-2026 School Year

BACKGROUND: The 25-26 School Site Plans and Budgets were approved by the school board in Spring 2025 as required by the Every Student Succeeds Act (ESSA). Upon examination of vendor quotes, anticipated expenses, and funding sources for resources there are proposed adjustments to the site budget.

RATIONALE: Changes of this nature require both individual School Site Council and Local Education Agency (LEA) Governing Board approval. These changes were approved by the Williams Middle School Site Council during the month of December to meet site goals for student achievement and to reflect updated site needs. The proposed changes are as follows: Reduce 2b2 (assemblies and guest speakers) by \$1600 and add those funds to 4a2 (additional supplies) . Reduce 2b2 (School Counselor) by \$3000 based on updated salary of new employee. Add the additional resources to 4a4 (unforeseen expenses).

These changes support 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 District strategic goal #3: apply fiscal, operation, and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no additional cost for these revisions.

RECOMMENDATION: Approve Williams Middle School Revised School Site Plan and Budget for the 2025-26 School Year.

Prepared by: Jenny Hoffman, Principal, Williams Middle School.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent for Educational Services
DATE: January 13, 2026
SUBJECT: Approve Agreement with Educational Consulting Services

BACKGROUND: California Education Code permits school districts to recover Average Daily Attendance (ADA) for full-day student absences when students participate in four-hour, standards-aligned weekend instructional sessions. Tracy Unified School District proposes partnering with Educational Consulting Services (ECS), an organization that supports districts statewide, to assist district staff in developing and implementing a Saturday Attendance Recovery Program. Recovered ADA will offset staffing and operational costs associated with the program and is expected to generate additional revenue for the District's general fund. ECS will collaborate with District departments and participating school sites to support program implementation, including staff training, scheduling, curriculum development in partnership with teachers, and ongoing program coordination. This model places minimal to no burden on staff who choose not to participate, provides optional additional compensation opportunities for participating staff, delivers targeted instructional support for students, and enables the District to recover ADA associated with student absences.

RATIONALE: For each recovered student absence, Tracy Unified School District is projected to receive approximately \$80–\$120 in additional ADA revenue. Through the partnership with Educational Consulting Services, the District anticipates a net gain to the general fund after accounting for staffing costs and consulting fees, with minimal administrative impact and no impact on staff who choose not to participate. Participation in the program is voluntary for both staff and students. Once fully implemented, the District plans to offer approximately one attendance recovery session per site each month.

FUNDING: Educational Consulting Services will charge a one-time startup and training fee of \$4.50 per student at each site, estimated at approximately \$63,000 districtwide. Ongoing costs will include a \$10 fee per recovered student absence. All costs will be funded through Resource 0709

RECOMMENDATION: Approve Agreement with Educational Consulting Services.

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



CONSULTING SERVICES AGREEMENT

This agreement is made and entered on January 14, 2026 by and between the **TRACY JOINT UNIFIED SCHOOL DISTRICT** hereinafter referred to as the "District" and **EDUCATIONAL CONSULTING SERVICES INC.**, hereinafter referred to as "ECS".

It is hereby mutually agreed that ECS will provide consulting services to the DISTRICT under the following terms and conditions:

WHEREAS, the District is in need of special services and advice in financial, economic, accounting or administrative matters; and

WHEREAS, ECS is specially trained, experienced, and competent to provide the special services and advice required;

NOW, THEREFORE, the parties hereto agree as follows:

ECS will provide the following services:

Academic Attendance Recovery Coordinated (AARC) Program:

- Meet with District departments to implement the AARC Program
- Meet with participating sites to implement the AARC Program
- Provide program training
- Assist in the supervision for each AARC sessions
- Assist in developing curriculum ideas for the elementary/secondary grade levels
- Assist in distributing AARC teacher applications
- Assist with the AARC schoolteacher assignments
- Communicate regularly with school site administrator in charge of the AARC sessions and assist with the ongoing coordination of the program
- Identify & notify eligible students
- Prepare an attendance list of students who will be attending AARC
- Prepare parent/student notification letters
- Update attendance records
- Provide regularly district administration with student attendance and expenditure data
- Provide expense sheets after each AARC session

1. **Program Implementation Fee:** The District shall pay ECS a **one-time implementation fee** of \$4.50 per CBEDS enrollment for all sites who wish to participate and are eligible to participate. ECS will invoice the district after approval of the agreement and payment is due within 30 days of receipt.

2. **AARC Program Fee:** The District shall pay ECS a unit rate of \$10.00 per recovered student who attends the AARC Program and has an eligible absence to recover.



ECS will provide reports to the district after each session showing how many absences were recovered and ECS will invoice the district after each report is provided.

3. **Professional Development Training:** Beginning in the 2027-2028 school year, ECS shall provide a training session focused on the purpose, processes and systems associated with the AARC Program and aligned with district goals. The district shall pay ECS \$500.00 per eligible site to provide the AARC program training. ECS shall invoice the district at the beginning of each fiscal year.

4. **Performance Period:** This Agreement shall commence on January 14, 2026 and shall continue in full force and effect until June 30, 2029 unless terminated as set forth below.

5. **Provision of Information:** The District will prepare and furnish to ECS upon request information and documentation that is necessary to the performance of this Agreement which information shall not be unreasonably withheld.

6. **Termination for Convenience:** The District or ECS may terminate this Agreement with a written thirty-day notification from the Superintendent or designee. ECS shall be compensated for work completed up to the date of the receipt of the notice of termination or the date of actual termination, whichever is later.

7. **Indemnity:** ECS agrees to and shall hold harmless and indemnify the District, its agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever arising out of the services provided by ECS herein except as to those claims, demands, losses, damage and/or expense caused by the negligence and/or actions of those parties not under the direct supervision of ECS and/or its agents and employees.

8. **Severability:** In the event any portion of this Agreement is declared by a court of competent jurisdiction to be illegal or void, then such portion of this Agreement shall be deemed struck and the balance of this Agreement shall remain in force and effect as if the struck portion was never there.

9. **Assignment:** This Agreement is not assignable without written consent of the parties hereto which consent shall not be unreasonably withheld.

10. **Legal:** ECS shall comply with all applicable federal, state, and local laws, rules and regulations, and ordinances including worker's compensation. Should it be necessary for ECS to bring legal action of any type to enforce its rights under this Agreement then the prevailing party in such action shall be entitled to its reasonable attorney fees and costs incurred therein

11. This provision shall apply to any disputes arising out of this Agreement, including claims regarding the enforceability of this Agreement. For any disputes that cannot be



resolved informally, the parties agree that senior level representatives with settlement authority for both parties shall meet informally to attempt to resolve such dispute. In the event that a resolution is not achieved, the parties, prior to the initiation of any action or proceeding, shall submit the dispute to a mediator and negotiate in good faith to reach an agreement with respect to the dispute. In the event the dispute is not resolved through mediation, the parties agree that venue for any dispute shall be in the Superior Court for the State of California, San Bernardino County and the prevailing party to any litigation shall be entitled to recover its actual attorney's fees and costs.

12. **Entire Agreement:** This Agreement constitutes the entire understanding of the parties hereto and supersedes any prior proposals, understandings, correspondence or agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Educational Consulting Services, Inc.

Tracy Joint Unified School District

Signature

Federal ID Number 33-088505

Signature

Date:

TRACY UNIFIED SCHOOL DISTRICT
PUPIL INFORMATION ADDENDUM FOR
DIGITAL RECORDS STORAGE AND/OR
DIGITAL EDUCATIONAL SOFTWARE AGREEMENTS

Tracy Unified School District ("District") has entered into a consulting services agreement ("Agreement") dated January 14, 2026 with Educational Consulting Services, Inc. ("Contractors"). The Agreement includes the digital storage, management and retrieval of pupil records and/or digital educational software through which Contractors access, store and use pupil records. This Pupil Information Addendum ("Addendum"), executed by the District and Contractors as of the date set forth below, is intended to supplement and amend the terms of the Agreement, as set forth below. This Addendum concerns pupil records, as that term is defined by Education Code section 49073.1 ("Pupil Records") and covered information, which means personally identifiable information or materials as defined by Business and Professions Code section 22584 ("Covered Information").

1. Pupil Records Property of District. All Pupil Records are and will continue to be the property of and under the control of the District. The parties agree that as between them, all rights, including all intellectual property rights in and to Pupil Records shall remain the exclusive property of the District, and Contractors have a limited, nonexclusive license to such Pupil Records. The Agreement and Addendum do not give Contractors any rights, implied or otherwise, to Pupil Records, District content, or intellectual property, except as expressly stated in the Agreement and this Addendum.
2. Pupil-Generated Content. Notwithstanding the provisions of section 1, pupils shall retain ownership and control of pupil-generated content, if any (as that term is defined by Education Code section 49073.1(d)(4)). Contractors shall make all pupil-generated content, if any, available to the pupil who created it and provide a process by which a pupil can transfer his or her pupil-generated content to a personal account. If it is ever determined that pupil-generated content will be stored as part of this Agreement, within thirty (30) days of that determination, Contractors shall provide the District with a written description of the process it will provide to pupils in compliance with this section 2.
3. Use of Information in Pupil Records. Contractors may not and will not use any Pupil Record or information in a Pupil Record for any purpose other than those required or specifically permitted by the Agreement and this Addendum.

4. Personally Identifiable Information. Contractors shall provide a process by which a pupil's parent, legal guardian, or the eligible pupil can review the personally identifiable information in an account created for the pupil's academic-related records and correct erroneous information. If such an account is ever created, within thirty (30) days of the creation of such account, Contractors shall provide the District with a written description of the process it will provide to pupils and their parents/legal guardians in compliance with this section 4.

5. Security and Confidentiality of Pupil Records. Contractors will access, store and use Pupil Records in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractors' own data of a similar type. Without limiting the foregoing, Contractors warrant that all Pupil Records will be encrypted in transmission via web interface using SSL or for file transfers, a Secure FTP site.

In addition, Contractors will use industry-standards and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under the Agreement and/or this Addendum. Some examples of the practices include:

- Use of secure, company-managed devices with full-disk encryption, up-to-date antivirus protection, and OS patching
- Multi-factor authentication and strong password policies
- Role-based access controls ensuring only authorized personnel access student data
- Secure network access practices (no use of public Wi-Fi or unsecured networks)
- Compliance with FERPA, SOIPA, and applicable data privacy regulations, including annual staff training
- No data is downloaded, stored, or transferred outside of the District's systems without prior written consent

Contractors will designate employees or agents it holds and will hold primarily responsible for meeting the Contractors' duties to securely maintain and protect Pupil Records. Contractors will ensure that the designated persons have or will receive all training and information necessary to meet the Contractors' duties to securely protect and maintain Pupil Records. The designation of employees or agents required under this section does not relieve the Contractors of any of its duties under the law or the Agreement and/or this Addendum, nor relieve the Contractors of any liability for any breach thereof.

6. Unauthorized Disclosure. Immediately upon becoming aware of an unauthorized disclosure of Pupil Records, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Pupil Records, Contractors will notify the District, fully investigate the incident, and cooperate fully with the District's investigation of and response to the incident. Except as otherwise required by law, Contractors will not provide notice of the incident directly to parents, legal guardians, or pupils whose personally identifiable information was involved, to regulatory agencies, or to other entities, without prior written permission from the District. District may, by written request, direct Contractors to provide notice of the incident directly to parents, legal guardians, or pupils whose personally identifiable information was involved or to regulatory agencies or other entities.

7. Retention of Pupil Records. The Contractors hereby certify that Pupil Records shall not be retained or available to the Contractors, including any subcontractors, partners, or associated entities of the Contractors, upon completion of the terms of the Contractors and this Addendum. Notwithstanding the foregoing, Contractors may maintain pupil-generated content (as that term is defined by Education Code section 49073.1(d)(4)), if any, upon completion of the term of the Agreement and this Addendum if, and only if, the parent, legal guardian, or eligible pupil chooses to establish or maintain an account with the Contractors for the purpose of storing the pupil-generated content and the Contractors receives the written permission of a pupil's parent or legal guardian to establish or maintain the pupil's account.

In furtherance of the foregoing, upon termination or expiration of the Agreement and this Addendum, Contractors will ensure that all Pupil Records are securely returned or destroyed as directed by the District. Transfer to the District or a third party designated by the District shall occur within a reasonable period of time, and without significant interruption in service. Contractors shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the District or its transferee, and to the extent technologically feasible, that the District will have reasonable access to Pupil Records during the transition. In the event that the District requests destruction of any Pupil Records, Contractors agree to securely destroy all Pupil Records in its possession and in the possession of any subcontractors or agents to which the Contractors might have transferred Pupil Records. The Contractors agree to provide documentation of data destruction to the District.

8. Federal Educational Rights and Privacy Act. Contractors agree to assist District in maintaining the privacy of Pupil Records as may be required by State and Federal law, including but not limited to the Protection of Pupil Rights Amendment (PPRA), the

Children's Online Privacy Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and the Student Online Personal Information Protection Act (SOPIPA).

Contractors will provide access to Pupil Records, including deidentified information, only to its employees and subcontractors who need to access the data to fulfill Contractors' obligations under the Agreement and/or this Addendum. Contractors will ensure that employees and subcontractors who perform work under the Agreement and/or this Addendum have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Addendum. If Contractors will have access to "education records" for the District's students as defined under FERPA, Contractors acknowledge that, for the purposes of the Agreement and/or this Addendum, it will be designated as a "school official" with "legitimate educational interests" in the District education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractors agree to abide by the limitations and requirements imposed on school officials by FERPA and its implementing regulations. Contractors will use the education records only for the purpose of fulfilling its duties under the Agreement and/or this Addendum for District's and its pupil's benefit, and will not share such data with or disclose it to any third party except as provided for in this Addendum, required by law, or authorized in writing by the District.

9. No Targeted Advertising. Contractors will not use Pupil Records for advertising or marketing purposes unless such use is specifically authorized by this Agreement or otherwise authorized in writing by the District. Contractors will not use Pupil Records to engage in targeted advertising. Contractors are prohibited from mining Pupil Records for any purposes other than those agreed to by the parties.

10. Covered Information. To the extent Contractors are an operator of an Internet Web site, online service, online application, or mobile application, with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes, Contractors agree to comply with all of the requirements of Business and Professions Code section 22584. Contractors agree not to engage in targeted advertising as described in section 22584. Contractors agree not to use information, including persistent unique identifiers, created or gathered by the Contractors' site, service, or application, to amass a profile about a student except in furtherance of District's purposes. Contractors further agree to that it will not sell, disclose, or otherwise use Covered Information without the prior written consent of the District. Contractors will implement and maintain reasonable security procedures to protect Covered Information and fulfill all other requirements of Business and Professions Code section 22584.

11. Compliance with Law. In the event of a conflict between this Addendum and the Agreement, the terms of this Addendum shall govern. This Addendum is intended to comply with Education Code section 49073.1 and Business and Professions Code section 22584. In addition to any other penalties, if the Agreement and this Addendum, taken together, fail to comply with Education Code section 49073.1 and Business and Professions Code section 22584, the Agreement shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the Agreement. All parties subject to an Agreement voided in accordance with this paragraph and Education Code section 49073.1 or Business and Professions Code section 22584 shall return all Pupil Records and Covered Information in their possession to the District. The term of this Addendum is coextensive with the term of the Agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Addendum, in duplicate, as of the day and year first above written.

Tracy Unified School District

Name & Title: _____

Date: _____

Educational Consulting Services, Inc.

Name & Title: _____

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: December 19, 2025
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATIONS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Ibarra Castaneda, Leslie Administrative Secretary	KHS	12/14/2025	Accepted Position
Thompson, Lydia Coordinator of Maintenance, Operations, and Transportation	MOT	12/1/2025	Accepted Position

BACKGROUND:

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Carrera, Hector Bus Driver/Grounds/Custodian	MOT	12/31/2025	Retirement

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Banales, Linda Food Service Worker I	FES	12/14/2025	Accepted Position
Garza, Jesusa School Supervision Assistant	GKES	12/14/2025	Accepted Position
Fernandez, Hector Utility Person III	MOT	11/30/2025	Accepted Position
Vasquez Lopez, Karla Para Educator I	WHS	12/19/2025	Personal
Zermeno Parra, Doris School Supervision Assistant	SWP	11/30/2025	Accepted Position

BACKGROUND:**COACH RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Anastasio, Stephen Boys' JV Volleyball	KHS	12/9/2025	Retired

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

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



HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: December 19, 2025
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Ibarra Castaneda, Leslie

Thompson, Lydia

BACKGROUND:

Aceves, Heidi

MANAGEMENT/CLASSIFIED CONFIDENTIAL

Human Resources Clerk (Replacement)
Human Resources/DEC
LMH Range 7, Step C - \$33.53 per hour
Fund: General

Director of Maintenance, Operations, and
Transportation (Replacement)
LME Range 58, Step A - \$700.85 per day
Fund: 25% General Fund
25% Ongoing and Major Maintenance
25 % Home-to-School Transportation
25% Special Education Transportation

CERTIFICATED

Poet-Christian Elementary School
SDC 6-8 Mild/Moderate (Replacement)
"A" Class I, Step 1 - \$33,568.00
Fund: Special Education

BACKGROUND:

Aerolla, Kalyana Shanthi

Ahmad, Lindsey

Almnajed, Omayya

Avila, Kimberlee

Banales, Linda

Barrera Ramirez, Gloria

Biel, Zacary

Bradburn, Grace

Brambila, Elizabeth

CLASSIFIED

Special Education Para Educator (New)
Jacobson School
Range 30, Step E - \$26.67 per hour
Fund: Special Education

Para Educator/Hygiene Assistance (New)
Bohn School
Range 30, Step B - \$23.19 per hour
Fund: General Fund

Para Educator I (Replacement)
Jacobson School
Range 24, Step B - \$20.17 per hour
Fund: Title I

Para Educator I (New)
George Kelly School
Range 24, Step B - \$20.17 per hour
Fund: AMIM

Utility Person II (New)
Freiler School
Range 35, Step C - \$27.33 per hour
Fund: 50% General
50% ELOP

Para Educator/Hygiene Assistance (New)
Hirsch School
Range 30, Step B - \$23.19 per hour
Fund: General

Para Educator I (New)
North School
Range 24, Step B - \$20.17 per hour
Fund: Prop 28

IEP Para Educator I (New)
Tracy Young Adult Program
Range 30, Step B - \$23.19 per hour
Fund: SPED IDEA

Roving Para Educator II (New)
Educational Services/DEC
Range 34, Step B - \$25.47 per hour
Fund: General

Buchan, Amaya	IEP Para Educator I (Replacement) Kimball High School Range 30, Step B - \$23.19 per hour Fund: Special Education
Chugh, Uma	Para Educator/Hygiene Assistance (New) Central School Range 30, Step B - \$23.19 per hour Fund: General
Fernandez, Hector	Utility Person III (Replacement) Warehouse/DEC Range 30, Step E - \$32.21 per hour Fund: 30% General 70% Special Education Transportation
Flores-Leckbee, Leticia	Para Educator I (Replacement) George Kelly School Range 24, Step E - \$23.19 per hour Fund: Targeted SES
Garcia, Savannah	Para Educator for Therapeutic Behavior (New) Hirsch School Range 32, Step C - \$25.47 per hour Fund: Mental Health Related Services
Garza, Jesusa	School Supervision Assistant (Replacement) George Kelly School Range 21, Step E - \$21.60 per hour Fund: General
Garza, Lauren	Special Education Para Educator I (Replacement) North Preschool Range 30, Step C - \$24.26 per hour Fund: Special Education
Gonzalez De Gomez, Daysi	Para Educator for Therapeutic Behavior (New) Hirsch School Range 32, Step E - \$27.94 Fund: Mental Health Related Services
Govindan, Suganya	Special Education Para Educator I (New) Kimball High School Range 30, Step B - \$23.19 per hour Fund: Special Education

Harris, Bertha	School Supervision Assistant (Replacement) McKinley School Range 21, Step A - \$18.00 per hour Fund: General
Kaliraj, Geetha	Para Educator/Hygiene Assistance (New) Art Freiler School Range 30, Step B - \$23.19 per hour Fund: General
Kardous, Kristin	Special Education Para Educator I (New) George Kelly School Range 30, Step C - \$24.26 per hour Fund: Special Education
Khaira, Talwinder	Bus Driver (New) Transportation/MOT Range 38, Step E - \$32.21 per hour Fund: Special Education Transportation
Kuhlmann, Tina	IEP Para Educator I (New) Tracy Young Adult Program Range 30, Step A - \$22.14 per hour Fund: SPED IDEA
Martinho, Alyssa	IEP Para Educator I (New) George Kelly School Range 30, Step B - \$23.19 per hour Fund: Special Education
McElvogue, Marnie	IEP Para Educator I (Replacement) Villalovoz School Range 30, Step E - \$26.67 per hour Fund: Special Education
Meza, Veronica	Roving Para Educator II (New) Educational Services/DEC Range 34, Step B - \$25.47 per hour Fund: General
Moreno Pacheco, Mayra	IEP Para Educator I (New) McKinley School Range 30, Step E - \$26.67 per hour Fund: Special Education
Mundekottil, Soumya Ravindran	IEP Para Educator I (New) Villalovoz School Range 30, Step C - \$24.26 per hour Fund: Special Education

Murugaiyan, Sangeetha	IEP Para Educator I (New) Art Frieler School Range 30, Step B - \$23.19 per hour Fund: Special Education
Nice, Erin	Para Educator I (Replacement) Hirsch School Range 24, Step C - \$21.15 per hour Fund: Targeted SES
Olson, Amanda	Para Educator II (Replacement) Villalovoz School Range 32, Step E - \$27.94 per hour Fund: AMIM
Pacheco, Raquel	School Supervision Assistant (Replacement) Stein/South/West Park School Range 21, Step E - \$21.60 per hour Fund: 83% General 17% Targeted SES
Parras, Lisa	IEP Para Educator I (New) Bohn School Range 30, Step D - \$25.47 per hour Fund: Special Education
Ramirez, Selene	Roving Para Educator II (New) Educational Services/DEC Range 34, Step B - \$25.47 per hour Fund: General
Salvador-Eusebio	Food Service Worker (Replacement) Tracy High School Range 25, Step B - \$20.69 per hour Fund: Child Nutrition – School Program
Tyagi, Shalu	Special Education Para Educator I (Replacement) Art Freiler School Range 30, Step C - \$24.26 per hour Fund: Special Education
Velangi, Liz Shilpa Pauline	Roving Para Educator II (New) Educational Services/DEC Range 34, Step B - \$25.47 per hour Fund: General

Zermeno Parra, Doris

School Supervision Assistant (Replacement)
South/West Park Elementary
Range 21, Step A - \$18.00 per hour
Fund: General

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent for Business Services
DATE: December 16, 2025
SUBJECT: **Adopt Resolution #25-11 Authorizing and Defining Names to Sign Orders on School District Funds**

BACKGROUND: Pursuant to Education Code Sections 35161 and 42632 through 42652, the Board of Trustees legally delegates the function of signing orders on school district funds.

Periodically, the San Joaquin County Office of Education requests an update of the District's authorized signatures whenever there is a change in management staff. At the board meeting of June 23, 2025, the board approved Resolution #24-22, authorizing and/or removing designated employee signatures. Since that time, staffing changes have occurred, resulting in a need to modify the original list.

Pursuant to Education Code Sections 35161 and 42632 through 42652, and as directed by the San Joaquin County Office of Education, a copy of the signed Resolution #25-11, authorizing and/or removing designated employees' signatures, will be mailed to their office following the regularly scheduled Board Meeting of January 13, 2026.

RATIONALE: As directed by Education Code Sections 35161 and 42632 through 42652, and at the recommendation and suggestion of the San Joaquin County Office of Education, a periodic update of the Tracy Unified School District authorized signatures is necessary.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution #25-11 Authorizing and Defining Names to Sign Orders on School District Funds.

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



TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #25-11
Resolution Authorizing and Defining Names to Sign Orders on
School District Funds

WHEREAS, pursuant to Sections 35161 and 42632 through 4265213 of the Education Code and by resolution, the Board of Trustees of the Tracy Unified School District appoints as agents, delegates, empowers, and authorizes certain employees of the Tracy Unified School District to sign orders, payroll, payments to vendors, and other official documents on its behalf; and

WHEREAS, by Resolution #24-22, dated June 23, 2025, certain employees were designated and empowered to sign orders on behalf of the Tracy Unified School District,

NOW, THEREFORE BE IT RESOLVED, pursuant to Education Code Sections 35161, and 42632 through 42652, and by Resolution #25-11, The Board of Trustees of the Tracy Unified School District wishes to define, authorize, include and appoint as agents to sign orders and other official documents as needed, including all official federal and state documents on behalf of Tracy Unified School District:

Dr. Robert Pecot, Superintendent
Tania Salinas, Associate Superintendent for Business Services
Lori Nelson, Director of Financial Services
Dr. Zachary Boswell, Associate Superintendent for Educational Services
Tammy Jalique, Associate Superintendent for Human Resources
Dr. Michael Bunch, Director of Continuous Improvement, State & Federal Programs
Eloy Vento, Director of Facilities Development and Planning
Michelle Daniel, Director of School Business Support Services and Purchasing
(Purchase orders only)
Lydia Thompson, Director of Maintenance, Operations, and Transportation Services
(Transportation and Facility Use contracts only)
Brandy Campbell, Director of Food Services (Food Service contracts only)

BE IT FURTHER RESOLVED that a copy of this resolution, duly certified by the Clerk of the Board of the Tracy Unified School District, containing the signatures of the authorized agents, be sent to the San Joaquin County Superintendent of Schools and the Auditor/Controller of San Joaquin County.

**PASSED, ADOPTED, AND CERTIFIED THIS 13TH DAY OF JANUARY, BY THE
FOLLOWING VOTE:**

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District



TRACY UNIFIED SCHOOL DISTRICT - VERIFICATION OF AUTHORIZED
SIGNATURES

DR. ROBERT PECOT, SUPERINTENDENT

TANIA SALINAS, ASSOCIATE SUPERINTENDENT FOR BUSINESS SERVICES

LORI NELSON, DIRECTOR OF FINANCIAL SERVICES

DR. ZACHARY BOSWELL, ASSOCIATE SUPERINTENDENT FOR EDUCATIONAL
SERVICES

TAMMY JALIQUE, ASSOCIATE SUPERINTENDENT FOR HUMAN RESOURCES

DR. MICHAEL BUNCH, DIRECTOR OF CONTINUOUS IMPROVEMENT, STATE &
FEDERAL PROGRAMS

ELOY VENTO, DIRECTOR OF FACILITIES DEVELOPMENT AND PLANNING

MICHELLE DANIEL, DIRECTOR OF SCHOOL BUSINESS SUPPORT SERVICES AND
PURCHASING (Purchase orders only)

LYDIA THOMPSON, DIRECTOR OF MAINTENANCE, OPERATIONS, AND
TRANSPORTATION SERVICES (Transportation and Facility Use contracts only)

BRANDY CAMPBELL, DIRECTOR OF FOOD SERVICES (Food Service contracts only)

VERIFICATION: I, Olinga Ybarra-Alexander, being duly elected, qualified, and acting Clerk of the Board of Trustees of the Tracy Unified School District of the County of San Joaquin, State of California, on penalty of perjury, affirm and verify that the above signatures are, of my own knowledge, the true signatures of said persons.

CLERK
BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT

DATE:



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: January 13, 2026
SUBJECT: **Approve and Adopt Resolution #25-09 Annual Developer Fee Report & Five-Year Findings for Fiscal Year 2024-2025**

BACKGROUND: Effective January 1, 1997, Senate Bill No. 1693 amended the Government Code to add additional reporting requirements regarding developer fees, which are assessed on new development to mitigate the impact of that development on school facilities. Subsequently, Assembly Bill No. 516, effective January 1, 2024, made further modifications to these requirements. The Annual Developer Fee Report and Five-Year Finding requirements are set forth in Government Code sections 66001 & 66006

RATIONALE: Tracy Unified School District (the “District”) has levied statutory and/or other fees imposed on new development (“Developer Fees”) pursuant to various resolutions including, without limitation, Resolution No. 21-16, dated April 12, 2022, Board Action on March 25, 2020, Resolution No. 17-24, dated March 13, 2018, and Resolution No. 17-03, dated September 12, 2017, which are collectively referred to herein as the “School Facilities Fee Resolutions” and are incorporated by reference into the proposed Resolution. The School Facilities Fee Resolutions were adopted under the authority of Education Code section 17620, et seq., and Government Code section 65995, et seq.

In accordance with California Government Code section 66006(a), the District has established a separate capital facilities account or fund, more specifically identified as Fund 25, Capital Facilities Fund (“Fund”), deposited these Developer Fees and mitigation payments in the Fund (including interest income earned thereon), maintained the Fund in a manner to avoid any commingling of the Developer Fees and mitigation payments with other revenues and funds of the District, except for temporary investments, as applicable, and expended the Developer Fees solely for the purposes for which they were collected. The Tracy Unified School District’s Fiscal Year 2024-2025 Annual Developer Fee Report and Five-Year Developer Fee Findings (Exhibit A to the proposed Resolution) (the “Report”) reflect the status of the Fund in accordance with the requirements set forth under Government Code section 66006(b)(1). The Report was made available to the public on December 15, 2025.

The proposed Resolution makes various findings and takes various actions regarding the Fund, including the approval and adoption of the Report, as required by and in accordance with Government Code sections 66001(d) and 66006(b).

FUNDING: Fund 25 - Mitigation/Developer Fees.

RECOMMENDATIONS: Approve and Adopt Resolution #25-09 Annual Developer Fee Report & Five-Year Findings for Fiscal Year 2024-2025.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #25-09**

**APPROVING AND ADOPTING THE ACCOUNTING OF DEVELOPER FEES
(ANNUAL DEVELOPER FEE REPORT & FIVE-YEAR FINDINGS)
FOR FISCAL YEAR 2024-2025
IN THE FOLLOWING FUND OR ACCOUNT:**

Fund 25-Mitigation/Developer
(Government Code sections 66001(d) & 66006(b))

1. Authority and Reasons for Adopting this Resolution.

- A. Pursuant to Government Code section 65995(b)(3), the State Allocation Board, at its meeting in January 2022, and subsequently at its meeting in January 2024, adjusted the maximum amount of statutory school impact fees that may be imposed on new development based on the RS Means Construction Cost Index, which is independently published and referenced in the statute establishing school impact fees.
- B. Tracy Unified School District ("District") has levied statutory and/or other fees imposed on new development ("Developer Fees") pursuant to various resolutions including, without limitation, Resolution No. 24.21, dated June 23, 2025, and Resolution No. 21-16, dated April 12, 2022, which are collectively referred to herein as the "School Facilities Fee Resolutions" and are hereby incorporated by reference into this Resolution. These resolutions were adopted under the authority of Education Code section 17620, *et seq.* and Government Code section 65995, *et seq.*
- C. Such Developer Fees also include mitigation payments imposed pursuant to various voluntary and mutually beneficial mitigation agreements entered into, and paid, in lieu of statutory developer fees. While such mitigation payments are exempt from the annual reporting requirements of Government Code sections 66001(d) & 66006(b), they are included in the report in order to show a complete picture of collections and expenditures to accommodate student growth generated by new development.
- D. The District has received and expended Developer Fees and mitigation payments in fiscal year 2024-2025 in connection with the construction, reconstruction, rehabilitation, expansion, and refurbishment of the District's school facilities ("School Facilities") necessary to accommodate student

population growth resulting from development, to provide necessary public school facilities essential to serve residential and commercial/industrial development projects, to cover costs attributable to the increased demand or School Facilities reasonably related to new development and necessary to maintain existing levels of service, to reduce overcrowding caused by the development on which the fees were imposed, to reimburse the District for expenditures previously made on School Facilities, and/or for indirect and support services and other school-related considerations relating to the District's ability to accommodate enrollment growth generated from new development as permitted by law, including administrative costs in connection with the collection of fees, and legal fees and other costs connected with the establishment of the fee and the required reportings. Such School Facilities projects (and other school-related considerations) include, without limitation, projects listed in the attached 2024-2025 Annual Developer Fee Report and Five-Year Developer Fee Findings, prior Annual Developer Fee Reports and Five-Year Findings, the Fee Studies, and the District's Facilities Master Plan, (currently under revision with anticipated finalization occurring in Winter 2024), and any updates thereto ("Master Plan"), which are each incorporated herein by reference.

- E. The collection of the Developer Fees is essential to provide necessary public school facilities to serve residential and commercial/industrial development projects, and is necessary to avoid, substantially lessen, or otherwise mitigate impacts of such projects on school facilities under the California Environmental Quality Act (Public Resources Code, §§21000, et seq.). As recognized in the environmental review documents for the City of Tracy 2023-2031 Housing Element Update and General Plan, and other attendance boundary area jurisdictions, payment of School Impact Fees by developers serves as mitigation under CEQA to partially address the impact of development on school facilities. Pursuant to Senate Bill No. 50, payment of statutorily capped School Impact Fees provides full and complete mitigation of impacts on school facilities.
- F. The School Facilities Fee Resolutions approved and adopted the District's current and past Justification Studies, and the findings contained therein (collectively, the "Fee Studies"), which are each incorporated herein by reference. The Fee Studies and adopting School Facilities Fee Resolutions establish the requisite reasonable relationship (essential nexus) and rough proportionality between the purpose, need for, and use of the Developer Fees and the impact of development constructed within the District's boundaries in accordance with applicable law.
- G. In accordance with California Government Code section 66006(a), the District has established a separate capital facilities account or fund, more specifically identified as **Fund 25, Capital Facilities Fund** ("Fund"), deposited these Developer Fees and mitigation payments in the Fund (including interest income earned thereon, if any), maintained the Fund in a manner to avoid any commingling of the Developer Fees and mitigation payments with other

revenues and funds of the District, except for temporary investments, as applicable, and expended the Developer Fees solely for the purposes for which they were collected.

H. Government Code section 66006(b)(1) requires the District to make an annual accounting of the Fund ("Annual Developer Fee Report"), which shall contain the following information for the fiscal year:

- (i) A brief description of the type of Developer Fees in the Fund;
- (ii) The amount(s) of the Developer Fee(s);
- (iii) The beginning and ending balance of the Fund;
- (iv) The amount of the Developer Fees collected and the interest earned;
- (v) An identification of each District public improvement ("Project") that Developer Fees were expended on, and the amount of the expenditures on each Project, including the total percentage of the cost of the Project that was funded with Developer Fees;
- (vi) Construction Status
 - a. An identification of an approximate date by which the construction of a Project will commence if the District determines that sufficient funds have been collected to complete financing on an incomplete Project, as identified in Government Code section 66001(a)(2), and the Project remains incomplete;
 - b. An identification of each public improvement identified in a previous report pursuant to (a), above,) and whether construction began on the approximate date noted in the previous report.
 - c. For a project identified pursuant to (b), above, for which construction did not commence by the approximate date provided in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction.
- (vii) A description of each interfund transfer or loan made from the Fund, including the Project on which the transferred or loaned Developer Fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the Fund will receive on the loan; and
- (viii) The amount of refunds made pursuant to Government Code section 66001(e), the number of persons or entities identified to receive those refunds, and any allocations made pursuant to Government Code section 66001(f).

- I. Furthermore, Government Code section 66001(d) provides that for the fifth fiscal year following the first deposit of Developer Fees into the Fund, and every five years thereafter, the District shall make all of the following “Findings” with respect to that portion of the Fund remaining unexpended, whether committed or uncommitted, if there are any funds remaining in the Fund at the end of the 2024-2025 fiscal year:¹
- (i) Identification of the purposes to which the Developer Fees are to be put;
 - (ii) Demonstration of a reasonable relationship between the Developer Fees and the purposes for which they are charged;
 - (iii) Identification of all sources and amounts of funding anticipated to complete financing of the District’s incomplete Projects (“Anticipated Funding”); and
 - (iv) Designation of the approximate dates on which the Anticipated Funding is expected to be deposited into the Fund.

When the Findings are required by Government Code section 66001(d), they shall be made in connection with the Annual Developer Fee Report required by Government Code section 66006.

- J. Government Code sections 66001(d) and 66006(b)(2) further require that the Annual Developer Fee Report and the proposed Five-Year Developer Fee Findings be made available to the public within 180 days of the end of the fiscal year, that the Annual Developer Fee Report information and proposed Findings be reviewed by this Board at its next regularly scheduled board meeting held no earlier than 15 days after such information becomes available to the public, and that notice of the time and place of this meeting (as well as the address and website where the Annual Developer Fee Report and proposed Findings may be reviewed) be mailed at least 15 days prior to this meeting to anyone who has requested it. Any person may file a written request for mailed notice of the District’s Board Meeting to review the Annual Developer Fee Report pursuant to Government Code section 66006(b).
- K. The Annual Developer Fee Report for the 2024-2025 fiscal year and proposed Five-Year Developer Fee Findings are attached hereto as Exhibit “A” and incorporated herein. The Superintendent has informed this Board that the Annual Developer Fee Report and proposed Findings were made available to the public on or before December 27th, 2025, and may be found on the district’s website at the following link:

¹ In the interest of transparency and consistency, the District strives to provide the information set forth under subpart (d) on an annual basis. However, the District’s legal obligation to provide the information set forth in Government Code section 66001 is only mandated every five-years from the date of first deposit into Fund 25 after it was established.

<https://www.tracy.k12.ca.us/departments/facilities>. The Superintendent has further informed this Board that notice of the time and place of this meeting (as well as the address at which this information has been available for review) was posted on the District's website and mailed at least 15 days prior to this meeting to anyone who had requested it.

- L. Pursuant to Government Code section 66006(d), any person may request an audit of the District's Developer Fees pursuant to Government Code section 66023.
- M. The facts and Findings set forth in the School Facility Fee Resolutions and the District's Justification Study are incorporated herein.
- N. The District has substantially complied with all of the foregoing provisions.
- O. The Superintendent has also informed this Board that there is no new information that would adversely affect the validity of any of the findings made by this Board in its applicable School Facilities Fee Resolutions.
- P. The District's Annual Independent Auditor's Report (Audit) for the 2024-2025 fiscal year is still pending completion. Should any modifications to the 2024-2025 Annual Developer Fee Report and Five-Year Developer Fee Findings be necessary upon completion of the audit, such modifications shall be presented to the public at least 15 days before review and approval by the Board at a regularly scheduled meeting, which shall occur no later than 180-days from the end of the 2024-2025 fiscal year.

2. What This Resolution Does.

This Resolution makes various findings and takes various actions regarding the Fund, including the approval and adoption of the Fiscal Year 2024-2025 Annual Developer Fee Report and Five-Year Developer Fee Findings, as required by and in accordance with Government Code sections 66001(d) and 66006(b).

NOW, THEREFORE, BASED ON ALL FINDINGS AND EVIDENCE CONTAINED IN, REFERRED TO, OR INCORPORATED INTO THIS RESOLUTION, AS WELL AS THE EVIDENCE PRESENTED TO THIS BOARD AT THIS MEETING, THE TRACY UNIFIED SCHOOL DISTRICT'S BOARD OF EDUCATION HEREBY FINDS, RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

Section 1: That the foregoing recitals are true, and together with the Exhibits hereto and above-referenced documents incorporated by reference, are collectively incorporated herein.

Section 2: That, pursuant to Government Code sections 66001(d) and 66006(b)(1) and (2), the District has made available to the public the requisite information and proposed findings concerning collection and expenditure of Developer Fees related to School Facilities for students resulting from new development within the District. Although not required by

statute, in the interest of transparency and consistency, the District has further included such information on mitigation payments collected and expended in said Report and proposed Findings. Furthermore, pursuant to Government Code sections 66001(d)(2) and 66006(b)(2), the Board has reviewed the Developer Fees Report and proposed Findings at a public meeting not less than 15 days after the Developer Fees Report and proposed Findings were made available to the public and notice was posted on the District's website and mailed as required.

Section 3: That, in accordance with Government Code section 66006(b)(2), this Board has reviewed the Fiscal Year 2024-2025 Annual Developer Fees Report as contained in Exhibit A (attached hereto and incorporated herein) and determined that it meets the requirements set forth in Government Code section 66006(b)(1). Together in conjunction with its review and consideration of the 2024-2025 Annual Report & Findings, the Board has reviewed and considered the District's School Facilities Fee Resolutions, the current and past Fee Studies, the prior Annual Developer Fee Reports and Five-Year Findings, including the Report & Findings from fiscal year 2024-2025 and its adopting Resolution ("Prior Report"), the Master Plan, and the findings set forth therein, respectively, and hereby reasserts said findings. The School Facilities Fee Resolutions, the Fee Studies, the Prior Report, and the Master Plan are incorporated herein by reference.

Section 4: That the collection of the Developer Fees is essential to provide necessary public school facilities to serve residential and commercial/industrial development projects, and is necessary to avoid, substantially lessen, or otherwise mitigate impacts of such projects under CEQA. For this reason, the imposition of school impact fees on development projects located within the District's boundaries at the then-current rate in effect, payable at the time of building permit issuance, is mitigation of such development's impacts on school facilities under CEQA and is necessary to lessen such impacts. Moreover, the Board reaffirms its findings that the Fee Studies and adopting School Facilities Fee Resolutions establish the requisite reasonable relationship (essential nexus) and rough proportionality between the purpose, need for, and use of the Developer Fees and the impact of development constructed within the District's boundaries in accordance with applicable law as more specifically set forth therein, and as set forth in the 2024-2025 Report & Findings. The Board additionally finds that, in accordance with Government Code section 66001(d), the District's proposed Five-Year Developer Fee Findings as set forth in Exhibit A (attached hereto and incorporated herein) contain the requisite findings and are made in connection with the public information set forth in the Annual Developer Fees Report. The District's School Facility Fee Resolutions and the District's Justification Study, and the Findings set forth therein, are incorporated herein.

Section 5: That the Board hereby determines that all Developer Fees, collections, and expenditures have been received, deposited, invested, expended, and reported in compliance with the relevant sections of the Government Code and all other applicable laws.

Section 6: That the unexpended amounts currently held in the Fund are either encumbered for projects already approved by the Board or will be needed for projects already identified in the District's budget, Annual Reports & Findings, and/or facilities master planning documents (including, without limitation, the Master Plan) and as otherwise justified by the Fee Studies and adopted by the School Facilities Fee Resolutions.

Section 7: The Board hereby determines that, because all of the findings required by Government Code section 66001(d) have been made with respect to the fees that were levied as more specifically set forth in Exhibit A, the District is not required to refund any moneys in the Fund as provided in Government Code section 66001(e).

Section 8: That the Board hereby determines that the District is in compliance with Government Code section 66000, *et seq.*, relative to receipt, deposit, investment, expenditure, reporting, or refund of Developer Fees received and expended relative to School Facilities for students generated from new development.

Section 9: That the Board hereby approves and adopts the attached Fiscal Year 2024-2025 Annual Developer Fees Report and Five-Year Developer Fee Findings.

Section 10: The Board further directs and authorizes the Superintendent to take on its behalf such further action as may be necessary and appropriate to effectuate this Resolution.

PASSED AND ADOPTED, THIS THIRTEENTH DAY OF JANUARY 2026, BY THE FOLLOWING VOTE:

AYES: NOES: ABSTAIN: ABSENT:

Attest:

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District

EXHIBIT A

TRACY UNIFIED SCHOOL DISTRICT'S FISCAL YEAR 2024-2025 ANNUAL DEVELOPER FEE REPORT AND FIVE –YEAR DEVELOPER FEE FINDINGS

(Government Code §§ 66001 & 66006)

I. Annual Developer Fee Report

The fee amounts reported were authorized by the District's Board of Education.² The fees partially mitigate the impact caused by residential and commercial/industrial development and do not adequately fund the school facilities necessary to accommodate student growth.

Each of the capitalized letters A-H, below, correspond to the specific letter and portion of Government Code section 66006(b)(1).

A. FEES COLLECTED IN FUND 25 (CAPITAL FACILITIES FUND):

A brief description of the types of Developer Fees in the Fund:

- (1) Statutory Level 1 Developer Fees
 - Commercial/industrial development
 - Mini-storage category of commercial/industrial development
 - New residential development, including Accessory Dwelling Units (“ADU”)
 - Residential additions, remodels, expansions, reconstruction, and conversions
 - Senior housing
- (2) Mitigation Payments³ pursuant to voluntary mitigation agreements
 - New residential development
 - Commercial/industrial development

² See Resolution No. 17-24, dated March 13, 2018, and Resolution No. 21-16, dated April 12, 2022.

³ Although mitigation payments collected in lieu of statutory developer fees pursuant to various mitigation agreements entered into between the District and certain developers/owners are exempt from the reporting requirements of Government Code section 66001(d) and 66006(b), such mitigation payments are included in this report to provide a complete picture of collections and expenditures necessitated to accommodate student growth generated by new development for purposes of consistency and transparency. Such amounts vary by mitigation agreement, type of development, time of payment, contractual adjustments, and other factors specific to the particular agreement based on terms mutually agreed upon by the parties.

B. AMOUNT OF FEE – The amount of the Developer Fees for the 2024-2025 fiscal year:

Type of Fee Collected		TK-12 Boundaries	K-8 Feeder Boundaries (Grades 9-12)	TK-12 Boundaries	K-8 Feeder Boundaries (Grades 9-12)
<i>Effective Date:</i>		6/11/22	6/11/22	8/22/2025	8/22/2025
Level 1 - Residential		\$4.79/sf	\$1.1975/sf	\$5.17/sf	\$1.29/sf
Level 1 - Commercial/Industrial		\$0.78/sf	\$0.195/sf	\$0.84/sf	\$0.21/sf
Level 1 - Rental/Mini-storage		\$0.066/sf	\$0.012/sf	\$0.03/sf	\$0.017/sf
Level 1 - Senior Housing		\$0.78/sf	\$0.78/sf	\$0.84/sf	\$0.21/sf
Level 1 - Hotel/Motel				\$0.538/sf	\$0.21/sf

C. BEGINNING & ENDING FUND BALANCE FOR FISCAL YEAR 2024-2025:

July 1, 2024, Beginning Fund Balance:	\$36,886,728.80
June 30, 2025, Ending Fund Balance:	\$22,705,944.47 ⁴

⁴ The District's practice is to transfer funds held in Fund 25, which accounts for developer fees, upon full project completion and final payment. Thus, the Ending Balance is not a true reflection of the available Fund 25 balance because it does not account for expenditures made for projects from other accounts, such as Fund 01 and 35, but not yet transferred out of Fund 25, or for planned projects or projects in the preliminary development stages for which amounts have been encumbered / committed by contract or otherwise, but not yet expended.

D. REVENUE:

The amount of the Developer Fees collected and the interest earned, if any, for the 2024-2025 fiscal year:

Amount of fees collected (gross):	\$3,099,904.67
Interest earned (N/A):	\$181,429
TOTAL REVENUE (GROSS):	\$ 3,281,333.67

E. EXPENDITURES:

Projects on which Developer Fees were expended during Fiscal Year 2024-2025 and the amount of the expenditures on each Project, including the total percentage of the cost of the Project that was funded with Developer Fees:

	Project	Amount Expended in Fiscal Year 2024- 2025	% Funded with Developer Fees
1.	Professional/Consulting Services – Dannis Woliver Kelley legal fees incurred in connection with fee-related school facility projects, fee adoption, and requisite reporting (Ed. Code, s. 17620(a)(5); Gov. Code, s. 66001(a),(b)&(d); 66016; & 66018).	\$20,634	100%
2.	Justification Study and Level 2 SFNA (Woolpert)	\$99,500.00	100%
3.	West High School Agricultural Center Expansion Project Phase 1 (to accommodate student growth generated by new development)	\$2,616,610.22 ⁵	100%
4.	Architectural services for Kimball High Expansion of Classroom Facilities (to accommodate student growth generated by new development and to maintain existing levels of service due to the increase demands on the facilities generated by new development).	\$28,391.81 (current design review fees)	100%
5.	Restroom Assessment – Various District campuses – George Kelley ES, Bohm ES, Hirsch ES, Jacobson ES, Freiler ES, North ES, Poet ES (to accommodate growth generated by new development)	\$53,392.27	100%

⁵ Work completed through June 30, 2024 equals \$227,500. Work completed through June 30, 2025 equals \$2,844,110.22.

6.	George Kelley ES / Freiler ES – Library Furnishings (to accommodate growth generated by new development)	\$4,471.41	100%
7.	Hirsch ES / Williams MS / Kimball HS – Library furnishings (to accommodate growth generated by new development)	\$302,226.52	100%
8.	TK Portables – Phase 2 - Bohn Elementary School, Freiler Elementary, Gladys Poet Christian Elementary, Hirsch Elementary, Jacobson Elementary, and Villalovoz Elementary) (to accommodate growth generated by new development)	\$8,984,287.40	100%
9.	TK Portables – Phase 3 - Bohn Elementary School, Freiler Elementary, Gladys Poet Christian Elementary, Hirsch Elementary, Jacobson Elementary, and Villalovoz Elementary) (to accommodate growth generated by new development)	\$1,575,671.35	100%
10.	Construction management support services for multiple facilities projects due to increased demand on the facilities generated by new development (RGMK)	\$348,099.80	100%
11.	Architectural Services for Modular Building Expansion - Bohn Elementary School, Freiler Elementary, Gladys Poet Christian Elementary, Hirsch Elementary, Jacobson Elementary, and Villalovoz Elementary) (to accommodate growth generated by new development)	\$1,273,079.65 ⁶	100%
12.	Reimbursement of direct and administrative costs incurred for collecting developer fees for 2024-2025 FY (up to 3% of amount of developer fees collected in same fiscal year)*	\$92,997.14 (3% of revenues 2024-2025 FY developer fee revenues of \$3,099,904.67)	100%

⁶ Work completed through June 30, 2024 equals \$2,201,152.21. Work completed through June 30, 2025 equals \$3,474,231.86.

13.	ELOP portable buildings – Districtwide main construction and inspections, TK Phase 1 due to increased demand on the facilities generated by new development (Districtwide, including , i.e., Bohn Elementary School, Freiler Elementary, Gladys Poet Christian Elementary, Hirsch Elementary, Jacobson Elementary, and Villalovoz Elementary))	\$287,615.13. ⁷	100%
14.	Central Elementary - Central Playground Structure & Playground Upgrades Project at Central Elementary to maintain existing levels of service due to increased demand on the facilities generated by new development	\$312,787.70	100%
15.	Stein HS,– upgrade to classroom	\$6,785.00	100%
	Professional services for developing Master Plan (K12 Partners) and Commissioned Safety Plan (Knowledge by Design)	\$19,500.00	100%
	TOTAL	\$16,026,049.40	

*(Ed. Code § 17620(a)(5))

⁷ Work completed FY 2022-2023 equals \$4,922,794.88. Work completed through June 30, 2024, equals \$8,664,887.60.

F. INCOMPLETE PROJECTS FUNDED WITH DEVELOPER FEE REVENUES:

Incomplete Projects for which sufficient funds have been collected (as of June 30, 2025) to complete financing of the Project, and the approximate date by which construction of the Project will commence:

	Incomplete Projects for Which Sufficient Funds Have Been Collected to Complete Financing of Project	Approximate Date Construction Will Commence	Anticipated Funding Amount	(1) Project Did Not Commence Per Previous Report, (2) Reason, (3) Anticipated Commencement Date
1.	Phase 3 – TK/K Facilities Expansion Projects (Bohn Elementary School, Freiler Elementary, Gladys Poet Christian Elementary, Hirsch Elementary, Jacobson Elementary, George Kelly and Villalovoz Elementary)	Spring 2025	\$8,024,329 Remaining estimated balance	N/A
2.	Phase 4 – TK/K Facilities Classroom Renovation Projects (Bohn Elementary School, Gladys Poet Christian Elementary, Hirsch Elementary, Jacobson Elementary,)	Summer 2026	\$5,000,000	The TK/K renovations is taking place for multiple school sites and is being performed in multiple phases, which have started.
3.	Architectural Services for TK/K Facilities (to accommodate student growth generated by new development and maintain existing levels of service due to the increased demands on the facilities generated by new development)	Winter 2025-2026	\$900,000 Remaining estimated balance	N/A
4.	ELOP portable buildings – Districtwide main construction and inspections, TK Phase 1, due to increased demand on the facilities generated	2025-2026 and 2026--2027	\$13,875,318	N/A

	by new development (Districtwide, including LIST SCHOOLS HERE)			
5.	Kimball High Expansion of Classroom Facilities (to accommodate student growth generated by new development and to maintain existing levels of service due to the increase demands on the facilities generated by new development)	Winter 2024- 2025	\$10,800,000	N/A
6.	Professional services for developing Master Plan (K12 Partners) and Commissioned Safety Plan (Knowledge by Design)	2024-2025, 2025-2026	\$ 85,000	Revision to scope of work and engagement of multiple contractors led to delay in anticipated commencement noted in prior report as Winter 2023- 2024. Commenced in Winter 2024-2025 and continuing.
7.	Total (estimated):		\$ 38,684,647	

During the 2024-25 fiscal year, the District is currently under contract with a consultant in order to prepare an updated Developer Fee Justification Study to reflect the State Allocation Board's ("SAB") 2024 biennial adjustment to the amount of Level 1 residential and commercial/industrial Developer Fees, which typically occurs every other year at the SAB's January meeting. The District has also engaged a consultant to prepare a Level 2 fee School Facilities Needs Analysis.

Additionally, the District intends to expand its classroom counts to accommodate for the additional student growth and construct new classrooms or retrofit existing school facilities for the purpose of providing facilities to house student enrollment growth. Additional projects not yet funded, but in planning to address additional District facility demands due to development include: Tracy High School Gym and Aquatic Center Expansion of Facilities - \$1,575,000⁸

⁸ This amount accounts only for anticipated professional services not total project cost amounts.

G. INTERFUND TRANSFERS & LOANS:

Description of each interfund transfer or loan made to and/or from the Fund for the 2024-2025 fiscal year:

Amount of Interfund Transfer or Loan	Project that Transferred or Loaned Fees Expended on	Date Loan to be Repaid (Loans Only)	Rate of Interest on Loan (Loans Only)
\$0			

Table G reflects amounts not yet transferred from the developer fee account, but that have been encumbered and/or spent from other accounts, and will be transferred out of the developer fee account in the FY 2024-25. These include:

- \$20,634 in professional service fees (legal expenses) in connection with the adoption of developer fees and requisite reporting for Fiscal Year 2024-25 inadvertently not previously transferred.

H. REFUNDS & ALLOCATIONS:

The amount of refunds made pursuant to Government Code section 66001(e), the number of persons or entities identified to receive such refunds (zero), and allocations made pursuant to Government Code section 66001(f) for the 2022-23 fiscal year:

Refunds Made:	\$0
Allocations Made:	N/A

II. Five-Year Developer Fee Findings

The following findings are made in connection with the public information set forth in Tracy Unified School District's 2024-2025 Annual Developer Fee Report. The District hereby further incorporates its Findings set forth in its School Facility Fee Resolutions and the District's Justification Study as though fully set forth herein.

Each of the capitalized letters A-D, below, correspond to the specific letter and portion of Government Code section 66001(d)(1).

A. PURPOSE TO WHICH DEVELOPER FEE IS TO BE PUT (Gov. Code § 66001(d)(1)(A)):

With respect to only that portion of the Developer Fees Fund remaining unexpended at the end of the 2024-2025 fiscal year, the purpose of the Developer Fees is to finance the construction or reconstruction, including refurbishment, of School Facilities necessary to accommodate

student population growth resulting from development, cover costs attributable to the increased demand for School Facilities reasonably related to new development and necessary to maintain existing levels of service, and reduce overcrowding caused by the development on which the fees were levied. As necessary, the fees will be used to provide interim housing for children generated by new development and for other school-related considerations relating to the District's ability to accommodate enrollment growth generated from new development as permitted by law. Likewise, fees will also be used for other indirect and support services related to construction and reconstruction of School Facilities necessitated by growth resulting from new development, including administrative costs in connection with the collection of fees, and legal fees and other costs connected with the establishment of the fee and the required reportings. Projects (and other school-related considerations) include, without limitation, the projects listed above under Section F of the Annual Developer Fee Report, along with those projects identified in the District's Facilities Master Plan (currently under revision with anticipated finalization occurring in Winter 2024), which identify additional school facilities needed in our around communities most greatly affected by large development projects including, without limitation, schools serving the Tracy Hills Specific Plan attendance area.

Note: The District has commissioned a site facility condition assessments, site master planning, and a district-wide, comprehensive master facilities plan, which will also include a plan for funding the District's long-term facility needs. These documents will include lists of recommended projects, in order of need and priority for future construction.

B. REASONABLE RELATIONSHIP BETWEEN DEVELOPER FEE & PURPOSE
(Gov. Code § 66001(d)(1)(B)):

There is a roughly proportional and reasonable relationship between the Developer Fees charged for residential and commercial/industrial development and the purposes for which they will be expended, as described in Paragraph A, in that the students that are generated by residential and commercial/industrial development will be accommodated by the School Facilities for which the Developer Fees are expended. The District does not have adequate facilities to accommodate students from new development and, thus, there is a reasonable relationship and rough proportionality between the Developer Fees charged and the need for construction and reconstruction, including refurbishment, of School Facilities.

The Developer Fees collected do not cover the full cost of accommodating students generated by development. Rather, the Developer Fees only partially mitigate the impact caused by residential and commercial/industrial development and do not adequately fund the School Facilities necessary to accommodate student growth.

Senate Bill 50 provides that payment of school impact fees provides full and complete mitigation of impacts on school facilities. Furthermore, the collection of Developer Fees is essential to provide necessary public school facilities to serve residential and commercial/industrial development projects located within the District's boundaries, and is necessary to avoid, substantially lessen, or otherwise mitigate impacts of such projects on school facilities under the California Environmental Quality Act (Public Resources Code, §§21000, et seq.). For this reason, the imposition of school impact fees on development projects located within the District's boundaries at the then-current rate in effect, payable at

the time of building permit issuance, is mitigation of such development's impacts on school facilities under CEQA and is necessary to lessen such impacts.

Please refer to the District's existing and past Justification Studies and mitigation agreements for further details concerning the reasonable relationship between the fee's use and type of development project on which the fee is imposed, the reasonable relationship between the need for the school facilities and the type of development project on which the fee is imposed, and the reasonable relationship between the amount of the fee and the cost of the school facilities.⁹

C. ANTICIPATED SOURCES & AMOUNTS OF FUNDING TO COMPLETE FINANCING OF INCOMPLETE PROJECTS (Gov. Code § 66001(d)(1)(C)):

With respect to only that portion of the Developer Fees Fund remaining unexpended at the end of the 2024-2025 fiscal year, the sources and amounts of Anticipated Funding to complete financing of any incomplete improvements identified in Paragraph A are as follows:

<u>Anticipated Source of Funding</u>	<u>Anticipated Amount of Funding¹⁰</u>
Developer Fees	See Section F of Annual Report; See Section A, above.
Matching State Funds	See footnote 10.
Total Anticipated Funding:	See Section F of Annual Report; See Section A, above.

Note: The District has commissioned site facility condition assessments, site master planning, and a district-wide, comprehensive master facilities plan, which will also include a plan for funding the District's long-term facility needs. These documents will include lists of recommended projects, in order of need and priority. Developer Fees will be included in the funding model, to address construction/renovation (refurbishment) needs resulting from increased student enrollment due to development. Preliminary anticipated costs of unfunded facilities needed is \$38,684,647.

D. APPROXIMATE DATE THAT ANTICIPATED FUNDING IS EXPECTED (Gov. Code § 66001(d)(1)(D)):

With respect to only that portion of the Developer Fees Fund remaining unexpended at the end of the 2024-2025 fiscal year, the following are the approximate dates on which the Anticipated Funding referred to in Paragraph C above is expected to be deposited into the Fund:

<u>Anticipated Source of Funding</u>	<u>Anticipated Date of Funding Expected</u>
Developer Fees (including Mitigation Payments)	End of FY 2026 ¹¹

⁹ The District completed an updated Justification Study in May 2025, which the Board adopted . The District's Justification Study and subsequent Board action is incorporated herein by reference.

¹⁰ If the District receives State of California funding, the payment allocation will be 60% developer fees, 40% State funding. Otherwise, developer fees will account for 100% of project funding. Based on past State funding applications, there is no guarantee the District will receive State funding.

¹¹ Based on projected current school facility needs.

Measure O ¹²	\$190,000,000
Total Anticipated Funding:	\$190,000,000

¹² The District placed Measure O on the ballot for November 5, 2024. Measure O passed and authorizes the District to issue \$190,000,000 in bonds with bond revenue would be used to repair/ upgrade classrooms, science labs, facilities, and technology for quality education in math, science, technology, arts, and engineering; remove hazardous materials like asbestos/lead; fix deteriorating roofs, plumbing, and electrical systems; and improve school safety/security.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: January 13, 2026
SUBJECT: Accept Proposal from Pro-K12 Consulting & CM Services

BACKGROUND: Kimball High School is a comprehensive high school serving a diverse student population with increasing instructional demands in science, technology, and applied learning. To support enrollment growth and evolving curriculum needs, the district is advancing the construction of a new two-story Science Wing at Kimball High School. The project will provide specialized science and technology classrooms, laboratory spaces, and flexible instructional areas, along with integrated outdoor learning environments designed to enhance hands-on, experiential education.

RATIONALE: Consulting & CM Services are required to ensure proper oversight, coordination, and control of the Kimball High School Two-Story Science Wing project. These services will support schedule management, cost tracking, quality assurance, and safety coordination while minimizing impacts to ongoing campus operations. Consulting & CM Services will also facilitate coordination between the architect, engineers, inspectors, and contractors, ensure compliance with DSA and applicable codes, and support constructability and phasing reviews.

FUNDING: \$495,000.00 Fund 25 - Mitigation/Developer Fees.

RECOMMENDATIONS: Accept the Proposal from Pro-K12 Consulting & CM Services.

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

December 18, 2025

Construction Management Services Proposal

To: Eloy Vento, Director of Facilities and Planning
Tracy Unified School District
1875 West Lowell Avenue
Tracy CA 95376

From: Rich Dunlap, Pro-K12, Consulting and CM Services

Subject: Construction Management Services Proposal for a New 2-Story Science Classroom and Sitework at Kimball High School.

Dear Eloy,

Pro-K12 is pleased to submit this proposal to provide Construction Management Services for the New 2-Story Science Classroom and Sitework Project at Kimball High School. Operating under a primary fiduciary responsibility to the Tracy Unified School District, we serve as a dedicated advocate and a transparent extension of your staff. This commitment ensures that every project decision—from design support, bid delivery development through completion—is made with the District's financial interests, safety standards, and long-term facility goals as our absolute priority.

Management Approach

Our approach integrates expert guidance with a robust framework for active risk mitigation, identifying potential cost and schedule drivers before they impact the job site. Specifically tailored to the Kimball High School environment, our strategy prioritizes student safety and uninterrupted learning through specialized logistics and diligent budget stewardship. By providing this high level of technical oversight, Pro-K12 ensures TUSD receives maximum value for its investment, delivering a state-of-the-art laboratory environment that meets the District's highest standards for educational excellence.

Project Overview: Increments 1 & 2

The Kimball High School project is structured into two distinct phases to ensure maximum efficiency and campus safety.

Increment 1 focuses on site infrastructure and modular preparation, including the construction of the building pad and foundations, the extension of MEP systems tailored for the new building, and the completion of landscape, irrigation, and ADA-compliant flatwork. These design services are currently being developed by Studio W Architects.

Increment 2 encompasses the specialized building design, off-site fabrication, and delivery of the modular 2-story facility. This phase includes the logistics of transporting modules to the site, craning them onto the Increment 1 foundations, and the final execution of interior finishes, laboratory equipment integration, and systems commissioning. By separating the scope into these increments, Pro-K12 ensures a seamless transition from site development to building occupancy while maintaining strict DSA compliance and minimizing disruption to the active campus. These design services for the building will be provided by the modular contractor approved by the board.

Scope of Work

The Construction Management Services provided under this agreement shall be performed detailed in the attached:

Exhibit A: Scope of Work.

Term and Compensation

These services will be provided on a **Fixed Fee** according to the fee schedule detailed in the attached: **Exhibit B: Fixed Fee Structure.**

Based on an assumed total contract value of **\$11,000,000.00**, the total fixed fee for this engagement is **Four Hundred Ninety-five Thousand Dollars (\$495,000.00)**. Pro-K12 will bill TUSD monthly based on service progress. A subsequent adjustment of the total fixed fee will be made, up or down, based on the project's final contract amount.

Additional Services

Additional Services will be provided as requested in writing by TUSD detailed in the attached **Exhibit C: Hourly Billing Rates (Extra Work).**

Time for Completion

Time for Completion shall be from January 2026 through July 2027 (Subject to board approval).

Note: Close-out and final documentation, including but not limited to, closing and certification of the DSA permit application, will be completed on or about August 2027.

We look forward to the opportunity to partner with Tracy Unified School District and provide valuable support for your facility initiatives. Please indicate your acceptance of this proposal by signing below.

Sincerely,



Rich Dunlap ccm
Principal, Pro-K12

District Acceptance

The terms and scope of this proposal are hereby accepted by Tracy Unified School District.

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

(Exhibit A)

Scope of Work

The Construction Management Services provided under this agreement shall be performed based on the following scope of services. Pro-K12 will provide expert guidance, oversight, and analysis across the following stages of your projects.

1. Pre-Construction Planning and Design

- **Educational Specification & Goal Alignment:** Support the Architect (Studio W Architects) who will facilitate stakeholder meetings with TUSD leadership and Kimball science faculty to ensure the 2-story design aligns with Next Generation Science Standards (NGSS) and District-specific facility standards.
- **Existing Infrastructure & Utility Evaluation:** Support the Architect (Studio W Architects) who will conduct site assessments to identify potential "unforeseen conditions" in aging campus utilities and ensure the new 2-story building's MEP systems integrate seamlessly.
- **Campus Safety & Logistics Sequencing:** Develop a "Student-First" phasing plan that establishes strict physical separation between construction zones and student paths of travel, including specialized scheduling for "Noisy/Vibratory Work" to avoid disruption during testing and instructional hours.
- **Design Milestone Oversight:** Support the Architect (Studio W Architects) who will provide monitoring during the SD (schematic design), DD (design development), and CD (construction document) phases, ensuring the Architect of Record incorporates high-durability, school-grade materials that meet TUSD's long-term maintenance budget.
- **DSA Regulatory Liaison:** Support the Architect (Studio W Architects) who will act as the primary interface for Division of the State Architect (DSA) coordination, ensuring that structural safety, fire and life safety, and Title 24 accessibility requirements are proactively addressed to secure timely approval.
- **Lifecycle & Maintenance Analysis:** Support the Architect (Studio W Architects) who will value building systems (HVAC, lighting, lab gas) not just for initial cost, but for their ability to be maintained by District staff, prioritizing energy efficiency and systems with a proven track record in K-12 settings.
- **Bid Delivery Method Analysis:** Evaluate and recommend the most advantageous procurement strategy—such as Design-Bid-Build, Lease-Leaseback, or Design-Build analyzing market conditions, schedule requirements, and TUSD's risk tolerance to ensure maximum transparency and value.

2. Constructability Reviews and Estimating

- **Milestone Cost Estimating:** Perform cost estimates at the SD, DD, and CD phases, specifically tracking against the TUSD board approved Master Budget for the Project to ensure fiscal accountability.
- **DSA-Focused Constructability Analysis:** Review drawings for "buildability" with a specific focus on Division of the State Architect (DSA) requirements, ensuring that structural, fire life-safety, and accessibility (ADA) details are reasonable before submittal to avoid costly field corrections.
- **Value Engineering (VE):** Propose alternative materials or systems that maintain the high-durability standards required for school environments while reducing costs or accelerating the timeline for student occupancy.
- **Specialized Lab & Market Analysis:** Monitor trends in labor and specialized materials—such as laboratory-grade casework and ventilation systems—to advise the District on optimal bid timing for maximum competition.

- **Long-Lead Item Identification:** Proactively identify equipment with extended lead times, such as HVAC units or electrical switchgear, and develop early procurement strategies to ensure the 2-story facility is ready for the academic school year (Fall 2027).
- **Interdisciplinary MEP Coordination:** Verify that all architectural, structural, and MEP drawings are fully integrated, specifically checking for conflicts using a responsibility matrix to minimize double-ups or gaps in scope between both project increments.
- **School Safety & Site Logic Review:** Evaluate the plans to ensure that proposed construction methods align with campus safety protocols, including the separation of construction activities from student occupied areas and maintaining clear emergency egress paths at all times.

3. Bid Document Preparation

The CM will assist in structuring the necessary documents for soliciting and evaluating contractor bids.

- **Contract Strategy:** Advise the Owner on the most appropriate procurement and contract delivery method in coordination with the district's legal counsel.
- **Scope Packaging:** Divide the project scope into logical bid packages for two separate integrated project increments.
- **Specification Review:** Review and coordinate the project specifications and drawings to ensure clarity, completeness, and minimal conflicts.
- **Addenda and Clarifications:** Prepare draft bid addenda and clarifications as required during the solicitation process.

4. Bid and Award

The CM will manage the contractor solicitation and selection process.

- **Prequalification:** Manage the process for prequalifying contractors and vendors based on experience, financial stability, and safety record (if required).
- **Bid Solicitation:** Issue bid documents to prequalified bidders, manage the Request for Information (RFI) process during bidding, and host pre-bid conferences (as required).
- **Bid Evaluation:** Receive, open, and conduct a detailed technical analysis of all bids. Confirm bids are both responsive and responsible. Provide a comprehensive bid tabulation and recommendation for award to the Owner.
- **Contract Negotiation:** Assist the Owner in final contract negotiations with the selected contractor(s), ensuring all scope, schedule, and insurance requirements are met prior to recommendation for award and contract execution.

5. Construction Oversight

The CM will provide on-site management to ensure the project is executed safely, on time, within budget, and to the required quality standards.

- **Safety: DSA Construction Site Safety Plan (CSSP):** Lead the development and submission of the project-specific safety plan required by DSA IR A-15 for plan approval; this includes defining construction boundaries, student paths of travel, and emergency egress to ensure a "zero-contact" environment between the active campus and construction operations. Monitor and oversee the district's site-specific safety plan, conducting regular safety inspections and supporting contractors' safety protocols.
- **Schedule Management:** Monitor and enforce the construction schedule, tracking progress, identifying potential delays, and implementing mitigation strategies for on time completion.

- **Quality Assurance (QA):** Implement a Quality Assurance processes, including reviewing the architects quality control (QC) standards required in the technical specifications, contractor QC procedures, observing and supporting the inspection work by the district's DSA project inspector, and coordinate with the district's soils engineer and the district's materials testing laboratory.
- **Coordination:** Chair and document weekly progress meetings and specialty coordination meetings, facilitating communication between all parties (Owner, A/E, contractors, and authorities).
- **Change Management:** Manage the Change Order (CO) process, including reviewing and negotiating contractor proposals for scope, cost, and schedule impacts. Draft and package all reasonable change orders for board approval.
- **Payment Process:** Review and approve the contractor's Schedule of Values. Review and approve contractors' monthly Applications for Payment based on work completed and stored materials. Also, review and approve other vendors invoicing related to the Project (e.g. Architect, IOR, Testing Lab, Soils Engineer, etc.).

6. Post Construction and Close-Out

The CM will manage the final stages of the project to ensure a smooth transition to operation.

- **Punch List:** Oversee the preparation and management of the punch list process, coordinating with the Owner, A/E team and contractors to ensure timely and complete resolution of all deficient work.
- **FF&E Logistics & Installation Coordination:** Manage the delivery and installation of all Furniture, Fixtures, and Equipment (FF&E) to ensure seamless integration with the Increment 2 completion schedule; this includes verifying site readiness, overseeing on-site distribution, and managing the final installation to ensure all laboratory and classroom furniture is placed according to District standards and ready for immediate instructional use.
- **Documentation:** Collect and transmit final project documentation, including warranties, operation and maintenance (O&M) manuals, and as-built drawings.
- **Financial Close-Out:** Reconcile final contract accounts, ensure all waivers of lien and required documentation are received, and process the final payment to contractors. Assist with the filing of the final Notice of Completion for each Project.
- **DSA Certification & Project Close-Out:** Coordinate with the Architect, Inspector of Record (IOR), and contractors to ensure all Verified Reports (DSA-6) and required testing documentation are submitted and cleared, facilitating the final certification of the project and the successful release of retention.

(End of Exhibit A)

(Exhibit B)

Fixed Fee Structure

We offer a flexible and transparent fee structure designed to align with your project's specific needs and budget. We propose a flat fee for the entire project, providing certainty for financial planning.

Based on our experience with similar projects, we have outlined our proposed fee structure for this project:

Payout Schedule for Flat Fees

- 15% - Pre-Construction Phase (Planning and Design)
- 10% - Constructability Reviews and Estimating
- 5% - Bid Document Development
- 5% - Bidding and Bid Award
- 60% - Construction Phase (Execution)
- 5% - Post-Construction Phase (Close-out)

Based on a total contract amount of **\$11,000,000.00**, at a rate of 4.5%.

Fixed Fee Sliding Scale (Calculated):

Project Phasing	%	Cost
Pre-Construction Planning and Design	15%	\$74,250
Constructability Reviews and Estimating	10%	\$49,500
Bid Document Preparation	5%	\$24,750
Bid and Award	5%	\$24,750
Construction	60%	\$297,000
Post Construction and Close-Out	5%	\$24,750
CM Fee		\$495,000

Invoicing

Invoices will be submitted monthly and will provide a detailed breakdown of all work performed as required. Each invoice will itemize completed tasks and a separate list of all project-related expenses (if authorized). This ensures a clear understanding of the work performed and full accountability for every charge.

A subsequent adjustment of the total fixed fee will be made, up or down, based on the project's **final contract amount**.

(End of Exhibit B)

(Exhibit C)

Hourly Billing Rates (Extra Work)

Additional support requested in writing by TUSD will be billed under our hourly services. Our hourly billing rates are fixed and include all taxes, insurance, benefits, overhead, and profit. Any annual increases will be based on the Consumer Price Index data provided by the Bureau of Labor Statistics.

The following are our proposed hourly rates applicable to any professional staff assigned to extra work:

- Principal/Managing Partner:.....\$ 180/ hour
- Sr. Program and Project Manager:.....\$ 160/ hour
- Project Manager/Plan Reviewer/Constructability Reviewer:.....\$ 150/ hour
- Project Engineer (as needed):.....\$ 140/ hour
- Administrative Assistant (as needed):\$ 90/ hour

Pro-K12's standard 2026 hourly fee structure. In recognition of our valued and longstanding partnership, the rates provided above to Tracy Unified School District reflect a discounted rate for extra services.

Other Expenses

All charges for other expenses will be billed separately at cost plus 10% and are subject to TUSD's prior written approval. We are committed to full transparency and will only bill for actual, necessary, and project-related costs. These may include costs for third-party software subscriptions (if requested), large-scale printing and reproduction, and any required filing fees or permits. These expenses will be detailed on each invoice and, whenever possible, will be estimated in advance.

Additional (Add) Services

Additional Services include specialized tasks that fall outside the standard scope of construction management but may be requested by TUSD to further mitigate risk or enhance value to the district whether it complements the project's success or the overall bond program.

These include but are not limited to:

- **State Funding Strategy & Consultant Management:** Lead the RFP development, solicitation, interview, and selection of a specialized state funding consultant to audit OPSC/SFP eligibility. This includes overseeing the pathway for New Construction or Modernization grants and providing strategic reporting on how to leverage eligible projects to capture state matching funds and maximize the District's bond program.
- **CEQA & Environmental Review Management (Negative Declaration):** Facilitate the Environmental Impact Review process by coordinating with specialized consultants to prepare and file the necessary CEQA documentation. This includes managing technical studies to support a Negative Declaration, ensuring all public noticing and filing requirements are met to verify that the project has no significant environmental impact.
- **FF&E Procurement Management:** Handling the formal solicitation, vendor selection, and purchasing of specialized science lab equipment, teacher workstations, and classroom furniture on behalf of the District.
- **Post-Occupancy Commissioning:** Providing 12-month post-construction system audits to ensure the high-capacity HVAC and laboratory MEP systems are performing to design specifications during full-season usage.
- **Stormwater Pollution Prevention Plan (SWPPP) Monitoring:** Providing a Qualified SWPPP Practitioner (QSP) to

monitor and report on environmental compliance during the Increment 1 site work, if required by jurisdictional disturbance limits.

- **Non-DSA Procurement & IR A-22 Coordination:** Manage the specialized bidding and procurement for project elements exempt from DSA jurisdiction under IR A-22; this includes coordinating with the Architect or other actionable project improvements to identify exempt items, developing competitive bid packages that comply with the Public Contract Code, and performing comprehensive bid analysis to ensure the District secures responsive, code-compliant vendors for all non-structural or maintenance-level improvements.
- **CEQA & Environmental Review Management (Negative Declaration):** Facilitate the Environmental Impact Review process by coordinating with specialized consultants to prepare and file the necessary CEQA documentation. This includes managing the technical studies required to support a Negative Declaration or Mitigated Negative Declaration (MND), ensuring all public noticing and filing requirements are met to verify that the 2-story modular project has no significant environmental impact on the surrounding Kimball High School community.
- **Non-DSA Procurement & IR A-22 Coordination:** Manage the specialized bidding and procurement for project elements exempt from DSA jurisdiction under IR A-22; this includes coordinating with the Architect to identify exempt items, developing competitive bid packages that comply with the Public Contract Code, and performing comprehensive bid analysis to ensure the District secures responsive, code-compliant vendors for all non-structural or maintenance-level improvements.

(End of Exhibit C)



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Robert Pecot, Superintendent
DATE: December 22, 2025
SUBJECT: Adopt Resolution #25-13 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 Richard Fagin was absent for the regular meeting of December 16, 2025. The Board Trustees find that Richard Fagin's absence from the meeting of December 16, 2025 was due to a hardship deemed acceptable by the Board of Education;

FUNDING: Unrestricted General Fund, Previously Budgeted.

RECOMMENDATION: Adopt Resolution #25-13 to Excuse Meeting Absence of Board Member.

Prepared by: Dr. Robert Pecot, Superintendent.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 25-13
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 Richard Fagin was absent for the regular meeting held December 16, 2025 due to a hardship;

NOW, THEREFORE, BE IT RESOLVED that the Board Trustees find that Richard Fagin’s absence from the regular meeting of December 16, 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 Mr. Fagin shall be paid for his absence from the regular meeting of December 16, 2025, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of January 13, 2026.

Resolved this 13th day of January, 2026 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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: December 18, 2025
SUBJECT: Acknowledge Revisions to Administrative Regulation 4112 and 4212
Appointment and Conditions of Employment (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 Appointment and Conditions of Employment, the District has revised Administrative Regulation 4112 and 4212.

RECOMMENDATION: Acknowledge Revisions to Administrative Regulation 4112 and 4212 Appointment and Conditions of Employment (First Reading).

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

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

A. Purpose and Scope

~~To summarize the legal conditions for appointment and conditions of employment for principals and/or other administrative personnel regarding certificated staff.~~

B. General

~~Upon recommendation from the Superintendent or designee, the Governing Board shall approve the appointment of all certificated employees. The position and salary classification shall be reported to the Board at a regular meeting.~~

C. Forms Used and Additional References

Board Agenda
Personnel File

D. Procedure

~~Individuals appointed to the certificated staff shall, at a minimum:~~

- ~~1. Possess the appropriate certification qualifications and register the certification document in accordance with law and Board Policy. (Education Code 44250-44279, 44330)~~
- ~~2. Demonstrate proficiency in basic skills as required by law. (Education Code 44252.5, 44830)~~
- ~~3. Submit to fingerprinting as required by law. (Education Code 44830.1)~~
- ~~4. Not have been convicted of a violent or serious felony as defined in Penal Code 667.5 and 1192.7, unless the individual has received a certificate of rehabilitation and pardon. (Education Code 44830.1)~~
- ~~5. Not have been convicted of any sex offense as defined in Education Code 44010. (Education Code 44836)~~
- ~~6. Not be required to register as a sex offender pursuant to Penal Code 290 because of a conviction for a crime where the victim was a minor under the age of 16. (Penal Code 290.95)~~

Acknowledged: 3/25/03,

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

- ~~7. Not have been determined to be a sexual psychopath pursuant to Welfare and Institutions Code 6300-6332. (Education Code 44837)~~
- ~~8. Not have been convicted of any controlled substance offense as defined in Education code 44011. (Education Code 44836)~~
- ~~9. Submit to a physical examination, tuberculosis testing and/or provide a medical certificate as required by law and board Policy. (Education 44839, 49406)~~
- ~~10. Furnish a statement of military service and, if any was rendered, a copy of the discharge or release from service, if no such document is available, other suitable evidence of the termination of service. (Education Code 44838)~~
- ~~11. File the oath or affirmation of allegiance required by Government Code 3100-3109.~~
- ~~12. Fulfill any other requirements as specified by law, collective bargaining agreement, Board Policy or Administrative Regulation.~~

E. Reports Required

None

F. Record Retention

Personnel File

G. Responsible Administrative Unit

Human Resources

H. Approved By

Associate Superintendent for Human Resources

Acknowledged: 3/25/03,

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

Upon recommendation from the Superintendent or designee, the Governing Board shall approve the appointment of all certificated personnel. The position and the salary classification shall be reported to the Board at a regular meeting.

Individuals appointed to the certificated staff shall:

1. Possess the appropriate certification qualifications and register the certification document in accordance with law and Board policy (Education Code 44250-44279, 44330)
2. Demonstrate proficiency in basic skills as required by law and Board policy (Education Code 44252.5, 44830)
3. Submit to fingerprinting as required by law (Education Code 44830.1)
4. Not have been convicted of a violent or serious felony as defined in Penal Code 667.5 or 1192.7, unless the individual has received a certificate of rehabilitation and pardon (Education Code 44830.1)
5. Not have been convicted of any sex offense as defined in Education Code 44010 (Education Code 44836)
6. Not have been required to register as a sex offender pursuant to Penal Code 290 because of a conviction for a crime where the victim was a minor under the age of 16 (Penal Code 290.95)
7. Not have been determined to be a sexual psychopath pursuant to Welfare and Institutions Code 6300-6332 (Education Code 44837)
8. Not have been convicted of any controlled substance offense as defined in Education Code 44011 (Education Code 44836)
9. Submit to a physical examination, tuberculosis testing and/or provide a medical certificate as required by law and Board policy (Education Code 44839, 49406)
10. Submit to drug and alcohol testing as required by Board policy
11. Furnish a statement of military service and, if any was rendered, a copy of the discharge or release from service or, if no such document is available, other suitable evidence of the termination of service (Education Code 44838)
12. File the oath or affirmation of allegiance required by Government Code 3100-3109

Acknowledged: 3/25/03,

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

13. Fulfill any other requirements as specified by law, collective bargaining agreement, Board policy or administrative regulation

Legal ReferenceEDUCATION CODE

35161	Powers and duties
44008	Effect of termination of probation
44009	Conviction of specified crimes; definitions
44010	Sex offense
44011	Controlled substance offense
44066	Limitation on certification requirements
44250-44279	Credential types
44330	Effect of registration of certification document
44830.1	Criminal record summary; certificated employees
44836	Employment of person convicted of sex offenses or controlled substance offenses
44837	Employment of sexual sociopath
44838	Statement of military service
44839	Medical certificate
44839.5	Medical certificate for retirant
49406	Examination for tuberculosis

GOVERNMENT CODE

3100-3109	Oaths or affirmations of allegiance for disaster service workers and public employees
12940-12950	Unlawful employment practices

PENAL CODE

290	Registration of sex offenders
290.95	Disclosure by persons required to register as sex offenders
667.5	Prior prison terms, enhancements of prison terms
1192.7	Plea bargaining limitation

WELFARE AND INSTITUTIONS CODE

6300-6332	Sexual psychopaths
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HEALTH AND SAFETY CODE

1596.7995	Immunization requirements for employees in child care center or preschool
1597.005	Teachers in day care centers

Acknowledged: 3/25/03,

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

A. Purpose and Scope

~~— To provide guidance and direction for Principals and/or other administrative personnel regarding recommending Classified employees for employment.~~

B. General

~~— The Governing Board shall approve the appointment of all full-time, part-time, hourly and temporary classified employees. Substitute, short term and student employees may be appointed by the Superintendent or designee. The position and the pay rate shall be reported to the Board at a regular meeting.~~

C. Forms Used and Additional References

- ~~1. Application file~~
- ~~2. Board Agenda~~

D. Procedure~~— Appointment Standards~~

~~Individuals appointed to the classified staff shall fulfill the following requirements:~~

- ~~1. submit to fingerprinting prior to employment with the District. A fee for this will be paid by the applicant.~~
- ~~2. submit to a physical examination or proof thereof as required by law and Board policy.~~
- ~~3. file the oath or affirmation of allegiance required by Government Code 3100-3109.~~

~~— No person shall be initially assigned as an instructional aide without having demonstrated proficiency in reading, writing and mathematics skills. (Education Code 45344.5) These proficiency requirements shall equal or exceed those required by the District for high school seniors.~~

APPOINTMENT AND CONDITIONS OF EMPLOYMENT~~_____ **Appointment & Conditions of Employment**~~

~~_____ Subsequent to a favorable review and recommendation, the Superintendent and/or designee will recommend the appointment of all regular full-time, part-time, temporary and regular hourly employees to the Governing Board. Selection will be based upon competence and will be in accordance with all pertinent rules and regulations of the Governing Board, laws of the State of California including the rules and regulations adopted by the California Fair Employment Practices Commission.~~

~~Notification of Appointment~~

~~Notification of appointment shall be made on an authorized form, copies of which shall be sent to the employee, the payroll department, and to the supervisor involved. One copy shall be placed in the personnel file of the new employee.~~

E. Reports Required

~~_____ None~~

F. Record Retention

~~_____ Personnel File~~

G. Responsible Administrative Unit

~~_____ Human Resources~~

H. Approved By

~~_____ Associate Superintendent for Human Resources~~

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

Upon recommendation of the Superintendent, the Governing Board shall approve the appointment of all classified employees. The position and the pay rate shall be reported to the Board at a regular meeting.

Individuals appointed to the classified staff shall, at a minimum:

1. **Submit to fingerprinting as required by law (Education Code 45125). A fee for this will be paid by the applicant.**
2. **Not have been convicted of a violent or serious felony (Education Code 45122.1)**
3. **Not have been convicted of any sex offense as defined in Education Code 44010 (Education Code 45123)**
4. **Not have been determined to be a sexual psychopath pursuant to Welfare and Institutions Code 6300-6332 (Education Code 45124)**
5. **If the individual will be working directly and in an unaccompanied setting with minor children on a more than incidental and occasional basis or will have supervision or disciplinary power over minor children, not be required to register as a sex offender pursuant to Penal Code 290 because of a conviction for a crime where the victim was a minor under the age of 16 (Penal Code 290.95)**
6. **Not have been convicted of any controlled substance offense as defined in Education Code 44011 (Education Code 45123)**
7. **Submit to a physical examination or provide proof thereof as required by law and Board policy (Education Code 45122, 49406)**
8. **File the oath or affirmation of allegiance required by Government Code 3100-3109**
9. **Submit to drug and alcohol testing as required by Board policy**
10. **Fulfill any other requirements as specified by law, collective bargaining agreement, Board policy or administrative regulation**

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

Notification of Classification and Compensation

When first employed and upon each subsequent change in classification, classified employees other than short-term, limited-term or provisional employees shall be given two copies of their class specification, salary data, assignment or work location, duty hours and prescribed work week. Salary data shall specify pay period (monthly, semimonthly or other) and applicable rates of compensation (daily, hourly, overtime and differential rates). Employees shall keep one copy of this information and shall sign and date the other copy and return it to their supervisor or the Human Resources Department. (Education Code 45169)

Legal Reference:

EDUCATION CODE

35161	Board delegation of any powers or duties
44010	Sex offense; definitions
44011	Controlled substance offense
44066	Limitation on certification requirements
45103	Classified service in Districts not incorporating the merit system
45104	Positions not requiring certification qualifications
45105	Positions under various acts not requiring certification qualifications; classification
45113	Notification of charges; classified employees
45122	Physical examinations
45122.1	Classified employees; conviction of a violent or serious felony
45123	Employment after conviction of controlled substance offense
45125	Use of personal identification cards to ascertain conviction of crime
45169	Employee salary data; classified employees
45344.5	Demonstrated proficiency in basic reading, writing, and mathematics skills
49406	Examination for tuberculosis TB risk assessment
54108	Restricted positions

LABOR CODE

1420	Unlawful employment practices
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GOVERNMENT CODE

12940-12950	Unlawful employment practices
3100-3109	Oath or affirmation of allegiance

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

PENAL CODE

1192.7	Plea bargaining limitation
1203.4	Dismissal of conviction
290	Registration of sex offenders
290.95	Disclosure of persons required to register as sex offenders
667.5	Prior prison terms; enhancement of prison terms

W & I CODE

6300-6332	Sexual psychopaths
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HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: December 22, 2025
SUBJECT: Adopt New Board Policy 4116 and Acknowledge Revisions to Administrative Regulation 4116 Probationary/Permanent Status (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 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 (Second 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 notice 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. 4 th 69
Court Decision	Bakersfield Elementary teachers assn. v. Bakersfield City School District (2006) 145 Cal. App. 4 th 1260,1280
Court Decision	California Teachers Assn. V. Vallejo City Unified School District (2007) 149 Cal. App. 4 th 135, 146
Court Decision	Grace V. Beaumont Unified School District (2013) 216 Cal. App. 4 th 1325
Court Decision	Hoschler V. Sacramento City Unified School District (2007) 149 Cal. App. 4 th 258

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