

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
FEBRUARY 10, 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: 6:20 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#14, 25/26#15, 25/26#18, 25/26#23, 25/26#25
Education Code §48912 | |
| | 3.2.2 Reinstatements: AR#25-26/#21, AR#25-26/#22
Education Code §48912 | |
| | Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |
| | 3.2.3 Confidential Student Matter: Early Graduation TISCS#10330440,
TISCS#10333818, TISCS#10330375, TISCS#10330371, TISCS#
10362147 | |
| | Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |
| | 3.3 Human Resources: | |
| | 3.3.1 Consider Leave of Absence Requests for Certificated Employees:
#UC-1429, #UC-1430, #UC-1431, #UC-1433 Pursuant to Article XX | |
| | Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |
| | 3.3.2 Consider Paid/Unpaid Leave of Absence for Classified Employee
#UCL-559 | |
| | 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 Revised 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 Public Employee/Employment/Discipline/Dismissal/Release Government Code §54957

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

3.3.6 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#14, 25/26#15, 25/26#18, 25/26#23,

3.2.1 25/26#25

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

6b Report Out of Action Taken on Reinstatements: AR#25-26/#21, AR#25-26/#22

3.2.2

Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___

6c Report Out of Action Taken on Early Graduation: TISCS#10330440, TISCS#

3.2.3 10333818, TISCS#10330375, TISCS#10330371, TISCS#10362147

Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___

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

3.3.1 Certificated Employees: #UC-1429, #UC-1430, #UC-1431, #UC-1433 Pursuant to Article XX

Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___

6e Report Out of Action Taken on Consider Paid/Unpaid Leave of Absence for
3.3.2 Classified Employee #UCL-559

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

Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___

7. Approve Regular Minutes of January 27, 2026

1-5

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

8. Student Representative Reports:

8.1 Kimball High: Sarem Girmai; **Alternative Education:** Tatum Cobarrubia, Lillie Rose;
Tracy High: Violet Howard-Mentec; **West High:** Lucia Noor Behnam, Alexandra Larson
8.2 North School: Semaj Graham, Danett Contreras, Gennesis Garcia, Rishaan Lal, Luna Becerra; **Freiler School:** Onkaar Aulakh, Yalda Moshfeq, Lilly Dickinson, Keira Chance, Gracie Rowe

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

9.1 Hirsch 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 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 6-7 |
| 13.1.2 | Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District | 8-9 |
| 13.1.3 | Approval of Lozano Smith Attorneys at Law as Legal Counsel for Facilities/Business Services | 10-17 |
| 13.1.4 | Approve Entertainment, Assembly, Service, Business, and Food Vendors | 18-19 |

13.2 Educational Services:

- | | | |
|---------------|---|--------------|
| 13.2.1 | Approve Agreement for Consulting Services MOU with California Association for Bilingual Education CABE for the Planning and Implementation of DLJ Dual Language Immersion Program | 20-32 |
|---------------|---|--------------|

- 13.2.2 Approve Agreement for Special Contract Services with San Joaquin County Office of Education - California Preschool Instruction Network (CPIN) and the TUSD School Readiness Preschool Program During the 2025-2026 School Year **33-36**
- 13.2.3 Approve Agreement with the University of the Pacific for a Five-Week Summer Academy (Reach for the Stars STEM Academy) **37-45**
- 13.2.4 Approve the Purchase of a Kiln from Clay Planet for Tracy High School using LEA's 23/24 Prop. 28 (The Arts and Music in Schools) (AMS) Waiver Funding **46-47**
- 13.2.5 Approve the Purchase of Wenger Student Chairs from Main Street Music for Tracy High School using LEA's 23/24 Prop. 28 (The Arts and Music in Schools) (AMS) Waiver Funding **48-49**
- 13.2.6 Approve Dual Enrollment and College Early Start Courses to Begin During 2026-2027 School Year **50-54**
- 13.2.7 Approve Agreement for Contract Services between the City of Tracy and Tracy Unified for DARE Supplies **55-59**
- 13.2.8 Approve Overnight Travel for Merrill F. West High School Track and Field Team and Advisors to Attend the CIF State Championships at Buchanan High School, in Clovis, CA on May 28-30, 2026 **60**
- 13.2.9 Approve Overnight Travel for the West High Track Team and Coaches to Attend the Track Invitational in Pasadena, Ca. April 9-12, 2026 **61**

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment **62-64**
- 13.3.2 Approve Classified, Certificated, and/or Management Employment **65-67**

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 Cast Ballot for CSBA 2026 Delegate Assembly Election **68-84**
Action: Motion___; Second___. **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__.

14.2 Educational Services:

- 14.2.1 Adopt Revised/New Board Policies and Acknowledge Administrative Regulations Impacted by AB 495 (First Reading) (Separate Cover) **85-86**
Action: Motion___; Second___. **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__.
- 14.2.2 Acknowledge Revised Administrative Regulation 1312 Uniform Complaint Procedures (First Reading) **87-106**
Action: Motion___; Second___. **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__.
- 14.2.3 Approve Agreement for Contract Services between the City of Tracy and Tracy Unified for School Resources Officers **107-118**
Action: Motion___; Second___. **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__.

14.3 Human Resources:

14.3.1 Acknowledge Revised Board Policies 4119.1 and 4219.1 and Adopt New Board Policy 4319.1 Civil and Legal Rights (First Reading) **119-125**

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

14.3.2 Adopt New Board Policy 4113.5 Working Remotely (Second Reading) **126-128**

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 February 24, 2026

17.2 March 24, 2026

17.3 April 14, 2026

17.4 April 28, 2026

18. Upcoming Events:

18.1 February 16, 2026

No School, President's Day

18.2 March 9, 2026 – March 13, 2026

No School, Spring Break

18.3 April 3, 2026 – April 6, 2026

No School, Spring Recess Holiday

18.4 May 25, 2026

No School, Memorial Day

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, January 27, 2025**

- 6:40 PM:** 1-3. President Silcox called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: O. Alexander, D. Cheeseman, R. Fagin, L. Hawkins, S. Secker, J. Silcox, D. Traina
Staff: R. Pecot, T. Salinas, T. Jalique, Z. Boswell, S. Smith
- 7:02 PM** 5. President Silcox called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a** Action Taken on Finding of Facts: 25/26#17, 25/26#19, 25/26#20.
 - 3.2.1** 25/26#21
Action: Fagin, Cheeseman **Vote:** Yes-7; No-0; Absent-0.
 - 6b** Report Out of Action Taken on Reinstatements: AR#25-26/#15, AR#25-26/#16, AR#25-26/#17, AR#25-26/#18, AR#25-26/#19, AR#25-26/#20
 - 3.2.2** **Action:** Board Approved. **Vote:** Yes-7; No-0; Absent-0.
 - 6c** Report Out of Action Taken on Early Graduation: TISCS#10355955,
 - 3.2.3** TISCS#10342711, TISCS#10339170, TISCS#10357431, TISCS#10356207
Action: Board Approved. **Vote:** Yes-7; No-0; Absent-0.
 - 6d** Report Out of Action Taken on PE Exemption: KHS#10329976
 - 3.2.4** **Action:** Board Approved. **Vote:** Yes-7; No-0; Absent-0.
 - 6e** Report Out of Action Taken on Approve Funding for Confidential Settlement Agreement
 - 3.2.5** **Action:** **Vote:** Yes-7; No-0; Absent-0.
 - 6f** Report Out of Action Taken on Consider Paid/Unpaid Leave of Absence for Classified Employee UCL-552
 - 3.3.1** **Action:** Board Denied. **Vote:** Yes-7; No-0; Absent-0.
 - 6g** Report Out of Action Taken on Consider Contract Non-Renewal for Coach Employee (Insufficient Student Enrollment) #UCL-557
 - 3.3.2** **Action:** Board Approved. **Vote:** Yes-7; No-0; Absent-0.
 - 6h** Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees: #UC-1425, #UC-1426, #UC-1427, Pursuant to Article XX
 - 3.3.3** **Action:** Board Approved. **Vote:** Yes-7; No-0; Absent-0.
 - 6i** Consider Leave of Absence Request for Certificated Employee: #UC-1428, Pursuant to Article XX
 - 3.3.4** **Action:** Board Approved. **Vote:** Yes-7; No-0; Absent-0.
 - 6j** Consider Paid Leave of Absence for Classified Employee #UCL - 558
 - 3.3.5** **Action:** Board Approved. **Vote:** Yes-7; No-0; Absent-0.

Minutes:	<p>7. Approve Regular Minutes of January 13, 2025. Action: Cheeseman, Fagin. Vote: Yes-6; No-0; Absent-0; Abstain-1 (Hawkins).</p>
Audience:	<p>Bob Brownne, Michael Bunch, Stephany Chavea, Elizabeth Hernandez Preciado, Marji Baumann, Hannah Green, Jill Topher, Juan Lopez, Denise Sanchez, Gabriella Chong, Yuvan Chiluveru</p>
Student Rep Reports:	<p>None.</p>
Recognition & Presentations:	<p>9.1 Recognize Elizabeth Hernandez Preciado, Para Educator at Bohn Elementary School, for Saving a Student’s Life by Performing the Heimlich Maneuver Ms. Preciado was presented with a certificate.</p> <p>9.2 Villalovo Elementary School Principal Marji Baumann, Assistant Principal Hannah Green, and PE Teacher, Jill Topher, presented a Magic of Learning theme with spotlights of the year including PLC/MTSS, Universal Design for Learning (UDL) and TK–3 Science of Learning. Their school year began with new portables that arrived over summer for TK student classrooms. The students were excited as they awaited their completion. The music program supports whole-child development through a sound to symbol approach that builds understanding of melody, rhythm, and phrasing through singing. In PE students build confidence, teamwork and a love for being active. The program connects learning across the curriculum by incorporating reading, STEM, and communicating while being physically active.</p> <p>9.3 South West Park Elementary School Principal Juan Lopez and Assistant Principal Denise Sanchez were accompanied by students, Gabriella Chong, School President, and Yuvan Chiluveru, Student Council Representative to highlight some of the ways they are supporting the community. The students also led the meeting with the Pledge of Allegiance. The Instructional Leadership Team (ILT) supports staff with ongoing professional development. They work closely with every grade level to support the implementation of STEM units. Seven SWP teachers actively participate in the Districts induction and Peer coaching program. For the past three years, SWP has participated in Tracy Connects, there students present and display their learning and understanding. The Parent Club, with the support of teachers and staff, organizes and promotes school events that bring the community together and raises funds to support the classrooms. The students shared their experiences at SWP in the bilingual and GATE program and how much the school is preparing them for their futures.</p>
Information & Discussion Items:	<p>10.1 Administrative & Business Services: None.</p>
Hearing of Delegations	<p>11. None.</p>

- Public Hearing:** 12.1 **Administrative & Business Services:** None.
- Consent Items:** 13. **Board approval of any agenda item requiring insurance or fingerprint clearance is conditioned upon receipt of appropriate documentation by Tracy Unified.**
Action: Fagin, Hawkins. **Vote:** Yes-7; No-0; Absent-0.
- 13.1 Administrative & Business Services:**
- 13.1.1 Approve Revolving Cash Fund Reports (November & December 2025)
 - 13.1.2 Approve Payroll Reports (November & December 2025)
 - 13.1.3 Approve Accounts Payable Warrants (November & December 2025) (Separate Cover)
 - 13.1.4 Approve Entertainment, Assembly, Service, Business and Food Vendors
 - 13.1.5 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
 - 13.1.6 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
 - 13.1.7 Approve Out of State Travel for Director and Coordinator of Food Services to Attend the Annual National Conference of the School Nutrition Association in Charlotte, NC from July 10-15, 2026
- 13.2 Educational Services:**
- 13.2.1 Approve the ASIR Visual Marketing MOU for the Tracy Unified School District CTE Department
 - 13.2.2 Approve Overnight Travel for West High School Varsity Boy's and Girl's Wrestling Team to Participate in the CIF State Finals Wrestling Tournament in Bakersfield, CA February 25 - March 1st, 2026
 - 13.2.3 Approve Agreement for Special Contract Services with Quest Science Center at Art Freiler School for the 2025 - 2026 School Year
 - 13.2.4 Approve Agreement for Contract Services Between Parent Institute for Quality Education (PIQE) and George Kelly School During the 2025-2026 School Year
 - 13.2.5 Approve Agreement Between San Joaquin County Office of Education and TUSD to provide Intro to Forensic Biotechnology, BEAM Advanced Biotechnology, and Outdoor Education Camps through ELOP
 - 13.2.6 Approve Agreement for Contract Services with Lift Enrichment to Provide After-School Cooking Program Through the Expanded Learning Opportunities Program
 - 13.2.7 Approve Aeries Master Scheduling Training for District/Site Administrators
 - 13.2.8 Approve Agreement for Contract Services with Finding Gobi at George Kelly Elementary School for the 2025-2026 School Year
 - 13.2.9 Approve Agreement for Contract Services Between Parent Institute for Quality Education (PIQE) and South/West Park Elementary During the 2025-2026 School Year

- 13.2.10 Approve Agreement for Special Contract Services with Keynote Speaker, Tara Soesbe, TILL360 Speakers & Consultants at Tracy High School for March 18, 2026
- 13.2.11 Approve Out of State Travel for Tracy High School Activities Director to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV March 4-6, 2026
- 13.2.12 Approve Out of State Travel for CTE Teacher to Attend Hi-TEC 2026 Conference in Austin, TX July 27-July 30, 2026
- 13.2.13 Approve Overnight Travel for the Tracy High School FFA/AG to Attend the National Dairy Association Western Classic Junior Dairy Show in Tulare, CA March 6-7, 2026
- 13.2.14 Approve Overnight Travel for West High School Music Program Orchestra and Band to Participate in a Music Festival and Disneyland Studio Workshop in Anaheim, CA. March 12-15, 2026

13.3 Human Resources:

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

Action Items:

14.1 Administrative & Business Services:

- 14.1.1 Adopt Resolution No. 25.15 to Excuse Meeting Absence of Board Member
Action: Cheeseman, Traina. **Vote:** Yes-6; No-0; Absent-0; Abstain-1 (Hawkins).
- 14.1.2 Authorize the Director of Maintenance, Operations, and Transportation to Purchase Two (2) School Buses (Separate Cover)
Action: Hawkins, Alexander. **Vote:** Yes-7; No-0; Absent-0.

14.2 Educational Services:

- 14.2.1 Approve School Accountability Report Cards (SARCs) for the 2024-2025 School Year (Separate Cover)
Action: Hawkins, Cheeseman. **Vote:** Yes-7; No-0; Absent-0.

14.3 Human Resources:

- 14.3.1 Approve a Declaration for a Provisional Internship Permit
Action: Secker, Alexander. **Vote:** Yes-7; No-0; Absent-0.
- 14.3.2 Adopt New Board Policy 4113.5 Working Remotely (First Reading)
Action: Cheeseman, Alexander. **Vote:** Yes-7; No-0; Absent-0.
- 14.3.3 Acknowledge Revisions to Administrative Regulations 4112 and 4212 Appointment and Conditions of Employment (Second Reading)
Action: Fagin, Traina. **Vote:** Yes-7; No-0; Absent-0.

Board Reports:

Trustee Traina thanked Villalovoz and South/West Park for their presentations, the students did an excellent job. She agrees that being bilingual is a superpower. Trustee Secker shared that January 19 was the annual Martin Luther King Breakfast celebration at WHS. The morning began with breakfast prepared by the Tracy Breakfast Lions. Trustee Secker arrived early to the three high school principals and assistant principals cutting fruit; it was nice to see the importance they put into this

event. Dr. Pecot gave a nice speech and the students put on great performances. Hearing the video of Villalovoz students singing Make New Friends brought back Girl Scouts memories for Trustee Cheeseman. She found the reports to be wonderful. Trustee Hawkins thought the recognition of Ms. Preciado was also wonderful. Her instincts kicked in and she knew what to do. The SWP students impressed him. Trustee Alexander also attended the Martin Luther King Breakfast. The students did a great job; they took over and ran the event. She congratulated Ms. Preciado for being there to save a life. Trustee Fagin sees that the SWP students are going places; they were very impressive and he enjoyed hearing the Pledge of Allegiance in both English and Spanish. Trustee Silcox enjoys visiting the SWP campus and appreciates all that SWP and Villalovoz contribute to the community.

**Superintendent
Report:**

Dr. Pecot thanked South/West Park and Villalovoz for their presentations. He took this moment to recognized Sarah Cook whom is finalist for Teacher of the Year in San Joaquin County. She does a great job for the school district.

Adjourn: 7:34 PM

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 28, 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**

February 10, 2026

A.

Vendor:	MSDSonline/VelocityEHS
Sites:	District Wide
Item:	Year One of a Three-Year Service Agreement
Services:	Unlimited MSDS database searches, views, and additions to the eBinder. Ability to print safety data sheets and download an electronic backup.
Cost:	\$12,550.00
Project Funding:	Environmental Compliance



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: January 29, 2025
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

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

1. Tracy Future Farmers of America Foundation Inc. –\$975.00, check #2052. Donation to Tracy High FFA.
2. Tracy Breakfast Lions Club - \$2000.00, check #2611. This donation is for Tracy High School's Auto Club.

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

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

the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: February 10, 2026
SUBJECT: **Approve Agreement with Lozano Smith, Attorneys at Law, as Legal Counsel for Facilities/Business Services**

BACKGROUND: Tracy Unified School District continues to advance a significant portfolio of facility improvement and modernization projects across multiple campuses. These efforts include new construction, modernization of aging infrastructure, safety and security upgrades, and delivery of Measure “O” bond program priorities.

As the District moves forward with major projects in planning, design, and procurement phases, the complexity of construction delivery, contracting requirements, and public bidding compliance continues to increase. School construction projects require strict adherence to the California Education Code, Public Contract Code, Labor Compliance standards, DSA requirements, and bond accountability provisions.

To ensure that the district’s construction program is implemented efficiently, transparently, and in full legal compliance, specialized legal counsel is necessary to support staff throughout all phases of project development and delivery.

RATIONALE: The district is recommending the approval of attorney Lazano Smith's services, which provide dedicated legal support for construction and facilities-related matters. These services will assist in protecting the district’s interests, ensuring compliant procurement practices, and reducing risk associated with large-scale public works projects.

Legal services will include, but are not limited to:

- Preparation and review of competitive bidding and procurement documents
- Contract drafting and negotiation for professional services, construction, and consultant agreements
- Legal consultation on project delivery methods, including lease-leaseback, design-build, and public bidding

- Support with change orders, claims avoidance, and dispute resolution
- Guidance on regulatory compliance, including DSA, CEQA, and labor requirements
- Review of all documents required for contracting, award of bids, and project execution

Given the District's active construction workload and the continued expansion of Measure "O" implementation, retaining qualified legal counsel will ensure that projects are delivered with appropriate oversight, legal integrity, and stewardship of public funds.

Approval of these services will strengthen the district's ability to manage construction activities effectively while maintaining full compliance with state law and Board-adopted policies.

FUNDING: Measure O Bond Funds. Legal services will be billed on an as-needed basis in accordance with the firm's approved rate schedule, not to exceed \$25,000.

RECOMMENDATIONS: Approve Agreement with Lozano Smith, Attorneys at Law, as Legal Counsel for Facilities/Business Services.

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



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT (“Agreement”) is effective December 19, 2025 (“Effective Date”), between the TRACY UNIFIED SCHOOL DISTRICT (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists unless Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).
3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation, arbitration fees and e-discovery service fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services necessary to represent Client for a specific matter.
4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.
5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date; (b) Client fails to comply with other terms and conditions of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests; (c) Client has failed to disclose material facts to Attorney; or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1, an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file documents maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client

from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain commercial liability and professional errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either

following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney or a retired judge, unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client may be ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms and conditions of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its Professional Rate Schedule attached supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by the Parties.

13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.


14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms and conditions of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

17. EXECUTION IN COUNTERPARTS; SIGNATURES. This Agreement may be executed in counterparts with signatures appearing on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed Agreement. Signatures transmitted by facsimile or electronic image shall be deemed original signatures and binding on the Parties.

WHEREFORE, the Parties hereto, by their signatures below, enter into this Agreement pursuant to the above terms and conditions as of the Effective Date.

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Tracy Unified School District	Lozano Smith, LLP
BY (Authorized Signature)	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 12/19/2025



PROFESSIONAL RATE SCHEDULE
FOR TRACY UNIFIED SCHOOL DISTRICT

HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Table with 2 columns: Job Title and Hourly Rate. Includes Partner**/ Senior Counsel/ Of Counsel (\$350-\$410), Associate (\$275-\$340), Paralegal/ Law Clerk (\$225-\$300), and Consultant (\$125-\$395).

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request. ** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$395 - \$450 per hour.

SALE OR LEASE OF REAL PROPERTY WORK

Table with 2 columns: Job Title and Hourly Rate. Includes Partner/ Senior Counsel/ Of Counsel (\$450), Associate (\$375), and Paralegal/ Law Clerk (\$225).

BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

COSTS AND EXPENSES

Table with 2 columns: Expense Type and Cost. Includes Facsimile (No Charge), Copying and Printing (\$0.25 per page), Postage (Actual Usage), and Mileage (IRS Standard).

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: January 29, 2026
SUBJECT: Approve Entertainment, Assembly, Service, Business, and Food Vendors

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

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

Board Meeting Date	Board Approval Required Vendor Name	Insurance Expiration
02/10/2026	Borderless Academics - "Afro STEAM" hosted by GoSTEAM Mobile Science Lab, Hands - on science labs/demonstrations for K - 8th students, Jeanice Jyung, 209.232.5476, info@borderlessacademics.com, www.borderlessacademics.com CONTRACT REQUIRED PRIOR TO OCCURRENCE.	02/19/2026

To that end, the above list of vendors have met the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students.

This list will be updated as needed and presented to the board for approval.

FUNDING: Per attached summary of requisitions.

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

PREPARED BY: Cerina V Reyes, Facility Use Coordinator.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Bowell, Associate Superintendent for Educational Services
DATE: January 21, 2026
SUBJECT: **Approve Agreement for Consulting Services MOU with California Association for Bilingual Education CABE for the Planning and Implementation of DLI Dual Language Immersion Program**

BACKGROUND: On November 8, 2016, California voters passed Proposition 58, the *California Multilingual Education Act*, restoring greater local control and flexibility for districts to design and implement Dual Language Immersion (DLI) programs that meet their communities' needs. Building on this foundation, the state launched the *Global California 2030 Initiative* in 2018—a bold vision to make California a national leader in multilingual education by the year 2030. The initiative sets a clear and ambitious goal: for at least 50% of all K–12 students to achieve proficiency in two or more languages, empowering them to thrive in an increasingly interconnected global economy and culturally diverse California.

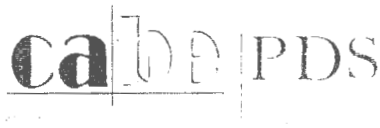
RATIONALE: The Tracy Unified School District (TUSD) has a strong tradition of aligning with California's educational priorities and leading the way in innovative, student-centered programs. By implementing a Dual Language Immersion (DLI) program, TUSD will expand access to biliteracy for all students, reflecting our district's commitment to equity, academic excellence, and 21st-century readiness. This initiative will directly support more students in earning the California State Seal of Biliteracy (SSB) on their high school diplomas—a recognition of advanced language proficiency that strengthens college, career, and global opportunities.

Moreover, a DLI program advances our district's contribution to California's Global California 2030 vision, striving for half of all K–12 students to achieve proficiency in two or more languages. To ensure the program's success from the start, TUSD seeks to partner with experienced consultants from the California Association for Bilingual Education (CABE). CABE's proven expertise in guiding districts through the planning, implementation, and sustainability phases of DLI programs will help TUSD design a high-quality, research-based model tailored to our community's needs and long-term educational goals.

FUNDING: The cost for these consulting services, which will be funded by LCAP and Concentration Grant Funding Resources 0709, is \$88,000.00.

RECOMMENDATION: Approve Agreement for Consulting Services MOU with California Association for Bilingual Education CAFE for the Planning and Implementation of DLI Dual Language Immersion Program in Tracy Unified School District.

Prepared by: Jose Jimenez, District EL Program Coordinator.



MEMORANDUM of UNDERSTANDING (MOU)

Between **Tracy Unified School District (TUSD)**
and **California Association for Bilingual Education (CABE)**
for 2025-2026 and 2026-2027
Contract # TR2527050

This agreement is entered into by and between the California Association for Bilingual Education (CABE) and Tracy Unified School District (TUSD) and serves to outline the details and responsibilities of CABE and TUSD, respectively, in regard to CABE providing an expert consultant to present sixteen (**16**) days, not to exceed 6 hours each day, of customized professional learning (hereafter: PL) in support of the DL Program for a **total cost of \$88,000**, which are also outlined in the approved proposal, Appendix A.

Responsibilities of TUSD

- To schedule the PL in collaboration with CABE PLS within 3 weeks of the approval of the contract.
- To notify CABE PLS of date/time changes for the PL in a timely manner:
 - Once TUSD and CABE PLS have mutually agreed upon the date/time for the PL, CABE PLS must be notified of any change in date/time at least ten (10) business days prior to the originally scheduled day and time of the PL.
 - If notice is received less than ten (10) business days prior to the originally scheduled day and time of the PL, TUSD will be liable for any additional travel and consultant costs related to the date/time change(s), if applicable.
- To provide an appropriate location for the PL at no cost to CABE;
- To provide logistical information to CABE no later than two weeks prior to the scheduled session (location, agenda, audience, number of participants, etc.)
- To provide the audiovisual equipment for the presentations, requested by CABE in advance;
- To provide technical support during delivery of virtual PL, if using a district sponsored meeting platform.
- To meet and accommodate the needs of any of their participants as needed, including interpretation.
- To cover the cost of and prepare materials/handouts for the PL, including translation, if necessary;
- Provide administrative support (sign-in sheets, name badges, name tents, materials boxes for participants, chart paper, markers, etc.);
- Arrange for and cover cost of food participants for the PL (if any); and
- Limit the number of participants to a maximum of 40 for the C/PL.
 - Participants are defined as those who attend the C/PL, even for only a portion of the day, whether they are formally registered/paid or not (provided however, such term shall not include those staff individuals present who provide audiovisual equipment, materials/handouts or administrative support to the C/PL).
- If the number of participants exceeds 40, CABE must be notified at least 2 weeks in advance, an additional consultant may be assigned to the presentation to support participant engagement and additional materials may need to be prepared.

- If CAFE receives notice at least two weeks in advance that the number of participants will exceed 40, then the cost per participant beyond 40 and up to 50 will be \$175 each and added to the total cost of the MOU; and
- If CAFE receives notice at least two weeks in advance that the number of participants will exceed 50, the cost of a second presenter will need to be invoiced at the daily rate.
- If CAFE does not receive notice at least two weeks in advance that the number of participants will exceed 40, then the cost per participant beyond 40 and up to 50 will be \$225 each and added to the total cost of the MOU.
- If CAFE does not receive notice at least two weeks in advance that the number of participants will exceed 50, the cost of a second presenter will be invoiced at the daily rate plus an additional \$1,000 late notice fee.

Responsibilities of CAFE

- To provide an expert consultant to present the PL; and
- Provide all travel costs for said consultant.
- When delivering virtual PL, CAFE may provide the virtual meeting platform or may request to use a platform provided by the District.

Virtual Delivery

- If in-person professional learning is not an option due to the Covid-19 pandemic or other reasons out of CAFE's control, CAFE will coordinate with the district to provide the professional learning through a virtual platform, with modifications as needed (time, materials, etc.).
- If professional learning is provided via a virtual platform, the professional learning session will be delivered in divided times over agreed upon days equivalent to in-person delivery or in an adjusted full day session appropriate for virtual facilitation.
- CAFE will provide the Zoom Virtual Platform and all necessary links and set up unless TUSD selects to use and set up a different platform. District is responsible for providing technical support to CAFE consultants for training, managing, setting up, and monitoring the session.
- Sessions will not be recorded unless explicit permission is provided by district and attendees to be used by CAFE for internal purposes.
- Digital handouts and materials for each professional learning session are to be used by participants only and not to be distributed unless permission is granted by CAFE.

Budgeting

At contract signing, a non-refundable deposit of 25% of the total costs will be due. This deposit will cover the initial costs incurred by CAFE and the consultant to begin preparing the PL. Should the need arise to reschedule or cancel the PL, the deposit will be applied toward the rescheduled date or any future PL provided by CAFE. CAFE PLS will invoice TUSD for the remaining amounts due after each day of PL is presented. TUSD will be invoiced for all scheduled services through June 30th by April 30th of the contract year. When PL is provided through a virtual platform, delivery of the services will be billed as follows:

- PL lasting 1-3 hours of online delivery in a single session will be billed for half the daily rate
- PL lasting more than 3 hours and up to 6 hours in a single session will be billed the full daily rate

Intellectual Property

CAFE retains all intellectual property rights to the content of the PL presentations.

CABE retains the right to record virtual and in-person PL for internal quality control purposes. Only CABE may record its PL presentations and any recordings are the sole property of CABE.

CABE Media Release

CABE may take photos of trainers and collaborative work during trainings, for use on social media and in promotional materials. By signing this contract, TUSD agree as follows:

- All recordings and photographs of participants by CABE or its contractors may be used by CABE for promotional or other purposes at its discretion.
- I acknowledge and agree that any photographs, audio, or video recordings taken of participants by CABE, or its contractors are the sole property of CABE. I understand and agree that there will not be any compensation in connection with the use of these materials.
- I hereby release, waive, and discharge any claims of any kind or nature arising out of or relating to the use of the statements, photography, audio, or video recording by any person or firm authorized by CABE to publish said material ("Publishers"). This release, waiver, and discharge should also extend to all affiliated companies, directors, staff, and board members of said Publishers.
- This release shall be binding upon participants and respective successors, heirs, assigns, executors, administrators, spouses, and next of kin.

Insurance

CABE shall provide to TUSD a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$3,000,000 aggregate and \$1,000,000 per occurrence. CABE will provide evidence of Workers' Compensation insurance coverage for all CABE PLS consultants upon request.

Indemnification

- A. Insofar as permitted by law, TUSD shall assume the defense and hold harmless CABE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of TUSD, its officers, agents or employees.
- B. Insofar as permitted by law, CABE shall assume the defense and hold harmless TUSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of CABE its officers, agents or employees.
- C. It is the intent of TUSD and CABE that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. TUSD and CABE agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. TUSD and CABE further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

Termination

Either party may terminate this MOU without cause upon (30) days prior written notice to the other party. If terminated by the District, the District will be responsible for costs incurred up to the date of termination. If in-person professional learning is not an option at any point during the school year due to the Covid-19 pandemic or other cause outside the control of the parties, CAFE will provide the PL through a virtual platform, with modifications as needed, or the parties will reschedule the PL to a mutually agreeable date.

Notices

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To TUSD: Tracy Unified School District
1875 W. Lowell Avenue
Tracy, California, 95376

To CAFE: California Association for Bilingual Education
20888 Amar Road
Walnut, CA 91789

Integration

This MOU represents the entire and integrated agreement between TUSD and CAFE for the services described above, and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only by a written instrument signed by the duly authorized representatives of TUSD and CAFE.

Representation of Authority

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

IN WITNESS WHEREOF, TUSD and CABA have executed this MOU as of the date first above written.

Authorized Representative

Tracy Unified School District
1875 W. Lowell Avenue
Tracy, California, 95376
(209) 830-3200

Date:

Dr. Edgar Lampkin, CABA CEO

California Association for Bilingual Education
20888 Amar Road
Walnut, CA 91789

(626) 814-4441

Date:



*Proposal from CABE Professional Learning Services to
Tracy Unified School District for
Support of the Dual Language Program*

To: Jose Jimenez, English Learner Program Coordinator, Tracy Unified School District
From: Rubí Flores, Director of Professional Learning, CABE Professional Learning Services (PLS)
CC: Dr. Edgar Lampkin, CEO, California Association for Bilingual Education (CABE)
Date: 01.12-2026
Re: CABE Professional Learning Services (PLS) Proposal for consulting and professional learning in support of the dual language (DL) program

Introduction

CABE is the pioneering professional association with over 40 years of experience with educational programs for language learners and has developed tools and techniques for planning, implementing, and enhancing language programs, including dual language (DL) programs. We bring this deep knowledge of and expertise with DL to our collaboration with districts in support of their planning, implementation, and enhancement of their programs.

The following professional learning is proposed as a way to support the vision of the district under the knowledgeable leadership of the English Learner Program Coordinator, to guide the district in support of a strong, successful, and sustainable DL program in Tracy Unified School District.

Proposed Collaboration for January 13, 2026 through June 30, 2027

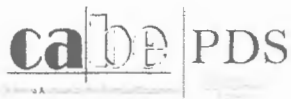
The process of enhancing a DL program takes careful analysis and strategic planning for implementation. This proposal spans the 2025-2026 and 2026-2027 academic year and provides consulting and professional learning support for enhancing the TUSD DL program. CABE PLS will work with district representatives to identify and cluster the critical topics to explore, conversations that will need to be conducted, and decisions that need to be made in analyzing and planning for and the implementation of the enhanced DL program. The recommended consulting and professional learning is listed below and is offered for your consideration. This proposal can be customized to your budget, specific goals, and level of support needed.

Proposed support for the 2025-2026 academic year:

Goal 1: Establishing the DLI District Leadership Team: How to Create a Strong, Successful, and Sustainable DLI program, T/K-12	By Whom	# of Days
<p>Description of services provided:</p> <ul style="list-style-type: none"> • (Prior to presentation) Establish a District Leadership Team (DLT) for DL <ul style="list-style-type: none"> ○ Comprised of Site Leadership Teams from the DL sites and select district administrators and stakeholders • (Prior to presentation) Establish a Site Leadership Team at <u>each site</u> with a DL program <ul style="list-style-type: none"> ○ Comprised of (suggested from each DL site): site administrators, 1 DL teacher, 1 non-DL teacher, 1 Special Education teacher, 1 DL bilingual instructional aide representative from DL site (if assigned to DL program); 1 Academic Coach from DL site (if so assigned) • Present and build background on the essential components of a strong, successful, and sustainable DL program, <ul style="list-style-type: none"> ○ DL definition, goals, research-base ○ Research on both DL program (90:10, 50:50) models ○ Equity in education for English learners through DL ○ DL implementation (school-wide, strand in a school) models ○ <i>Guiding Principles for Dual Language Education, 3rd edition</i>, introduction ○ DL program vision, mission statements, and goals ○ Marketing and student recruitment ○ Enrollment, transfers, lottery, wait lists, parent commitment form ○ Recruitment of highly qualified certificated and classified biliterate staff ○ Differentiated job descriptions, interviews, recruitment window, and implications ○ Considerations for language allocation plan ○ Curriculum and professional development ○ Assessments and report cards in a DL program ○ DL Program Reflection System and action plans ○ DL Student Monitoring System ○ Implications as DL program grows from elementary to secondary ○ Seal of Biliteracy pathways ○ Engaging all parents in a DL program <p>Audience: <u>DL District Leadership Team:</u> district administrators (from Educational Services and English Learner Services, at minimum), site administrators from DL sites, 1-2 DL teachers from each DL site, 1 non-DL teacher from each DLI site, 1 Special Education representative from each DL site, 1 DL bilingual instructional aide representative from each DL site; 1 Instructional</p>	District staff and CABE PDS consultant	2 days

Coach/Teacher on Special Assignment (TOSA) representative from each DL site; <u>Other members to consider including on the District Leadership Team</u> : School board member; union representative; front office personnel representative from each DL site; parent liaison; librarian; parent representative; parents of English Learner students representative; parents of English-only students representative		
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Goal 2. Provide Customized Consulting and Coaching for Planning a Developmental Bilingual Dual Language (DL) Program to District's Leadership Team (DLT)	By Whom	# of Days
<p>Description of services provided: In collaboration with district's administration and DLT, continue to provide facilitated planning and feedback work sessions regarding:</p> <ul style="list-style-type: none"> • Meeting with DL DLT to provide guidance and consultations to plan a new DL program • Creation of DL program vision, mission statements • Development of DL program systems aligned to the Guiding Principles of Dual Language Education, 3rd Edition • Facilitation of action plans based on the Dual language Planning Timeline that may include: <ul style="list-style-type: none"> ○ Survey and data gathering protocols ○ Recommendations for Program Structures and Protocols ○ Identification of dual language site and program model ○ Priorities in registration ○ Marketing and student recruitment ○ Enrollment, transfers, lottery, wait lists, parent commitment forms ○ Recruitment of highly qualified certificated and classified biliterate staff ○ Differentiated job descriptions, interviews, recruitment window, and implications ○ Assessments and report cards in a DLI program ○ Determining language allocation plan ○ Creating a curriculum and professional development plan ○ Curriculum and Resources Policies ○ Instructional Beliefs Document and Expectations ○ Bridge communications across departments to develop systems for implementation of the district's DL program ○ Family and Community Engagement Plan ○ Initial Draft of the DL Masterplan <p>Audience: <u>DL District Leadership Team</u></p>	District staff and CABE PLS consultant	14 days



**Proposal from CABE Professional Learning Services to
Tracy Unified School District for
Support of the Dual Language Program**

Summary of Professional Learning Services	Cost:
Proposed for 2025-2026 and 2026-2027	
Goal 1: Establishing the DLI District Leadership Team: How to Create a Strong, Successful, and Sustainable DLI program, T/K-12	\$11,000
Goal 2: Provide Customized Consulting and Coaching for Planning a Developmental Bilingual Dual Language (DL) Program to District’s Leadership Team (DLT)	\$77,000
Total Proposed Cost for 2025-2026 and 2026-2027	\$88,000

Responsibilities of TUSD

- To schedule the PL in collaboration with CABE PLS within 3 weeks of the approval of the contract.
- To notify CABE PLS of date/time changes for the PL in a timely manner:
 - Once TUSD and CABE PLS have mutually agreed upon the date/time for the PL, CABE PLS must be notified of any change in date/time at least ten (10) business days prior to the originally scheduled day and time of the PL.
 - If notice is received less than ten (10) business days prior to the originally scheduled day and time of the PL, TUSD will be liable for any additional travel and consultant costs related to the date/time change(s), if applicable.
- To provide an appropriate location for the PL at no cost to CABE ;
- To provide logistical information to CABE no later than two weeks prior to the scheduled session (location, agenda, audience, number of participants, etc.)
- To provide the audiovisual equipment for the presentations, requested by CABE in advance;
- To provide technical support during delivery of virtual PL, if using a District sponsored meeting platform.
- To meet and accommodate the needs of any of their participants as needed, including interpretation.
- To cover the cost of and prepare materials/handouts for the PL, including translation, if necessary;
- Provide administrative support (sign-in sheets, name badges, name tents, materials boxes for participants, chart paper, markers, etc.);
- Arrange for and cover cost of food participants for the PL (if any); and
- Limit the number of participants to a maximum of 40 for the C/PL.
 - Participants are defined as those who attend the C/PL, even for only a portion of the day, whether they are formally registered/paid or not (provided however, such term shall not include those staff individuals present who provide audiovisual equipment, materials/handouts or administrative support to the C/PL).
- If the number of participants exceeds 40, CABE must be notified at least 2 weeks in advance, an additional consultant may be assigned to the presentation to support participant engagement and additional materials may need to be prepared.
- If CABE receives notice at least two weeks in advance that the number of participants will exceed 40, then the cost per participant beyond 40 and up to 50 will be \$175 each and added to the total cost of the MOU; and



*Proposal from CABE Professional Learning Services to
Tracy Unified School District for
Support of the Dual Language Program*

- If CABE receives notice at least two weeks in advance that the number of participants will exceed 50, the cost of a second presenter will need to be invoiced at the daily rate.
- If CABE does not receive notice at least two weeks in advance that the number of participants will exceed 40, then the cost per participant beyond 40 and up to 50 will be \$225 each and added to the total cost of the MOU.
- If CABE does not receive notice at least two weeks in advance that the number of participants will exceed 50, the cost of a second presenter will be invoiced at the rate of \$5,500.

Responsibilities of CABE

- To provide an expert consultant to present the PL; and
- Provide all travel costs for said consultant.
- When delivering virtual PL, CABE may provide the virtual meeting platform or may request to use a platform provided by the District.

Virtual Delivery

- If in-person professional learning is not an option due to the Covid-19 pandemic or other reasons out of CABE’s control, CABE will coordinate with the district to provide the professional learning through a virtual platform, with modifications as needed (time, materials, etc.).
- If professional learning is provided via a virtual platform, the professional learning session will be delivered in divided times over agreed upon days equivalent to in-person delivery or in an adjusted full day session appropriate for virtual facilitation.
- CABE will provide the Zoom Virtual Platform and all necessary links and set up unless TUSD selects to use and set up a different platform. The district is responsible for providing technical support to CABE consultants for training, managing, setting up, and monitoring the session.
- Sessions will not be recorded unless explicit permission is provided by district and attendees to be used by CABE for internal purposes.
- Digital handouts and materials for each professional learning session are to be used by participants only and not to be distributed unless permission is granted by CABE.

Budgeting

At contract signing, a non-refundable deposit of 25% of the total costs will be due. This deposit will cover the initial costs incurred by CABE and the consultant to begin preparing the PL. Should the need arise to reschedule or cancel the PL, the deposit will be applied toward the rescheduled date or any future PL provided by CABE. CABE PLS will invoice TUSD for the remaining amounts due after each day of PL is presented. TUSD will be invoiced for all scheduled services through June 30th by April 30th of the contract year. When PL is provided through a virtual platform, delivery of the services will be billed as follows:

- PL lasting 1-3 hours of online delivery in a single session will be billed for half the daily rate
- PL lasting more than 3 hours and up to 6 hours in a single session will be billed the full daily rate

Intellectual Property

CABE retains all intellectual property rights to the content of the PL presentations. CABE retains the right to record virtual and in-person PL for internal quality control purposes. Only CABE may record its PL presentations and any recordings are the sole property of CABE.



*Proposal from CABE Professional Learning Services to
Tracy Unified School District for
Support of the Dual Language Program*

CABE Media Release

CABE may take photos of trainers and collaborative work during trainings, for use on social media and in promotional materials. By signing this contract, XXX agree as follows:

- All recordings and photographs of participants by CABE or its contractors may be used by CABE for promotional or other purposes at its discretion.
- I acknowledge and agree that any photographs, audio, or video recordings taken of participants by CABE, or its contractors are the sole property of CABE. I understand and agree that there will not be any compensation in connection with the use of these materials.
- I hereby release, waive, and discharge any claims of any kind or nature arising out of or relating to the use of the statements, photography, audio, or video recording by any person or firm authorized by CABE to publish said material ("Publishers"). This release, waiver, and discharge should also extend to all affiliated companies, directors, staff, and board members of said Publishers.
- This release shall be binding upon participants and respective successors, heirs, assigns, executors, administrators, spouses, and next of kin.



20888 Amar Road, Walnut, CA 91789
Phone (626) 814-4441 ext. 212 Fax (626) 814-4640



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 21, 2026
SUBJECT: **Approve Agreement for Special Contract Services with San Joaquin County Office of Education – California Preschool Instruction Network (CPIN) and the TUSD School Readiness Preschool Program During the 2025-2026 School Year**

BACKGROUND: The California Preschool Instructional Network (CPIN) is brought to you by the California Department of Education, Early Learning and Care Division in collaboration with the Center for Child and Family Studies at WestEd and the California County Superintendents Educational Services Association (CCSESA). CPIN provides high quality professional development for preschool administrators and teachers highlighting current research-based information, resources, and effective instructional practices which are focused on preparing children to flourish in early childhood and succeed in elementary school and beyond.

RATIONALE: Preschool and Transitional Kindergarten teachers will delve into the California Department of Education’s California Preschool/Transitional Kindergarten Learning Foundations (PTKLF) on Social Emotional Development. Social and emotional development is the foundation for overall development and learning. Teachers will learn how to equip themselves with strategies to foster children’s self-regulation, relationship building, and emotional understanding. The information and strategies shared will allow for Preschool and Transitional Kindergarten teachers to align their curriculum to the Preschool Foundations and Frameworks. The CPIN trainers provided by the San Joaquin County Office of Education are experts in providing strategies that are aligned to preschoolers’ development. This agenda item supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students’ academic, social, and emotional potential.

FUNDING: The cost for this training and support is \$4,500 and will be paid with the San Joaquin County Office of Education Early Education Teacher Development (EETD) grant program funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the San Joaquin County Office of Education - California Preschool Instructional Network (CPIN) and the TUSD School Readiness Preschool Program During the 2025-2026 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education- California Preschool Instructional Network (CPIN), 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 three part day sessions of training on the following dates: February 18, March 25, and April 22, 2026, for Preschool and TK Teachers. The CPIN training sessions provided to teachers will focus on Social Emotional Development Training taken from the Preschool TK Learning Foundations. CPIN training will include trainer fees, planning and preparation time, and printing training materials/add-on resources for up to 60 participants. Training/Trainer fees are \$1,500 per each half-day 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 three half days (6 hours) () [] HOURS [X] DAYS, under the terms of this agreement at the following location TUSD.

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

- a. District shall pay \$ 1,500.00 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$ 4,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on February 18, 2026, and shall terminate on April 22, 2026.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Rocio Garcia, at (209) 830-3294 ext 1507 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] WILL [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

01-0000-0-1110-2140-5800-800-2719

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: January 21, 2026
SUBJECT: **Approve Agreement with the University of the Pacific for a Five-Week Summer Academy (Reach for the Stars STEM Academy)**

BACKGROUND: The Expanded Learning Opportunities Program (ELO/ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities – California Ed Code (EC) Section 46120. Expanded Learning refers to before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (See [EC Section 8482.1(a).])

RATIONALE: ELO/ELO-P programmatic (educational) standards are to be aligned with the After School Education and Safety Act (ASES) EC Section 46120(b)(2), and the 21st Century Community Learning Centers (21st CCLC) Program. An educational enrichment element may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities. Expanded learning opportunities provide opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (See [EC Section 46120(g)(1)]).

This Agenda Item represents the request to approve the Special Contract Services Agreement with the University of the Pacific for a five-week intensive Summer Academy called “Prep USA/ Reach for the Stars Science, Technology, Engineering, and Math (STEM) Academy on its campus from June 1, 2026 – June 26, 2026. The academy will provide 6 hours of instruction a day for approximately 50 students during the 2026 terms as follows: Rising 7th graders. The purpose of the Reaching for the Stars STEM Academy is to enhance mathematics, science, and technology skills; attract learners to the “STEM” professions; improve self-esteem and confidence and learn real-life applications. The Contract Agreement is attached as part of this Agenda item which

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

FUNDING: All expenses will be funded by Expanded Learning Opportunities grant. The Agreement with the University of the Pacific will not exceed \$86,232.96.

RECOMMENDATION: Approve Agreement with the University of the Pacific for a Five-Week Summer Academy (Reach for the Stars STEM) Academy.

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

Collaborative Services Agreement

This Collaborative Services Agreement ("Agreement") entered into by and between Tracy Unified School District (hereinafter "TUSD") and University of the Pacific, for its Tomorrow Project (hereinafter "Pacific"). Collectively referred to herein as the "Parties";

WHEREAS, Pacific will host a five-week intensive Summer Academy called "Prep USA/Reach for the Stars Science, Technology, Engineering, and Math (STEM) Academy" (hereinafter-called "PREP USA RFTS STEM" Academy) on its campus from June 1, 2026 – June 26, 2026, pending full execution of the agreement that allows enough time to hire qualified teachers before the academy starts and close out the contract with all expenses reconciled after the academy;

WHEREAS, The Term of this Agreement shall be from January 1, 2026 – December 31, 2026,

WHEREAS, the Academy will provide 6 hours of instruction a day for approximately 50 students during the 2026 terms as follows: Rising 7th graders - (2 classes of approximately 25 students in each class);

WHEREAS, students will be recruited based upon the district approve Application to Conduct Research in the Tracy Unified School District;

WHEREAS, TUSD post academy recruitment flyer on website;

WHEREAS, varied levels of mathematics, science, and technology instruction will be provided using a curriculum provided by Prep USA, San Antonio, TX. Each class will have a qualified credentialed teacher/instructor and teaching assistants;

WHEREAS, each class will have a qualified credentialed teacher/instructor and teaching assistants;

WHEREAS, the core curricular focus areas are specific to STEM, two areas, Introduction to ***Technical Writing and Topics in Problem Solving*** are the conceptual framework;

WHEREAS, in-class discussions/assignments, and homework are the structural model;

WHEREAS, project-based learning, writing conventions, and metacognitive skill development contextualizes the curriculum;

WHEREAS, the curriculum aligns with various Common Core Writing Standards:

GRADE 6	GRADE 7	GRADE 8
1. Write arguments to support claims with clear reasons and relevant evidence.	1. Write arguments to support claims with clear reasons and relevant evidence.	1. Write arguments to support claims with clear reasons and relevant evidence.
2. Write informative texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.	2. Write informative texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.	2. Write informative texts, including career development documents (e.g., simple business letters and job applications) , to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.
7. Conduct short research projects to answer a question, drawing on several sources and refocusing the inquiry when appropriate.	7. Conduct short research projects to answer a question, drawing on several sources and generating additional related, focused questions for further research and investigation.	7. Conduct short research projects to answer a question (including a self-generated question), drawing on several sources and generating additional related, focused questions that allow for multiple avenues of exploration.

WHEREAS, the STEM curriculum topics will cover:

- Yr. 1 (rising 7th graders): Introduction to Engineering & Logic
- Yr. 2 (rising 8th graders): Introduction to Physics & Algebraic Structures
- Yr. 3 (rising 9th graders): Introduction to Probability & Statistics
- Yr. 4 (rising 10th graders): Computer & Water Science & Robotics
- Yr. 5 (rising 11th graders): Introduction to Aeronautics (Partnership with the Byron Patriot Jet Team)
- Yr. 6 (rising 12th graders): STEM JEMS (Job-Employment/Mentoring Skills)
- Yr. 7 (rising 13th graders): STEM JEMS (Employment as a paid Teaching Assistant)

WHEREAS, the purpose of the PREP USA RFTS STEM Academy is to enhance mathematics, science, and technology skills; improve study skills; attract learners to the “STEM” professions; improve self-esteem and confidence, and learn real-life applications;

WHEREAS, a qualified onsite coordinator will manage the PREP USA RFTS STEM Academy;

WHEREAS, the PREP USA RFTS STEM Academy operate as University of the Pacific Beyond Our Gates Tomorrow Project in the School of Engineering and Computer Science;

WHEREAS, Teachers & teaching assistants will be hired as Pacific employees. The goal is to have no more than 25 students in each classroom. Each class will have up to (1) teaching assistant, unless otherwise agreed to by the parties;

WHEREAS, in addition to the aforementioned teachers, teaching assistants, & Coordinator will be hired to a support classes and assist with out of class responsibilities such as shopping for snacks, instructional materials, copying, running errands, etc. The Program Administrator of the academy will assign the Coordinator to a classroom when not engaged in logistical support;

NOW, THEREFORE, in consideration of the mutual promises made herein, Pacific and TUSD agree as follows:

1. TERM.

The Term of this Agreement shall be from January 1, 2026 through December 31, 2026.

2. RESPONSIBILITIES OF PARTIES

A. TUSD's Responsibilities.

A.1. Contribution Amount and Schedule:

TUSD shall:

- (1) Provide funding not to exceed **\$86,232.96** to Pacific to fund the PREP USA RFTS STEM Academy for the term stated above.
Allowable expenditures include costs for instructors, teaching assistants, STEM curriculum, meals and snacks, postage, and other teaching materials, office supplies, copying and printing, costs for graduation, parent night and related events, and educational fieldtrips.

Amount and schedule: 2026:

- (2) Following the approval of this Agreement by the Parties, **\$43,116.46**, Representing one-half (1/2) of the of the projected budget attached hereto and incorporated herein as ***Exhibit A*** for 2026 summer STEM academy will be remitted to Pacific by May 30, 2026.
- (3) TUSD shall attach a copy of the purchase order to this signed Collaborative Services Agreement in the estimated amount of **\$43,116.46** to help expedite TUSD's processing of the Pacific invoice.
- (4) TUSD shall pay the invoice for remaining expense of the summer academy by December 30, 2026.

Additional items and obligations to be provided by TUSD not included in the \$86,232.96:

- a. Transportation (busing) for participating students for the duration of the academy to the University of the Pacific Stockton campus.

B. Pacific Responsibilities.

Pacific shall:

- (1) Upon the approval of the Agreement by the Parties, invoice TUSD by April 1, 2026 in the amount of **\$43,116.46**. This amount represents one-half (1/2) of the projected budget amount for 2026. The invoice will detail allowable expenditures to be encumbered.
- (2) Invoice TUSD for remaining expenses for the summer STEM academy by July 31, 2026. Invoice will detail actual expenses.

- (3) Provide a five (5) week (Monday – Thursday) intensive summer academy called “PREP USA RFTSA STEM”, on its campus for summer 2026. The PREP USA RFTS STEM Academy will provide 6 hours of instruction per day, 4 days per week for 5 weeks for 19 days.
- (4) Provide in-kind contributions to the PREP USA RFTS STEM Academy by providing classroom space, site coordinator office, supplies, office materials, copying, phone lines, computers, internet access, custodial services, & utilities.
- (5) Provide lunch for all students each day of the PREP USA RFTS STEM Academy. Costs Inclusive in the contracted amount under 2.A (1).
- (6) Using funds from the budget, hire or contract out with qualified individuals, agencies or businesses to:
 - (a) Provide STEM instruction and determine the appropriate level of instruction of each participating student. One (1) teacher per class. One (1) teacher will be hired as a Lead teacher to support other teachers in planning and logistics. Teachers will be hired as Pacific employees.
 - (b) Provide up to one (1) Teaching Assistant (TA) per class unless otherwise agreed by the Parties. Teaching Assistants will be hired as Pacific employees. Teaching Assistants will be recruited from either/or/and University of the Pacific’s School of Engineering and Computer Science department, other local unified school districts, colleges and universities, RFTSA alumni.
 - (c) One (1) Coordinator will be hired to support classroom instruction and outside classroom logistics (shopping for snacks and instructional materials, running on campus errands and light office tasks such as making copies, phone calls to families, filling out forms, etc.). When the Coordinator is not taking care of logistics, he/she will be assigned by the Program Administrator to an academy classroom for instructional support. TSUD will provide prorated compensation of 17% of the Coordinator’s salary as indicted in the Budget Narrative of the budget, line 14.
- (8) Conduct two (2) parent trainings in the evening during the PREP USA RFTS STEM Academy program to support and encourage parent engagement.
- (9) Host an evening or morning parent/student orientation for parents and students.
- (10) Host an opening and closing ceremony.
- (12) Monitor student progress and provide progress reports to parents twice during the academy, 2.5 weeks into the program and at the end of the program.
- (13) Work with the Tomorrow Project evaluator, if needed and others to ensure timely and appropriate data collection (such as pre/post test scores, attendance, discipline, etc.).
- (14) Maintain clear communication with the TUSD’s Curriculum Department.
- (15) Ensure that all contributing partners to the PREP USA RFTS STEM Academy are clearly credited in all publicity materials.

C. Joint Responsibilities.

Both Parties will:

- (1) Provide an orientation for students and parents.
- (2) Be responsible for the recordkeeping of the students’ school records and parent information.

- (3) Provide professional development training to teachers and assistants prior to the start of the PREP USA RFTS STEM Academy and conduct daily staff meetings to collaborate on curriculum and event planning.
- (4) Provide representatives to serve on interview panels for teachers, teaching assistants and coordinator.
- (5) Agree that the amounts in the budget are "projected" and are estimated to the best of the parties' joint assessment based on prior year PREP USA RFTS STEM Academy costs. Both Parties agree that "projected" amounts are subject to be more or less than "actual" costs. With this understanding in mind, TUSD pre- authorizes Pacific to make the determination to adjust (increase/decrease) "projected" budget amounts within and up to \$1500.00 in any budget line, without additional approval beyond this Agreement, to avoid interruption of the needs and services of the PREP USA RFTS STEM Academy. Total expenses for the program will stay within the total budget. As has been past practice, the Tomorrow Project administrator will continue to apprise and inform TUSD of all adjustments to the "projected" budget as they occur. Any other changes considered to be made to the "projected" budget may be approved by joint written agreement of the Parties.

3. CONFIDENTIALITY

At all times hereafter, TUSD & Pacific will keep in confidence and trust all Confidential Information (as defined below) that TUSD & Pacific learns of or receives during the term of this Agreement. And will not use, reproduce, or disclose to others any Confidential Information without TUSD's and Pacific's advance written consent, except (i) as may be directly necessary in the ordinary course of performance of the Services under this Agreement; or (ii) in accordance with a judicial or other governmental order. Provided however, that, to the extent reasonably possible, Pacific shall give TUSD and TUSD shall give Pacific, reasonable notice prior to making any such disclosure in sufficient time so TUSD or Pacific may object to such disclosure if it so chooses. Additionally, provided further, that TUSD & Pacific shall disclose only that portion of the Confidential Information that it is legally required to disclose. "Confidential Information" shall mean any and all proprietary information of each party, including, without limitation, information on each party's finances, employees, students, or alumni, and information relating to any current, future, or proposed program, project, business practice, method of operation, funder, or marketing plan.

4. STUDENT RECORDS

If TUSD provides Pacific with access to any "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act and its implementing regulations (collectively, "FERPA Protected Information"), Pacific hereby certifies that access to FERPA Protected Information is necessary for the performance of the Services and Pacific's duties and responsibilities under this Agreement, and agrees that Pacific shall be subject to, and shall comply with, the same conditions and restrictions on the use and re-disclosure of FERPA Protected Information as apply to TUSD pursuant to applicable law.

Student records are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside TUSD that are directly related to an identifiable student and maintained by TUSD, required to be maintained by an employee in the performance of his/her duties, or maintained by a party acting for TUSD. Any information maintained for the purpose of second-party review is considered a student record. Student records include the student's health record. (Ed. Code 49061, 49062; 5 CCR 430; 34 CFR 99.3.)

Pacific's failure to comply with this provision, or Pacific's failure to abide by legally applicable security measures and disclosure and re-disclosure restrictions with regard to FERPA Protected Information, shall constitute a material breach of this Agreement.

5. MUTUAL INDEMNIFICATION

Unless otherwise expressly set forth in this AGREEMENT, each party shall indemnify, defend, and save harmless the other, and their regents, directors, officers, agents, employees, boards, commissions, and departments, from any and all loss, damages, suits, claims (including actions of administrative agencies), penalties, costs, liabilities and expenses (including, but not limited to, a reasonable investigation, legal and paralegal expenses), that may arise out of this

Agreement, or the Parties' respective performance hereunder, provided that any such loss damages, suits, claims, penalties, costs, liabilities, and expenses does not arise out of the intentional or negligent acts or omissions of the indemnifying party.

6. INSURANCE

Each party shall maintain, during the term of this Agreement, a commercial general liability insurance policy which provides coverage for claims arising from bodily or personal injury, or property in the amount of five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate. This may be satisfied by the purchase of Umbrella and/or Excess Liability Insurance.

Workers compensation insurance with statutory limits covering each party's employees providing services under this agreement.

All event transportation will be arranged by TUSD for students who are participating in this program, and TUSD shall be responsible for ensuring that the appropriate insurance coverage or waiver for students transported to and/or from the Academy is obtained.

Evidence of such insurance and copies of the waivers will be provided to Pacific prior to the transport of the students. In no case will Pacific be responsible or liable for providing any transportation for student participating in this program.

Each party will include the other as an additional insured on each party's commercial general liability policy. Evidence of such insurance along with any additional insured endorsements, shall be provided to each party. Any cancellation or non-renewal of the insurance coverage provided under this agreement will be provided immediately to the other party.

7. LIMITATION ON DAMAGES

In no event shall either party be liable to the other party for any special, consequential, indirect, exemplary, punitive, incidental, or similar damages (including, without limitation, loss of profits), even if such party has been apprised of the possibility thereof; provided, however, that the foregoing limitation shall not apply in the event that TUSD breaches its Confidentiality obligations as specified in this Agreement.

8. GOVERNING LAW

This Agreement, and any dispute between the parties arising out of this Agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules.

9. DISPUTE RESOLUTION

(a) **Meet and Confer.** In the event of any dispute, controversy, claim, or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a "Dispute"), the Parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party (the "Dispute Notice"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties. If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall settle such Dispute as otherwise set forth in this Section.

(b) **Other Proceedings.** In the event a Dispute is not resolved by the meet and confer provisions under subsection (a) above, the Parties may choose any other available legal means to settle the Dispute. Each party agrees that a violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

(c) **Forum for Legal Action.** Any and all legal action that is initiated to enforce any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state (San Joaquin County, California) or applicable federal court of California.

10. USE OF NAMES AND LOGOS

Both Parties agree that they shall not use each other’s name, logo or insignia, or otherwise identify the other in any form of publicity or disclosure without the prior written permission of the other party.

11. MISCELLANEOUS PROVISIONS

- (a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written.
- (b) **Amendments.** The provisions of the Agreement may be altered, amended, or changed only by mutual agreement of both Parties, executed in writing via e-mail.
- (c) **Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.
- (d) **Time of the Essence.** Time is of the essence of this Agreement.
- (e) **Severability.** If any non-material term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valued and be enforceable to the fullest extent permitted by law.
- (f) **Incorporation of Recitals.** The Recitals are incorporated herein by reference.
- (g) **Authority.** The individuals signing this Agreement on behalf of a Party represent and warrant that they are fully empowered to so act on behalf of said entities.
- (h) **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS WHEREOF, Pacific and TUSD have executed this Agreement on the dates specified below.

University of the Pacific

Tracy Unified School District

 Dr. Elizabeth Orwin Date
 Dean, School of Engineering and Computer Science

 Name Date
 Title

 Mehdi Khazaeli Date
 Assistant Provost for Research, Innovation,
 and Sponsored Programs



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 21, 2026
SUBJECT: **Approve the Purchase of a Kiln from Clay Planet for Tracy High School using LEA’s 23/24 Prop. 28 (The Arts and Music in Schools) (AMS) Waiver Funding**

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

Tracy High School will now offer a comprehensive visual arts program that includes ceramics instruction aligned with the CA Visual Arts Standards. The kiln will be used for instructional purposes, increase student access to high quality arts education, and support program sustainability.

RATIONALE: The purchase of a ceramic kiln for Tracy High School is necessary to fully implement the school’s standards-aligned visual arts ceramics curriculum and to provide students with equitable access to hands-on arts instruction. This is an allowable expenditure under Ed Code Section 8820, as it constitutes instructional equipment used exclusively for arts education.

FUNDING: The purchase of a kiln from Clay Planet for Tracy High School will be funded by LEA’s Prop 28, 23/24 Waiver Funds not to exceed \$12,000.

RECOMMENDATION: Approve the Purchase of a Kiln from Clay Planet for Tracy High School using LEA’s 23/24 Prop 28 (The Arts and Music n Schools) (AMS) Waiver Funding.

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

Clay Planet

1775 Russell Ave.
Santa Clara, CA 95054

Quote

Date Quote #
1/21/2026 260103

Name / Address

Tracy Unified School District
Accounts Payable
1875 West Lowell Ave
Tracy, CA 95376

Ship To

Tracy High School
Joy Cornish-Bowden
315 E 11th Street
Tracy CA 95376

Customer Phone Customer Fax Terms Quote Expires Shipping
(209) 830-3360 Net 30 4/5/2023 our truck

<u>Qty</u>	<u>Item</u>	<u>Description</u>	<u>Sales Price</u>	<u>Total</u>
1	KM-1227-3	KM-1227-3 Ceramic Kiln, With Kilnmaster controller, 3' Wall - 208 VAC, 3 Phase, - DRILLED FOR ENVIROVENT II	5,185.00	5,185.00T
1	EnviroVent II	EnviroVent II, Skutt Kilns (all), Kit	701.25	701.25T
2	Furniture Kit	Skutt Furniture Kit, 8 half shelves, 6 posts 1"- 6"	909.50	1,819.00T
6	RF308T	POST 1-1/2" TRIANGLE X 8" TALL	7.06	42.36T
6	RF310T	POST 1-1/2" TRIANGLE X 10" TALL	8.72	52.32T
1	Legend	Skutt Legend Potter's Wheel	2,095.00	2,095.00T
1	PWSEAT	PACIFICA SEAT ASSEMBLY	399.00	399.00T
3	Bat Pins	Set of 2 Bat Pins	3.50	10.50T
1	XSTBL-10179	Bat Lifter	6.50	6.50T
1	Dirty Girl Tools	DG Bat Pin Wrench Dirty Girl Tool	17.95	17.95T
5	12MX375	12" x 3/8" Round Medex Bat	9.40	47.00T
1	Curbside Delivery	Kiln Delivery - Set on stand	175.00	175.00T

Customer Signature

Subtotal \$10,550.88
Sales Tax (8.25%) \$870.45
Total \$11,421.33

Phone # 408-295-3352 Fax # 408-295-8717 Accounting@clay-planet.com www.clay-planet.com



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 21, 2026
SUBJECT: **Approve the Purchase of Wenger Student Chairs from Main Street Music for Tracy High School using LEA’s 23/24 Prop. 28 (The Arts and Music in Schools) (AMS) Waiver Funding**

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

Tracy High School’s music program requires updated student seating to support instructional quality, student safety, and program growth. Wenger student chairs are industry-standard furnishings designed specifically for music education settings and align with the program needs.

RATIONALE: Approval of the purchase of Wenger student chairs from Main Street Music is necessary to support and enhance the quality, safety, and effectiveness of the school’s music education program. Wenger student chairs are specifically designed for music education settings and provide proper posture, support, durability, and flexibility for various instrumental ensembles.

FUNDING: The purchase of instruments will be funded by LEA’s Prop 28, 23/24 Waiver Funds not to exceed \$25,000.

RECOMMENDATION: Approve the Purchase of Wenger Student Chairs from Main Street Music for Tracy High School using LEA’s 23/24 Prop. 28 (The Arts and Music in Schools) (AMS) Waiver Funding.

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

Main Street Music

45 W. 10th Street
Tracy CA 95376

(209) 835-1125

PROPOSAL

PROPOSAL	DATE
773722	01/14/2026 5:44p
ACCT	EMPL ID
669	JAKE
PO	EXPIRES
	02/13/2026

Bill To: Attn: RENNER TOM
Tracy Joint Union High School
315 East 11th Street
Tracy CA 95376

H(209)830-3360
C(209)830-3361

QTY	SKU#	DESCRIPTION	PRICE EA	TOTAL
200	0937121	Wenger student Chairs Black frame	94.00	18800.00
8	127A261	Chair and Move Cart (Wenger)	515.00	4120.00

	SUBTOTAL	22920.00
	Sales Tax	1890.90
	TOTAL	24810.90



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Zachary Boswell, Associate Superintendent for Educational Services
DATE: January 29, 2026
SUBJECT: **Approve Dual Enrollment and College Early Start Courses to Begin during 2026-2027 School Year**

BACKGROUND: California Education Codes 48800, 76004, and 51225.3 govern the ability of high school students to enroll in college coursework while still enrolled in high school. Under these provisions, local educational agencies may accept approved college courses for high school credit toward graduation requirements.

Tracy Unified School District has been working collaboratively with San Joaquin Delta College, the District's designated Primary Community College, as Tracy Unified falls within Delta College's official service area. This collaboration has focused on developing an appropriate list of college courses that may be approved for both high school and college credit.

At this time, students would enroll in these courses independently outside of the regular school day through a model commonly referred to as College Early Start. In the future, should a College and Career Access Pathway (CCAP) agreement be established between Tracy Unified and Delta College, students could be permitted to enroll in eligible courses during the school day for dual enrollment purposes. Any CCAP agreement would require separate approval and the appropriate collective bargaining agreements with both Tracy Unified and Delta College bargaining units.

The current request is limited to approval of the proposed list of Delta College courses that Tracy Unified will accept for high school credit, independent of any CCAP agreement, beginning with the 2026-2027 school year. The list of courses to be approved is below:

- ENGL C1000 – Critical Thinking and Writing – CSU/UC General Education Area 1A – High School Junior level English credit
- ENGL 1B – College Composition and Literature – CSU/UC General Education Area 1B – High School Senior level English credit
- COMM C1000 – Introduction to Public Speaking – CSU/UC General Education Area 1C – High School Elective credit

- ART 3 – Art Appreciation – CSU/UC General Education Area 3A – High School Elective or Fine Arts credit
- HIST 2B – World History Since 1600 – CSU/UC General Education Area 3B - High School World History credit
- HIST 17A – History of the United States – CSU/UC General Education Area 3B – High School U.S. History credit
- ECON 5 – Principle of Macroeconomics – CSU/UC General Education Area 4 – High School Economics credit
- POLS C1000 – American Government and Politics – CSU/UC General Education Area 4 – High School Government credit
- PSYCH C1000 – Introduction to Psychology – CSU/UC General Education Area 4 – High School Elective credit
- Foreign Language Courses – CSU/UC Language other than English (LOTE) - High School Modern Language Credit

RATIONALE: Offering dual enrollment through a partnership with San Joaquin Delta College supports the district’s goal to strengthen college and career pathways for high school students by allowing them to earn college credit while still in high school, improving college readiness and accelerating progress toward postsecondary goals. Research shows that high school students who participate in dual enrollment are more likely to graduate from high school, enroll in college, and complete college degrees than comparable peers who do not participate.

FUNDING: There is no funding necessary to approve these courses.

RECOMMENDATION: Approve Dual Enrollment and College Early Start Courses to Begin During 2026-2027 School Year

Prepared by: Zachary Boswell, Associate Superintendent for Educational Services

Dual Enrollment Courses
for Credit
Updated 1/29/26

ENGL 1B - College Composition and Literature [REDACTED]

Units: 3

Prerequisites: ENGL C1000 Academic Reading and Writing or ENGL C1000E Academic Reading and Writing Embedded Support with a minimum grade of "C". This course is designed to help the transfer student develop their critical thinking skills and read and write with college-level sophistication through writing analytical essays based on reading and discussing a culturally diverse literature. The analysis of literature through discussion and through writing is designed to develop the student's critical thinking skills as well as to increase their ways of understanding and interpreting the world. (UC, CSU, HBCU, C-ID ENGL 120)

ENGL C1000 - Academic Reading and Writing [REDACTED]

Units: 3

Prerequisites: ESL 59 with a minimum grade of "C" or placement as determined by the college's multiple measures assessment process or cumulative high school GPA 2.6 or higher. In this course, students receive instruction in academic reading and writing, including writing processes, effective use of language, analytical thinking, and the foundations of academic research. **Formerly ENG 1A.** Since ENGL C1000 and ENGL C1000E are equivalent courses, credit may be awarded for either ENGL C1000 or ENGL C1000E but not both. (UC, CSU, C-ID ENGL 100)

HIST 2B - World History Since 1600 [REDACTED]

Units: 3

Prerequisites: None. Advisories: ENGL C1000 or ENGL C1000E with a grade of "C" or better. This course is a survey of world societies since 1600, with special emphasis on the dynamic interaction and comparison of peoples and cultures. Focus is placed on tracing concurrent political, social, cultural, economic, and religious developments. The course examines the key elements of various cultures and their legacy for the global community today. (UC, CSU, C-ID HIST 160)

HIST 17A - History of the United States [REDACTED]

Units: 3

Prerequisites: None. Advisories: ENGL C1000 or ENGL C1000E with a minimum grade of "C". This course is a survey of United States history from its pre-colonial beginnings through the Civil War and Reconstruction. The course covers significant persons, events, and issues from our nation's past. Covered topics include all geographical regions ultimately encompassed by the United States, initial cultural contact, European settlements, racial, class, religious, and gender conflicts, immigration, the development of

Dual Enrollment Courses
for Credit
Updated 1/29/26

a national identity and American institutions, as well as sectionalism and trans-continental expansion. This course fulfills the Delta College American Institutions (Area 4) requirement for the associate degree general education pattern. It can be applied toward the Social, Political, and Economic Institutions requirement (Area D) in the CSU general education pattern as well as the American Institutions graduation requirement. (HBCU, UC, CSU, C-ID HIST 130)

POLS C1000 - American Government/Politics [REDACTED]

Units: 3

Prerequisites: None. Advisories: ENGL C1000 or C1000E with a minimum grade of "C".

This course is an introduction to government and politics in the United States and California. Students examine the constitutions, structure, and operation of governing institutions, civil liberties and civil rights, political behaviors, political issues, and public policy using political science theory and methodology. Formerly POLSC 1. Since POLS C1000 and POLS C1000H are equivalent courses, credit may be awarded for either POLS C1000 or POLS C1000H but not both. (UC, CSU, C-ID POLS 110)

ECON 5 - Principles of Macroeconomics [REDACTED]

Units: 3

Prerequisites: Successful completion of Beginning Algebra or appropriate placement as determined by the college's multiple measures assessment process. Advisories: Successful completion of Intermediate Algebra or appropriate placement as determined by the college's multiple measures assessment process and ENGL C1000 or ENGL C1000E with a minimum grade of "C". This is an introductory course focusing on aggregate economic analysis. Topics include: market systems, aggregate measures of economic activity, macroeconomic equilibrium, money and financial institutions, monetary and fiscal policy, international economics, and economic growth. (HBCU, UC, CSU, C-ID ECON 202)

ART 3 - Art Appreciation [REDACTED]

Units: 3

General Education: Delta Area 3; Cal-GETC Area 3A

Prerequisites: None. This course provides the non-art major a general introduction to art that offers a look at works of art through the study of theory, terminology, themes, design principles, media, techniques, with an introduction to the visual arts across time and diverse cultures. This is not a studio art class. (HBCU, UC, CSU, C-ID ARTH 100)

Dual Enrollment Courses
for Credit
Updated 1/29/26

COMM C1000 - Intro to Public Speaking

Units: 3

General Education: Delta Area 1B; Cal-GETC Area 1C

Prerequisites: None. In this course, students learn and apply foundational rhetorical theories and techniques of public speaking in a multicultural democratic society. Students discover, develop, and critically analyze ideas in public discourse through research, reasoning, organization, composition, delivery to a live audience and evaluation of various types of speeches, including informative and persuasive speeches. Formerly COM ST 1A. (UC, CSU, C-ID COMM 110)

PSYC C1000 - Intro to Psychology

Units: 3

General Education: Delta Area 4; Cal-GETC Area 4

This course is an introduction to psychology, which is the study of the mind and behavior. Students focus on theories and concepts of biological, cognitive, developmental, environmental, social, and cultural influences; their applications; and their research foundations. Formerly PSYCH 1. (UC, CSU, C-ID PSY 110)

Pathway Options

1. Interdisciplinary Studies
 - a. Mathematics and Science Option (AS) (60)
 - b. Arts, Humanities, and Social Sciences (AA) (60)
2. Degree Unit Breakdown
 - a. AA/AS - 18 units
 - b. Area of Emphasis – 18 units

TOTAL = 36 units (Degree only)

3. General Education
 - a. SJDC GE Pattern – 27 units (+ 36 = 63 units)
 - b. CAL-GETC GE Pattern – 34 units (+ 36 = 60 units)

TOTAL = 63 units (Degree only) / 60 units (GE Pattern)



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 22, 2026
SUBJECT: **Approve Agreement for Contract Services between the City of Tracy and Tracy Unified for DARE Supplies**

BACKGROUND: The Tracy Unified School District (TUSD) has worked with the City of Tracy Police Department for many years. The DARE Program has been an integral part of TUSD's services provided to students.

RATIONALE: Tracy Unified School District's Goal #2 focuses on creating and maintaining safe, supportive, and well-supervised school campuses. Having a contract with School Resource Officers (SROs) and Tracy Police Department for the DARE program directly supports this goal by strengthening prevention, protection, and response systems across school sites. The DARE program is that it supports student safety, wellness, and positive decision-making by teaching young people the skills they need to resist drugs, violence, and other risky behaviors. D.A.R.E. focuses on building confidence, self-control, communication, and problem-solving, which helps students handle peer pressure and make healthy choices in and out of school. The program also strengthens relationships between students, families, schools, and local law enforcement by creating a shared message about safety and responsibility. By teaching prevention early, D.A.R.E. helps schools create a more supportive, respectful, and safe learning environment where students can focus on learning and growing.

FUNDING: The total cost for City of Tracy DARE supplies contracts will not exceed \$15,000. Services will be paid with Unrestricted General Funds.

RECOMMENDATION: Approve Agreement for Contract Services between the City of Tracy and Tracy Unified for DARE Supplies.

Prepared by: Jason Noll, Director of Students Services.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TRACY AND TRACY UNIFIED SCHOOL DISTRICT FOR
THE FUNDING OF SUPPLIES FOR THE DRUG ABUSE RESISTANCE EDUCATION
PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 22 day of January, 2026, by and between the CITY OF TRACY (“City”) on behalf of its TRACY POLICE DEPARTMENT (“TPD”) and the TRACY UNIFIED SCHOOL DISTRICT (“District”). The City and the District may be collectively referred to as “Parties.”

RECITALS

WHEREAS, the City recognizes the benefit that providing education to youth on the perils of drug and alcohol abuse offers to the residents of the City of Tracy; and

WHEREAS, the City and the District each recognize that the City is in a much better position to provide such education to youth attending classes within the City of Tracy; and

WHEREAS, in the past, the City has provided financial assistance to the District to provide funding to teach the Drug Abuse Resistance Education program to various students in the District and within the City limits; and

WHEREAS, the City now will be responsible for the Drug Abuse Resistance Education program with the District providing financial assistance each school year to pay for supplies; and

WHEREAS, the City and the District now wish to enter into an agreement setting forth the terms under which the District can provide financial assistance for such education and the City can provide such education for the fiscal year 2025-2026.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. FUNDING OF SUPPLIES FOR THE DRUG ABUSE RESISTANCE EDUCATION PROGRAM

- I. **Responsibilities:** It is agreed by and between the parties hereto that each party have the following responsibilities, unless otherwise noted:
 - A. **The City shall:** at the completion of each completed session of DARE services, submit invoices to the District describing the supplies purchased.
 - B. **District Shall:**(1) allow TPD personnel access to fifth-grade classrooms at schools located in the District for the purposes of providing DARE services; and (2) at the beginning of each school year, pay the City \$15,000 to be used for DARE supplies, T-Shirts, and Graduation Expenses. Within thirty days after the District’s receipt of invoice, District shall pay the City based upon the services described on the invoice and approved by the District.

SECTION 2. OTHER TERMS OF AGREEMENT

1. **Initial Term and Renewal/ Termination:** The initial term for this MOU is for one year beginning on the date on which this MOU is fully executed and approved by the Parties. This MOU shall automatically renew for an additional one-year term at the end of the initial term, and shall renew for additional one-year terms each thereafter, unless and until terminated by either Party. Either Party may terminate this MOU at any time with a thirty (30) days advance written notice of termination signed by an authorized representative to the other Party.
2. **Notices:** Any notice, request, approval, or communication to be provided under this MOU shall be in writing and provided by personal service or a form of express mail or service and addressed to:

If to TPD:
Attention: Chief of Police
Tracy Police Department
1000 Civic Center Dr.,
Tracy, CA 95376

If to District:
Attention: Superintendent
Tracy Unified School District
1875 W Lowell Ave
Tracy, CA 95376

Any entity listed above may change its address for receipt of notices, requests, approvals or other communications by providing written notice of the same and new mailing service address to the other entities listed above.

3. **Indemnification:** The Parties agree to indemnify, defend, and hold harmless the other party and its respective board members or council members, agents, officers, and employees from and against any and all claims, demands, lawsuits, or other proceedings, bodily injury, property damages, personal injury, and other liabilities and damages, including attorney's fees and costs, arising out of the indemnifying party's alleged or actual omission, act or negligence in the performance or failure to perform its obligations under this MOU. The indemnity, defense, and hold harmless obligation herein set forth shall survive the termination of this MOU for any alleged or actual omission, act, or negligence in the performance or failure to perform its obligations under this MOU that occurred during the term of this MOU. Each party shall promptly notify the other party of any claim, action, or proceeding and will cooperate fully in the defense.
4. **Insurance:** The Parties shall insure or self-insure as a matter of normal business practice, throughout the term of this MOU in at least the minimum amounts necessary and sufficient to meet reasonable risks. Any party, upon request of the other party, shall forward documentation to the requesting party that demonstrates to the requesting party's satisfaction that they self-insure as a matter of normal business practice before commencing with the services provided hereunder. Either party will accept reasonable proof of self-insurance provided by the other party.

5. **Severability:** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOU shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or section of this MOU which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties.
6. **Entire Agreement:** This MOU represents the entire integrated agreement between the Parties as to its subject. Neither this MOU nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by all of the Parties to this MOU.
7. **Authority of Executing Officer or Party:** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Memorandum and to bind the Party on whose behalf the signer executes this MOU.
8. **Enforcement:** This MOU is made and entered into in the State of California and shall be governed, interpreted and enforced under the laws of the State of California. The Parties agree that jurisdiction and venue of any action involving the validity, interpretation, or enforcement of this MOU or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court within the San Joaquin County.
9. **Signatures:** This MOU may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument. Using a City-approved method, this MOU may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this MOU will be construed as the Parties' consent to do business electronically.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives on the date indicated below.

City of Tracy

By: Miguel Contreras
Title: Bureau of Special Operations, Captain
Date: _____

By: Sekou Millington
Title: Chief of Police
Date: _____

By: Midori Lichtwardt
Title: City Manager
Date: _____

Attest:

April Quintanilla, City Clerk

Approved as to form:

L. David Nefouse, City Attorney

Tracy Unified School District

By: Robert Pecot, Ed.D.
Title: Superintendent
Date: _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 26, 2026
SUBJECT: **Approve Overnight Travel for Merrill F. West High School Track and Field Team and Advisors to Attend the CIF State Championships at Buchanan High School, in Clovis, CA on May 28-30, 2026**

BACKGROUND: The West High School Track and Field Team would like to participate in the Track & Field Championships. The trip would consist of approximately 8 students and 3 Advisors to attend at Buchanan High School in Clovis, CA. The team will travel by district vans driven by TUSD approved drivers. The team will stay a 2-day overnight at Sonesta ES Suites in Fresno, CA. The team will be chaperoned by Coach TJ Williams and assistant coaches throughout the duration of the trip.

RATIONALE: The opportunity to participate in the CIF State Championships, which will provide the students with the importance of teamwork and a chance to compete at the highest level. With the possibility to achieve a collegiate athletic scholarship. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: West High's ASB will pay for hotel costs, lunches and transportation with District vans to be driven by the TUSD approved drivers in the maximum amount of \$4,144.00. HFA will pay for miscellaneous amounts of \$250.00. Total cost of the trip is \$4,394.00.

RECOMMENDATION: Approve Overnight Travel for Merrill F. West High School Track and Field Team and Advisors to Attend the CIF State Championships at Buchanan High School, in Clovis, CA on May 28-30, 2026.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 27, 2026
SUBJECT: **Approve Overnight Travel for the West High Track Team and Coaches to Attend the Track Invitational in Pasadena, Ca. April 9-12, 2026**

BACKGROUND: The Track Invitational is the Nation's Premier High School Track and Field meet. This is held every year for qualified student athletes from around the Nation. The West High track team consists of 35 students and 5 advisors attending the Arcadia Invitational held in Pasadena, CA. The athletes invited to participate will be recognized in their sport on a national level and compete against the best of the best.

RATIONALE: The student athletes will be exposed to college coaches and have opportunity to receive athletic and scholastic scholarships. It is the culmination of a season of hard work. The team will leave West High April 9th after school in district vans to compete on April 9th - 12th. The team will stay at the Embassy Suites in Arcadia. Students will have opportunity to complete any homework assigned by their teachers during the trip. This aligns with Strategic Goal #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Lodging, Transportation, Lunches and Miscellaneous costs will total approximately \$11,250.00 to be paid by the West High HFA Wrestling account. Students will pay for their own meals during their stay in Arcadia.

RECOMMENDATION: Approve Overnight Travel for the West High Track Team and Coaches to Attend the Track Invitational in Pasadena, Ca. April 9-12, 2026.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jaliq, Associate Superintendent of Human Resources
DATE: January 28, 2026
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Maslyar, William Principal	KHS	06/17/2026	Retirement

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Perez, Sandra Teacher	SWP	05/29/2026	Retirement
Peterson, Lorraine Teacher	TISCS	06/30/2026	Retirement

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Alexandre, Jeffrey Teacher	THS	06/01/2026	Personal

BACKGROUND:NAME/TITLESITE**CLASSIFIED RETIREMENTS**EFFECTIVE
DATEREASONCrooks, Nina
School Supervision Assistant

PCES

5/29/2026

Retirement

BACKGROUND:NAME/TITLESITE**CLASSIFIED RESIGNATION**EFFECTIVE
DATEREASONAguilera, Yessica
IEP Para Educator I

VES

01/23/202

Personal

Bartholdi, Natalie
Para Ed. Therapeutic Behavior

Districtwide

01/21/2026

Accepted Position

Brown, Dyan
Para Ed. Therapeutic Behavior

Districtwide

01/21/2026

Accepted Position

Conkey, Gigi
Food Service Worker

KHS

1/22/2026

Accepted Position

Gallardo, Brigitte
School Supervision Assistant

BES

2/1/2026

Accepted Position

Guerrero, Alejandro
Purchasing SpecialistDec
Business Services

01/14/2026

Accepted Position

Hernandez Preciado, Elizabeth
IEP Para Educator

BES

01/25/2026

Accepted Position

Marquez, Maria
SPED Para Community Based Education

TISCS

01/20/2026

Accepted Position

Munoz De Floriano, Lilia
School Supervision Assistant

CES

2/1/2026

Accepted Position

Ruiz Rocha, Thamara
Parent Liaison

AFES/MES

01/21/2026

Accepted Position

Vazquez, Janet
Para Educator I

VES

1/25/2026

Accepted Position

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

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



HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: January 28, 2026
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Bartholdi, Natalie

Brown, Dyan

Ruiz Rocha, Thamara

CERTIFICATED

Villalovoz Elementary School
SDC K-1 Mild/Moderate (Replacement)
Class I, Step "A" 1 – \$28,617.00
Fund: Special Education

McKinley Elementary School
SDC 2-3 Mild/Moderate (Replacement)
Class I, Step "A" 1 – \$28,617.00
Fund: Special Education

Art Freiler Elementary School
RSP TK-8 (New)
Class I, Step "A" 1 – \$28,617.00
Fund: Special Education

BACKGROUND:

Allosa, Sara Jane

Conkey, Gigi

CLASSIFIED

Health Technician/LVN (New)
Health Services
Range 50, Step E - \$42.68 per hour
Fund: Special Education

Food Service Worker (New)
Art Freiler School
Range 25, Step E, - \$23.74 per hour
Fund: Child Nutrition – School Program

Gallardo, Brigitte	Bus Aide (New) Special Education Range 24, Step C - \$21.15 per hour Fund: Special Education
Guerrero, Alejandro	Budget Technician (New) Finance LMH, Range 13, Step B - \$36.65 per hour Fund: General
Marquez, Maria	Special Education Para Educator – Community Driver (New) Tracy School/TYAP Range 37, Step D - \$29.98 per hour Fund: Special Education
Munoz De Floriano, Lilia	Food Service Worker (New) Jacobson Elementary School Range 25, Step E \$23.74 per hour Fund: Child Nutrition – School Program
Hernandez Preciado, Elizabeth	Special Education Para Educator (Replacement) Bohn School Range 30, Step D - \$25.47 per hour Fund: IDEA
Vazquez, Janet	Para Educator I (New) George Kelly School Range 24, Step E - \$23.19 per hour Fund: General

BACKGROUND:

COACHES

Calvillo, Alejandro	Boys' Tennis West High School \$5,024.89
Casados, Emma	Frosh Softball West High School \$5,024.89
Dyrda, Courtney	Frosh Softball Tracy High School \$5,024.892
Ervin, Ciara	Varsity Softball West High School \$7,537.34

Farfan, David	Varsity Baseball West High School \$7,537.34
Gomez-Zavala, Joshua	E-Sports Head Tracy High School \$5,024.89
Nunn, Michael	Track & Field Assistant Kimball High School \$6,032.60
Peltz, David	JV Baseball West High School \$6,032.60
Pombo, Richard	Varsity Baseball Kimball High School \$7,537.34
Sanchez, Julie	Boys' Varsity Volleyball Kimball High School \$7,537.34
Shelton-Zaragoza	Track & Field Assistant Tracy High School \$6,032.60
Tango, Travis	Track & Field Assistant Kimball High School \$6,032.60
Villafuerte, Ralph	Frosh Baseball Kimball High School \$5,024.89
Williams, Warren	Track & Field Assistant West High School \$6,032.60

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

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



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Robert Pecot, Superintendent
DATE: February 2, 2026
SUBJECT: **Cast Ballot for CSBA 2026 Delegate Assembly Election**

BACKGROUND: There are three (3) vacancies to be filled in Subregion 8-A.

RATIONALE: The official ballot for Subregion 8-A has been received for the CSBA Delegate Assembly election. Each board submits one ballot. Each Board may vote for up to three candidates. A biographical sketch form for each candidate is enclosed. The ballot for subregion 8-A also allows spaces for write-in candidates. The positions will be filled by the candidates receiving the highest number of votes. The candidates are:

___ Pete Carlson (Jefferson Elementary SD)

___ Victoria Lendermna (Lodi USD)

___ Kate Powell (Escalon USD)

___ Marla Sousa Livengood (Linden USD)

FUNDING: N/A.

RECOMMENDATION: Cast Ballot for CSBA 2026 Delegate Assembly Election.

Prepared by: Dr. Robert Pecot, Superintendent.

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **MONDAY, MARCH 16, 2026**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2026 DELEGATE ASSEMBLY BALLOT
SUBREGION 8-A
(San Joaquin County)
Number of seats: 3 (Vote for no more than 3 candidates)

Delegates will serve two-year terms beginning April 1, 2026 - March 31, 2028

**denotes incumbent*

Pete Carlson (Jefferson Elementary SD)

Victoria Lendermna (Lodi USD)

Kate Powell (EscalonUSD)*

Marla Sousa Livengood (Linden USD)*

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

See reverse side for list of all current Delegates in your Region.

REGION 8 – 13 Delegates (12 elected/1 appointed0)

Director: Christopher "Kit" Oase (Ripon USD)

Below is a list of all elected or appointed Delegates from this Region.

Subregion 8-A (San Joaquin)

Sandra Chan (Lincoln USD), 2027
Susan Macfarlane (Lodi USD), 2027
David Pombo (Lammersville USD), 2026
Kate Powell (Escalon USD), 2026
Marla Sousa Livengood (Linden USD), 2026
Kennetha Stevens (Stockton USD)*, 2026

Subregion 8-B (Amador, Calaveras, Tuolumne)

Nicolas Valente (Bret Harte Union HSD), 2027

Subregion 8-C (Stanislaus)

Mary Jackson (Turlock USD), 2027
Lourdes Perez (Ceres USD), 2026
Ray Prock Jr. (Denair USD), 2027

Subregion 8-D (Merced)

Zachery David Ramos (Gustine USD), 2026
Mary Worthington (Delhi USD), 2027

Region 8 County

Steven Treat (Tuolumne COE), 2026

Counties

Amador (Subregion B)
San Joaquin (Subregion A)
Calaveras (Subregion B)
Tuolumne (Subregion B)
Stanislaus (Subregion C)
Merced (Subregion D)

View results

Respondent

51

Anonymous

33:25

Time to complete

1. I have been... *

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Yes

3. Full name *

4. Region/subregion *

8A



5. Name of District or COE *

Jefferson Elementary School District

6. Years on board *

29

7. Profession

Retired Law Enforcement

8. Contact number *

209-992-6211

9. Primary email address *

pcarlson@jsdtracy.com

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I am an experienced school board leader and public service executive with nearly three decades of continuous governance experience. I have a proven record of board leadership, policy development, fiscal oversight and superintendent collaboration. I bring a strong business management foundation, executive leadership training and experience overseeing complex organizations, budgets, and personnel.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I have been board president seven times in my tenure as a trustee. I served as the first president of the Tracy Police Activities League (PAL) from 2018-2020. I am the current chairman of the Roger Traina Memorial Golf Tournament which provides scholarship and school activity funding for Tracy High School and the Jefferson School District. I coached girl's softball and boy's little league baseball for fourteen years. I served as the "Cubmaster" for Cub Scout pack 525 in Tracy for two years.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

The biggest overarching challenge for local school boards today is managing the interplay between governance complexity, community relations, political polarization, fiscal constraints and policy compliance all while staying focused on student outcomes. CSBA plays a critical role by building board capacity, advocating for supportive state policies and defending local governance rights and providing strategic guidance to help boards navigate these pressures more effectively.

View results

Respondent

112

Anonymous

30:10

Time to complete

1. I have been... *

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Victoria Lenderman

3. Full name *

Victoria Lenderman

4. Region/subregion *

8A



5. Name of District or COE *

Lodi unified school district

6. Years on board *

1

7. Profession

Quality Engineering Manager(Medical Devices)/SpEd Parent

8. Contact number *

2092946800

9. Primary email address *

Vlenderman@lodiUSD.net

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I am interested in becoming a Delegate because I believe that strong, student-centered governance depends on collaboration, clear communication, and a deep commitment to equity. Serving in this role would allow me to advocate for my district while also contributing to statewide policies that support high-quality public education for all students.

I bring the perspective of a Special Education parent who has experienced both the strengths and the gaps in our systems. This experience grounds my commitment to inclusive practices, transparent communication with families, and thoughtful policy decisions that ensure every student receives the support they need to thrive.

My professional background as a quality engineering manager has shaped my approach to governance. I am skilled in systems thinking, continuous improvement, data-driven decision-making, and building processes that are both rigorous and compassionate. I know how to translate complex information into clear, actionable steps and how to facilitate collaboration across diverse teams.

As a school board member, I have applied these skills to curriculum development, assessment design, and districtwide improvement efforts. I work to build consensus, elevate diverse perspectives, and ensure that decisions remain focused on what is best for students.

As a Delegate, I would bring a steady and solutions-oriented voice that blends lived experience, technical expertise, and a deep belief in the potential of public education. My goal is to strengthen governance practices statewide and advance policies that create safe, inclusive, and high-quality schools for all California students.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

My work on the school board reflects a deep commitment to effective governance, continuous improvement, and meaningful engagement with our schools and community. I have completed CSBA's MIG Training and the Fundamentals course, which strengthened my understanding of governance systems, board responsibilities, and the policy frameworks that guide our work. These trainings have helped me approach board service with clarity, discipline, and a strong focus on student outcomes.

Within my district, I serve on four key subcommittees: the Policy Review Standing Subcommittee, the Stockton 2x2, the Long Range Planning Committee, and the Financial Audit Committee. Through these roles, I help shape policy, support intergovernmental collaboration, contribute to long-term strategic planning, and ensure fiscal transparency and accountability. Each committee allows me to engage with different dimensions of district operations and to advocate for decisions that align with our mission and values.

I also make it a priority to conduct GEMBA walks at our school sites. Visiting classrooms, observing instruction, and listening directly to students, educators, and staff gives me a grounded understanding of their needs. These visits help me connect board-level decisions to real experiences in our schools and ensure that my governance work remains student-centered and informed by authentic insight.

Beyond board responsibilities, I remain actively engaged in the community by building relationships with families, educators, and local partners who share a commitment to improving public education. My involvement with CSBA further supports this work by connecting me with statewide perspectives, best practices, and policy discussions that strengthen my ability to serve effectively.

Overall, my activities reflect a consistent focus on thoughtful governance, transparent communication, and continuous improvement in service of all students.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

One of the biggest challenges facing governing boards today is navigating increasingly complex and polarized environments while still maintaining a clear focus on student outcomes. Boards are expected to make high-stakes decisions about instruction, safety, facilities, staffing, and fiscal stability, all while responding to community pressures, evolving state requirements, and the diverse needs of students and families. This complexity can make it difficult for boards to stay aligned, communicate effectively, and operate as cohesive governance teams.

CSBA can play a critical role in addressing this challenge by continuing to provide high-quality training, governance tools, and policy guidance that strengthen board capacity. CSBA's support helps trustees build shared understanding, develop consistent governance practices, and stay grounded in research-based strategies that prioritize student learning. CSBA can also help boards by offering resources that improve communication with communities, clarify roles and responsibilities, and promote data-driven decision-making. By creating opportunities for collaboration across districts, CSBA enables trustees to learn from one another and approach challenges with a broader, statewide perspective.

With strong support from CSBA, governing boards can navigate complexity with confidence, maintain unity of purpose, and make decisions that truly serve students.

View results

Respondent

47

Anonymous

14:00

Time to complete

1. I have been... *

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Yes Kate Powell

3. Full name *

4. Region/subregion *

8A



5. Name of District or COE *

Escalon Unified School District

6. Years on board *

11

7. Profession

No answer provided.

8. Contact number *

2094800159

9. Primary email address *

Kpowell@escalonusd.org

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I have been a delegate for 4 years now. I enjoy being involved with governance and want to continue keeping education at the forefront in California.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I am the current board President, I have been on the school board for 11 years. I run the Ag Boosters and I am the 4-H Club Leader. I have attended coast to coast, AEC for the past 11 years, completed Masters in Governance. Attended call to action days.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

The restrictions on money and how we can spend them is really hard to make the best decisions for our district. Also it's a challenge for smaller districts who can't pass a bond to keep education at the forefront of meeting when we have older infrastructure to be fixing and upgrading on. We should not have to be worrying about how to repair roofs, when we are a public school who should be focused on classroom learning. The cost is outrageous!

View results

Respondent

7

Anonymous

87:00

Time to complete

1. I have been... *

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Marla Sousa Livengood

3. Full name *

Marla Livengood

4. Region/subregion *

8A



5. Name of District or COE *

Linden USD

6. Years on board *

4

7. Profession

Public Affairs Manager

8. Contact number *

209-747-3734

9. Primary email address *

marlarenesousa@hotmail.com

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

Why a Delegate: I want to continue serving as a delegate because we can improve education for all children by working together. CSBA provides an excellent opportunity for collaboration.

Skills: As a public policy professional, I know how to navigate the legislative and regulatory processes at the local, state and federal levels. I have shepherd legislation into law and I have worked to implement policy locally.

Experiences: As a mother of three, on a daily basis I see the strengths and weaknesses of our schools. I see the needs of students who struggle and the needs of those who excel.

Additionally, as someone who is dyslexic, I know the importance of dedicated teachers—and the difference they make.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

In 2021, I became a Trustee to the Linden Unified Board of Education which educates 2,300 students across four elementary schools, one high school and one continuation school.

In 2024, I became a Board Member to the Bread of Life (BOL). The nonprofit helps families and children who are struggling with food insecurity.

I have been a member of the Junior League of San Joaquin County since 2011; I have served on the Board and as a Delegate to the Junior Leagues of California State Public Affairs Committee.

In addition, I was appointed to the County Aviation Advisory Committee where I offered my expertise to the Stockton Metropolitan Airport for over a decade.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

The biggest challenge is adequate school funding. The state needs to restructure the current system of funding schools. They also need to address the infrastructure deficits of older school districts who lack the ability to pass bonds or generate other revenue.



EDUCATION SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 22, 2026
SUBJECT: **Adopt Revised/New Board Policies and Acknowledge Administrative Regulations Impacted by AB 495 (First Reading)**

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and regulations as current laws and requirements change. Assembly Bill 495 requires districts to update their policies by March 1, 2026. In alignment with CSBA, changes to the Board Policies and Administrative Regulations listed below are necessary.

BP/AR	Required Change	Notes
BP 1445 Response to Immigration Enforcement	Adopt New BP 1445 and Abolish Existing BP 5145.13	This new policy replaces BP 5145.13
AR 1445 Response to Immigration Enforcement	Acknowledge New AR 1445 and Abolish Existing AR 5145.13	This new AR replaces AR 5145.13
BP 5125 Student Records	Adopt Revised BP 5125 Student Records	Deletions are marked with strike through, additions are marked in bold
AR 5125 Student Records	Acknowledge Revised AR 5125 Student Records	Deletions are marked with strike through, additions are marked in bold
BP 5125.1 Release of Directory Information	Adopt Revised BP 5125.1 Release of Directory Information	Deletions are marked with strike through, additions are marked in bold
AR 5125.1 Release of Directory Information	Acknowledge Revised AR 5125.1 Release of Directory Information	Deletions are marked with strike through, additions are marked in bold
Exhibit 5125.1 Release of Directory Information	Acknowledge New Exhibit 5125.1 Release of Directory Information	New exhibit, not previously board approved.

RECOMMENDATION: Adopt Revised/New Board Policies and Acknowledge Administrative Regulations Impacted by AB 495 (First Reading).

Prepared by: Jason Noll, Director of Student Services & Curriculum.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: December 22, 2025
SUBJECT: **Acknowledge Revised Administrative Regulation 1312 Uniform Complaint Procedures (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 Uniform Complaint Procedure updates provided by the California Department of Education, the District has revised our existing Administrative Regulation 1312.

RECOMMENDATION: Acknowledge Revised Administrative Regulation 1312 Uniform Complaint Procedures (First Reading).

Prepared by: Jason Noll, Director of Student Services & Curriculum.

UNIFORM COMPLAINT PROCEDURES (UCP)

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

(Complaints Concerning District Employees) (Complaints Concerning Instructional Materials) (Williams Uniform Complaint Procedures) (Nondiscrimination in Employment)

A UCP complaint is a written and signed statement alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation or bullying. A signature may be handwritten, typed (including in an email) or electronically generated. Some complaints may be filed anonymously. A UCP complaint filed on behalf of an individual student may only be filed by that student or that student's duly authorized representative.

A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation or bullying in programs and activities funded directly by the state or receiving any financial assistance from the state.

If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The Tracy Joint Unified School District developed the Uniform Complaint Procedures (UCP) process with policies and procedures adopted by the governing board or the authorized designee.

According to state and federal codes and regulations, the programs and activities that are subject to the UCP are:

- Accommodations for Pregnant and Parenting Pupils
- Adult Education Programs
- After School Education and Safety
- Agricultural Career Technical Education
- Career Technical and Technical Education and Career Technical and Technical Training Programs
- Child Care and Development Programs
- Compensatory Education
- Consolidated Categorical Aid Programs
- Course Periods without Educational Content
- Discrimination, harassment, intimidation, or bullying against any protected group as identified under California *Education Code (EC)* sections 200 and 220 and *Government Code* Section 11135, including any actual or perceived characteristic as

UNIFORM COMPLAINT PROCEDURES (UCP)

set forth in *Penal Code* Section 422.55, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by an educational institution, as defined in *EC* Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.

- Educational and graduation requirements for pupils in foster care, pupils who are homeless, pupils from military families, pupils formerly in Juvenile Court now enrolled in a school district, pupils who are migratory, and pupils participating in a newcomer program.
- Every Student Succeeds Act (ESSA)
- Instructional Materials and Curriculum: Diversity
- Local Control and Accountability Plans (LCAP)
- Migrant Child Education
- Physical Education Instructional Minutes
- Pupil Fees
- Reasonable Accommodations to a Lactating Pupil
- Regional Occupational Centers and Programs
- School Plans for Student Achievement
- School or athletic team names, mascots, or nicknames
- School Site Councils
- State Preschool
- State Preschool Health and Safety Issues in LEAs Exempt from Licensing
- And any other state or federal educational program the State Superintendent of Public Instruction (SSPI) or designee deems appropriate.

The following complaints shall be referred to the specified agencies for appropriate resolution and are not subject to the UCP complaint procedures set forth in this document:

- (a) Allegations of child abuse shall be referred to the applicable County Department of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.
- (b) Health and safety complaints regarding licensed facilities operating a Child Development Program shall be referred to DSS.
- (c) Employment discrimination complaints shall be sent to the State Department of Fair Employment and Housing (DFEH). The complainant shall be notified in writing in a timely manner of any DFEH transferal.

UNIFORM COMPLAINT PROCEDURES (UCP)**The Responsibilities of Tracy Joint Unified School District**

We shall have the primary responsibility to ensure compliance with applicable state and federal laws and regulations. We shall investigate and seek to resolve, in accordance with our approved UCP process, complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities we implement that are subject to the UCP.

The UCP Annual Notice

We disseminate on an annual basis the UCP Annual Notice which is a written notice of the our approved UCP complaint procedures to all of our students, employees, parents or guardians of its students, school and district advisory committee members, appropriate private school officials or representatives, and other interested parties.

This notice may be made available on our website and shall include the following:

- information regarding allegations about discrimination, harassment, intimidation, or bullying;
- the list of all federal and state programs within the scope of the UCP;
- the title of the position whose occupant is responsible for processing complaints, and the identity(ies) of the person(s) currently occupying that position, if known;
- a statement that the occupant responsible for processing complaints is knowledgeable about the laws and programs that they are assigned to investigate;
- a statement that in order to identify appropriate subjects of state preschool health and safety issues pursuant to Section 1596.7925 of the California *Health and Safety Code (HSC)* a notice, separate from the UCP Annual Notice, shall be posted in each California state preschool program classroom in each school in the local educational agency notifying parents, guardians, pupils, and teachers of (1) the health and safety requirements under Title 5 of the *California Code of Regulations (5 CCR)* apply to California state preschool programs pursuant to *HSC* Section 1596.7925, and (2) the location at which to obtain a form to file a complaint.

Filing UCP Complaints

All UCP complaints shall be filed no later than one year from the date the alleged violation occurred.

Complaints within the scope of the UCP are to be filed with the person responsible for processing complaints:

UNIFORM COMPLAINT PROCEDURES (UCP)

Jason Noll
Director of Student Services
Tracy Joint Unified School District
1875 W. Lowell Ave., Tracy, CA 95376
(209) 830-3200
jnoll@tUSD.net

Dr. Michael Bunch
Director of Continuous Improvement, State & Federal Programs
Tracy Joint Unified School District
1875 W. Lowell Ave., Tracy, CA 95376
(209) 830-3200
mbunch@tUSD.net

Dr. Zachary Boswell
Associate Superintendent for Education Services
Tracy Joint Unified School District
1875 W. Lowell Ave., Tracy, CA 95376
(209) 830-3200
zboswell@tUSD.net

A pupil fee includes a purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

A pupil fees complaint may be filed with the principal of a school or with our superintendent or their designee. A pupil fees complaint may be filed anonymously, that is, without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

For complaints relating to Local Control and Accountability Plans (LCAP), the date of the alleged violation is the date when the reviewing authority approves the LCAP or annual update that we adopted. An LCAP complaint may be filed anonymously, that is, without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

We advise complainants of the right to pursue civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may also be available to complainants.

Investigating UCP Complaints

The UCP complaint investigation is our administrative process for the purpose of gathering data regarding the complaint. We provide an opportunity for complainants and/or representatives to present evidence or information.

UNIFORM COMPLAINT PROCEDURES (UCP)

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by the Tracy Joint Unified School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

We ensure that complainants are protected from retaliation.

We investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group. Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

UCP Complaint Resolution

We will thoroughly investigate the UCP complaint and issue a written Investigation Report to the complainant within 60 calendar days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.

This Investigation Report will contain the following elements:

- the findings of fact based on the evidence gathered;
- a conclusion that provides a clear determination for each allegation as to whether we are in compliance with the relevant law;
- corrective actions if we find merit in a complaint:
 - for complaints regarding Pupil Fees; LCAP; Physical Education Instructional Minutes, or Course Periods without Educational Content, the remedy shall go to all affected pupils, parents, and guardians,
 - for all other complaints within the scope of the Uniform Complaint Procedures the remedy shall go to the affected pupil,
 - With respect to a Pupil Fees complaint, corrective actions shall include reasonable efforts to ensure full reimbursement to all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint;
- a notice of the complainant's right to appeal our Investigation Report to the Department of Education (CDE); and
- the procedures to be followed for initiating an appeal to the CDE.

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TUSD Revised: 09.12.17, 08.11.20, 06.25.22

UNIFORM COMPLAINT PROCEDURES (UCP)**UCP Complaint Appeal Process**

An appeal is a written and signed request by the complainant to the CDE seeking review of an LEA Investigation Report that was issued in response to a properly-filed complaint. A signature may be handwritten, typed (including in an email) or electronically-generated.

The complainant may appeal our Investigation Report of a UCP complaint to the CDE by filing a written appeal within 30 calendar days of the date. In order to request an appeal, the complainant must specify and explain the basis for the appeal, including at least one of the following:

- The Tracy Joint Unified School District failed to follow its complaint procedures, and/or
- the Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or
- the material findings of fact in the Investigation Report are not supported by substantial evidence, and/or
- the legal conclusion in the Investigation Report is inconsistent with the law, and/or
- in a case in which we were found in noncompliance, the corrective actions fail to provide a proper remedy.

The appeal shall be sent with: (1) a copy of the locally filed complaint; and (2) a copy of the LEA Investigation Report.

All complaints and responses are public records.

UCP Requirements Regarding State Preschool Health and Safety Issues Pursuant to *HSC* Section 1596.7925

To file a UCP complaint regarding a state preschool health and safety issue pursuant to *HSC* Section 1596.7925 the complainant must file with the preschool program administrator or their designee in Tracy Joint Unified School District.

A state preschool health and safety issues complaint about problems beyond the authority of the preschool program administrator shall be forwarded in a timely manner, but not to exceed 10 working days to our official for resolution.

A state preschool health and safety issues complaint may be filed anonymously. A complainant who identifies themselves is entitled to a response if they indicate that a response is requested. A complaint form shall include a space to mark to indicate whether a response is requested. If *EC* Section 48985 is otherwise applicable, the response, if requested, and our Investigation Report shall be written in English and the primary language in which the complaint was filed.

UNIFORM COMPLAINT PROCEDURES (UCP)

A complaint form for a state preschool health and safety issue shall specify the location for filing a complaint. A complainant may add as much text to explain the complaint as they wish.

When investigating a UCP state preschool health and safety issue the preschool program administrator or the designee of the district superintendent shall make all reasonable efforts to investigate any problem within his or her authority. Investigations shall begin within 10 calendar days of the receipt of the complaint. A valid complaint shall be remedied within a reasonable time period, but not to exceed 30 working days from the date the complaint was received. The resolution of the complaint shall be reported to the complainant within 45 working days of the initial filing. If the preschool program administrator makes this report, he or she shall also report the same information in the same timeframe to the designee of the district superintendent.

Filing an Appeal Regarding UCP State Preschool Health and Safety Issues

A complainant not satisfied with the resolution of the preschool program administrator or the designee of the district superintendent has the right to describe the complaint at a regularly scheduled hearing of our board. A complainant will not be precluded from filing an appeal to the State Superintendent of Public Instruction (SSPI) if the complainant does not file a local appeal.

A complainant who is not satisfied with the resolution proffered by the preschool program administrator or the designee of our superintendent has the right to file an appeal to the SSPI within 30 calendar days of the date of the Investigation Report.

The complainant shall comply with the same appeal requirements of 5 *CCR* section 4632 as in the section above UCP Complaint Appeal Process.

The complainant shall include a copy of the Investigation Report and specify and explain the basis for the appeal, including at least one of the following:

- the preschool program administrator or the designee of our superintendent failed to follow its complaint procedures, and/or
- the Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or
- material findings of fact in the Investigation Report are not supported by substantial evidence, and/or
- the legal conclusion in the Investigation Report is inconsistent with the law, and/or
- If the preschool program is found noncompliant, the corrective actions fail to provide a proper remedy.

The SSPI or his or her designee shall comply with the requirements of 5 *CCR* Section 4633 and shall provide a written Investigation Report for our agency to the State Board of Education describing the basis for the complaint, our response to the state preschool health

UNIFORM COMPLAINT PROCEDURES (UCP)

and safety issues pursuant to HSC Section 1596.7925 complaint and its remedy or proposed remedy and, as appropriate, a proposed remedy for the issue described in the complaint, if different from our agency's remedy.

We shall report summarized data on the nature and resolution of all UCP state preschool health and safety issues complaints on a quarterly basis to the county superintendent of schools and our board. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of our board. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

Legal References

20 *United States Code* (20 U.S.C.) Section 6301 et seq.

34 *Code of Federal Regulations* (34 CFR) sections 106.8, 299.13–299.15.

California Education Code (EC) sections 200, 201, 210.1, 210.3, 220, 221.1, 221.3, 222, 234.1, 243, 244, 260, 262.3, 8200–8488, 8500–8538, 12030, 17002, 17592.72, 33126, 33315, 35161, 46015, 48645.7, 48850, 48853, 48853.5, 48911, 48915.5, 48987, 49010–49013, 49069.5, 51210, 51222, 51223, 51225.1–51225.25, 51228.1–51228.3, 52059.5, 52075, 52300–52462, 52500–52616.18, 54440–54445, 64000, 64001, 65000.

California Government Code (GC) sections 11135, 11136.

California Penal Code (PC) Section 422.55.

5 *California Code of Regulations* (CCR) sections 4600–4640, 4690–4694.

~~Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.~~

~~(Complaints Concerning District Employees)
(Complaints Concerning Instructional Materials)
(Williams Uniform Complaint Procedures)
(Nondiscrimination in Employment)~~

Compliance Officers

~~The district designates the individual(s), position(s), or unit(s) identified below as responsible for receiving, coordinating, and investigating complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination, harassment, intimidation, or bullying and in AR 5145.7 Sexual Harassment for handling complaints regarding sexual harassment.~~

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Director of Student Services and Curriculum (209) 830-3280
Or Director of Continuous Improvement, State & Federal Programs (209) 830-3210
Associate Superintendent for Education Services (209) 830-3202

1875 W. Lowell Avenue, Tracy, CA 95376

inoll@tUSD.net
mpetty@tUSD.net
jstocking@tUSD.net

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent if another compliance officer is assigned to the complaint, if applicable.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program; applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination, harassment, intimidation, or bullying; applicable standards for reaching decisions on complaints; and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

The compliance officer or, if necessary, an appropriate administrator shall determine whether interim measures are necessary during an investigation and while the result is pending. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, the Superintendent or designee shall annually provide written notification of the

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district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

The notice shall include:

1. ~~A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy~~
2. ~~The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate~~
3. ~~A statement that a UCP complaint, except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than one year from the date the alleged violation occurred~~
4. ~~A statement that a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct~~
5. ~~A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities~~
6. ~~A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint~~

~~A statement that the district will post a standardized notice of the educational and graduation requirements of foster youth, homeless students, children of military families, and former juvenile court school students now enrolled in the district, as specified in Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process~~

7. ~~A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant~~
8. ~~A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the district's investigation report to the California Department of Education (CDE) by filing a written appeal, including a copy of the original complaint and the district's decision, within 30 calendar days of receiving the district's decision~~

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~~9. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal laws prohibiting discrimination, harassment, intimidation, or bullying, if applicable~~

~~10. A statement that copies of the district's UCP are available free of charge~~

~~The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.6 shall be posted on the district and district school web sites and may be provided through district supported social media, if available.~~

~~The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP. If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's UCP policy, regulation, forms, and notices shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.~~

Filing of Complaints

~~The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. If a site administrator not designated as a compliance officer receives a complaint, the site administrator shall notify the compliance officer.~~

~~All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)~~

~~Complaints shall also be filed in accordance with the following rules, as applicable:~~

- ~~1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4600)~~
- ~~2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the~~

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~~principal of the school or with the Superintendent or designee.~~

- ~~3.—A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Governing Board. (5 CCR 4630)~~
- ~~4.—A complaint alleging unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. (5 CCR 4630)~~
- ~~5.—A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)~~
- ~~6.—When a complaint alleging unlawful discrimination, harassment, intimidation, or bullying is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.~~
- ~~7.—When a complainant of unlawful discrimination, harassment, intimidation, or bullying or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.~~

Mediation

~~Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation to resolve the complaint. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.~~

~~Before initiating the mediation of a complaint alleging retaliation or unlawful~~

UNIFORM COMPLAINT PROCEDURES (UCP)

~~discrimination, harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to permit the mediator access to all relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.~~

~~If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.~~

~~The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.~~

Investigation of Complaint

~~Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.~~

~~Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation. In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform the parties of the status of the investigation.~~

~~To investigate a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall interview the alleged victim(s), any alleged offender(s), and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.~~

~~A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Refusal by the district to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the~~

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~~investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)~~

Timeline for Investigation Report

~~Unless extended by written agreement with the complainant, the investigation report shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint.~~

~~Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Investigation Report" below. If the complainant is dissatisfied with the compliance officer's decision, the complainant may, within five business days, file the complaint in writing with the Board.~~

~~The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60 day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.~~

~~If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)~~

~~For any complaint alleging unlawful discrimination, harassment, intimidation, and bullying, the respondent shall be informed of any extension of the timeline agreed to by the complainant, and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.~~

Investigation Report

~~For all complaints, the district's investigation report shall include: (5 CCR 4631)~~

- ~~1. The findings of fact based on the evidence gathered~~
- ~~2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law~~
- ~~3. Corrective action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600~~
- ~~4. Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610~~
- ~~5. Procedures to be followed for initiating an appeal to CDE~~

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~~The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.~~

~~In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, harassment, intimidation, and bullying, notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.~~

~~If the complaint involves a limited English proficient (LEP) student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.~~

~~For complaints alleging unlawful discrimination, harassment, intimidation, and bullying based on state law, the investigation report shall also include a notice to the complainant that:~~

- ~~1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including, but not limited to, injunctions, restraining orders or other remedies or orders, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)~~
- ~~2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)~~
- ~~3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.~~

Corrective Actions

~~When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.~~

~~For complaints involving retaliation or unlawful discrimination, harassment, intimidation, or bullying, appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:~~

- ~~1. Counseling~~
- ~~2. Academic support~~

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- 3.— Health services
- 4.— Assignment of an escort to allow the victim to move safely about campus
- 5.— Information regarding available resources and how to report similar incidents or retaliation
- 6.— Separation of the victim from any other individuals involved, provided the separation does not penalize the victim

7.— Restorative justice

8.— Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

1.— For complaints of retaliation or unlawful discrimination, harassment, intimidation, or bullying involving a student as the respondent, appropriate corrective actions that may be provided to the student include, but are not limited to, the following: Transfer from a class or school as permitted by law

2.— Parent/guardian conference

3.— Education regarding the impact of the conduct on others

4.— Positive behavior support

5.— Referral to a student success team

6.— Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

7.— Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination, harassment, intimidation, or bullying, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, harassment, intimidation, or bullying, that the district does not tolerate it, and how to report and respond to it. When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

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~~However, if a complaint alleging noncompliance with the law regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 51228.3, 52075)~~

~~For complaints alleging noncompliance with the law regarding student fees, the district, by engaging in reasonable efforts, shall attempt in good faith to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)~~

Appeals to the California Department of Education

~~Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)~~

~~The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including at least one of the following: (5 CCR 4632)~~

- ~~1. The district failed to follow its complaint procedures.~~
- ~~2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.~~
- ~~3. The material findings of fact in the district's investigation report are not supported by substantial evidence.~~
- ~~4. The legal conclusion in the district's investigation report is inconsistent with the law.~~
- ~~5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.~~

~~Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)~~

- ~~1. A copy of the original complaint~~
- ~~2. A copy of the district's investigation report~~

TUSD Acknowledged: 06.11.13

TUSD Revised: 09.12.17, 08.11.20, 06.25.22

UNIFORM COMPLAINT PROCEDURES (UCP)

4. ~~A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator~~
5. ~~A report of any action taken to resolve the complaint~~
6. ~~A copy of the district's UCP~~
7. ~~Other relevant information requested by CDE. If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)~~

~~**Health and Safety Complaints in License Exempt Preschool Programs** Any complaint regarding health or safety issues in a license exempt California State Preschool Program (CSPP) shall be addressed through the procedures described in 5 CCR 4690-4694.~~

~~In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925, a notice shall be posted in each license-exempt CSPP classroom in the district notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. For this purpose, the Superintendent or designee may download and post a notice available from the CDE web site. (Education Code 8212; 5 CCR 4691)~~

~~The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)~~

~~Any complaint regarding specified health or safety issues in a license exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, contain a space to indicate whether the complainant desires a response to the complaint, and allow a complainant to add as much text as desired to explain the complaint. (Education Code 8212; 5 CCR 4690)~~

~~If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or~~

TUSD Acknowledged: 06.11.13

TUSD Revised: 09.12.17, 08.11.20, 06.25.22

UNIFORM COMPLAINT PROCEDURES (UCP)

~~designee in a timely manner, not to exceed 10 working days, for resolution. The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority. (Education Code 8212; 5 CCR 4692)~~

~~Investigation of a complaint regarding health or safety issues in a license exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8212; 5 CCR 4692)~~

~~The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8212; 5 CCR 4692) If a complaint regarding health or safety issues in a license exempt CSPP program involves an LEP student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.~~

~~If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled hearing and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8212; 5 CCR 4693, 4694)~~

~~All complaints and responses are public records. (5 CCR 4690)~~

~~On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent. (5 CCR 4693)~~



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 22, 2026
SUBJECT: **Approve Agreement for Contract Services between the City of Tracy and Tracy Unified for School Resources Officers**

BACKGROUND: The Tracy Unified School District (TUSD) has worked with the City of Tracy Police Department for many years. School Resource Officers have been an integral part of TUSD's services provided to students.

RATIONALE: Tracy Unified School District's Goal #2 focuses on creating and maintaining safe, supportive, and well-supervised school campuses. Having a contract with School Resource Officers (SROs) directly supports this goal by strengthening prevention, protection, and response systems across school sites. SROs provide a visible and trained safety presence that helps deter unsafe behavior, respond quickly to emergencies, and build positive relationships with students and staff. Their role is not only enforcement, but also education, mentoring, and collaboration with school administrators to support safe learning environments. By working closely with school teams, SROs help address concerns before they become serious incidents, improve communication during crises, and ensure that safety procedures are followed consistently. This partnership supports both physical safety and student well-being, making schools more secure places where students can focus on learning and growth.

FUNDING: The total cost for City of Tracy SRO contract will not exceed \$500,000. Services will be paid with Unrestricted General Funds.

RECOMMENDATION: Approve Agreement for Contract Services between the City of Tracy and Tracy Unified for School Resources Officers.

Prepared by: Jason Noll, Director of Students Services.

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT
SCHOOL RESOURCES OFFICER SERVICES**

This Professional Services Agreement (hereinafter "Agreement") is made and entered between the City of Tracy, a municipal corporation (hereinafter "City"), and the Tracy Unified School District, (hereinafter "District"). City and District are referred to individually as "Party" and collectively as "Parties."

RECITALS

The following recitals are a substantive portion of this agreement:

- A.** District seeks to provide increased safety at its public schools by utilizing three (3) Tracy City Police Department Officer ("Officer") designated and assigned by the City as School Resource Officer ("SRO").
- B.** The City desires to assign and designate the Officer to serve as SRO.
- C.** The Parties do not intend this Agreement to create on the part of the City or the SRO any duty of care other than the normal duty of care of a police officer. The Parties agree that the District is not delegating to the City the District's duty to protect its students from foreseeable dangers and the District acknowledges that it is in the best position to access, discover, and prevent potential threats. The DISTRICT and CITY desire to create an atmosphere of cooperation toward the common goal of providing a safe learning environment for students and staff.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES. The City shall, in its sole discretion, assign and establish the schedule for the SRO to perform the services described in Exhibit "A" in accordance with the terms and conditions contained in this Agreement ("Services"). Exhibit "A" is attached to this agreement and incorporated herein as though fully set forth.

SECTION 2. TERM. The term of this Agreement shall begin on July 1, 2025, and end on June 30, 2029, unless terminated in accordance with Section 12, Termination or Suspension of Agreement or Services. To the extent permitted by law, this Agreement shall apply retroactively.

SECTION 3. DUTIES OF SRO. In addition to any duties described in Exhibit A, the SRO duties shall include but not be limited to:

3.1. SRO will provide law enforcement expertise to assist the school staff and the District in maintaining safety at the District.

3.2. The District and the SRO will work to establish and maintain a collaborative partnership amongst themselves and with the school administration in the SRO's region to provide a safe school environment. The SRO will regularly communicate with the school administration in their region as necessary to share information, discuss issues, and discuss concerns of mutual interest to the City and the District.

3.3. Attend, whenever possible, schools and District in-service training at the invitation of the District Superintendent or designee.

SECTION 4. DUTY SCHEDULE. Currently, the officers assigned as SRO work four days a week, ten hours a day, which is referred to as the "4/10 schedule" in accordance with the City's MOU (as defined below). The City will set the schedule for the SRO to perform the Service at all times considering the District's school hours

and the needs of the City. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day. An SRO may be unavailable due to illness, vacation, training, or other department needs. It is not a material breach of this agreement if the SRO and or marked police vehicle is absent from a District campus. Understanding that campus security is a primary concern, the SRO position will be filled by an officer deemed suitable by the department after the assigned officer has been vacant for 2 weeks for any reason until another officer can be chosen for the assignment at the sole discretion of the City.

SECTION 5. SELECTION OF LAW ENFORCEMENT PERSONNEL. The District will provide input regarding the selection of the SRO as described herein.

It is understood and agreed that the SRO assigned to the District will normally be so assigned for four year terms at the direction of the City. Notwithstanding this normal commitment, such personnel may be assigned to other duties within the Police Department for purposes of promotional opportunities, career advancement, or otherwise determined by the Chief of Police, unless otherwise prohibited by law or City policy. The City shall provide the District Superintendent with prior notice regarding any person's reassignment from the District.

In the event that the District Superintendent reasonably believes that an SRO is not performing his/her duties or responsibilities, the District Superintendent or designee shall notify the City in writing of the reasons the SRO is not effectively or proficiently performing his/her duties or responsibilities and may also recommend that the SRO be removed as an SRO. Within ten (10) school days of such notice, the City or Police Chief or their designee, shall meet with the SRO and the District Superintendent or their designee and attempt to resolve any problems which may exist. At such meeting, specified City, District, or school staff may also be present upon mutual agreement of the City and Superintendent or their designees. If reasonable attempts are made to resolve any issues that may exist and the issues cannot be resolved, then the SRO may be removed from the SRO program at the City's discretion at the request of the District Superintendent.

The City Chief of Police, at their discretion, may dismiss or reassign the SRO based on departmental rules, regulations, administration reasons, and/or departmental directives, or when it is in the best interest of the City to do so.

In the event of resignation, dismissal, or reassignment of the SRO, or in the case of long-term absence by the SRO, five or more workdays, the City shall attempt to provide a temporary replacement of the SRO, and a temporary replacement for the SRO shall be made as soon as practical.

SECTION 6. COMPENSATION. For the performance of the Services, the District shall pay the City one-half of the actual rate of pay for an SRO, based on a 40-hour work week. The Officers salaries are set forth in the Salary Schedule located in the Memorandum of Understanding between the City and the Tracy Police Officers Association (July 1, 2025 through June 30, 2029) ("MOU"). The MOU is public information and can be found at <https://www.cityoftracy.org/our-city/departments/human-resources/salary-schedules-mous-and-benefits>.

Pursuant to the MOU, Officers receive a 5% pay increase when assigned as an SRO. This 5% increase will be included in the cost of their services the District will pay to the City.

Therefore, based on the MOU the amount paid by the District for three officers to serve as described in this Agreement, not including assigned work in excess of 40 hours, will be \$482,510 per year , but shall not exceed \$550,000 per year.

\$321,673.25	Fully Burdened Step E + 5% incentive
<u>3</u>	Officer
\$965,020	

50% School District Share

\$482,510 District Annual Portion

If the officer is assigned work in excess of 40 hours or required to perform Additional Services, District shall pay additional compensation to City at a rate of 1 ½ times their hourly rate, as directed by the MOU, for each hour worked or additional Service performed. "Additional Services" shall mean any work that is deemed by City to be necessary for the proper implementation of Services, but not included within the Scope of Services described in Exhibit "A".

SECTION 7. INVOICES. City will bill District actual costs for services thirty (30) days in arrears beginning July 1, 2025 and District shall remit payment within thirty (30) days.

SECTION 8. EMPLOYMENT OF OFFICER(S). City shall retain control over supervision, wages, and other terms and conditions of employment of the Officers and SRO providing the Services under this Agreement. The Parties acknowledge that such officers are held to the requirements of the law and City policies and procedures. The District may provide feedback to the City regarding the evaluation of the officers; however, the City shall be responsible for evaluating, managing, and supervising the Officers. The District shall immediately notify City of any concerns regarding the performance of the assigned officer, including, but not limited to, adherence to the duty schedule and quality of Services.

SECTION 9. COMPLIANCE WITH LAWS. The Parties shall keep themselves informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders that may affect in any manner the performance of the Services or those engaged to perform Services under this Agreement.

SECTION 10. INDEMNITY. The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, losses, damage, cost, expenses, awards, fines, judgments and expenses of litigation , (including without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) arising out of or in connection with the assigned officer's performance of work or their failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

10.1 The City shall indemnify, defend, and hold harmless the District, its officers, officials, volunteers and employees from and against any and all claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

10.2 If an indemnifying party defends or prosecutes any third party claim, the indemnified party will reasonably cooperate in the defense or prosecution thereof and will furnish such records, information and testimony, provide such witnesses and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested in connection with such third party claim. Such cooperation will include access during normal business hours afforded to the indemnifying party to, and reasonable retention by the indemnified party of, records and information that are reasonably relevant to such third party claim, and making the indemnified party and its employees and agents available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

10.3 In the event of concurrent negligence on the part of District or any of its officers, directors, trustees, employees, agents or volunteers, and City or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law equity for such losses, fines, penalties, forfeiture, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

- 10.4** Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement. With the exception of claims or actions against one another, each party will reasonably cooperate in the defense of claims or actions against either party arising under this Agreement, or legal challenges brought as to the validity of the Agreement.
- 10.5** This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent. The provisions of this indemnity section shall survive the expiration or termination of the Agreement.
- 10.6** If the District rejects a tender of defense by the City and/or the Officers under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District. The Parties understand that student privacy rights may limit the City's and SROs' access to District information, and that the District has broader authority to set and enforce rules governing operation of schools than does the City. For these reasons, among others, the Parties agree that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer/SRO that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer/SRO and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement, neither the City nor its assigned officer/SRO intends to waive any immunities to which they would be entitled in the absence of the Agreement.

SECTION 11. INSURANCE. District shall, throughout the duration of this Agreement, maintain insurance to cover District, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

- 11.1 Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
- 11.2 Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- 11.3 Workers' Compensation** coverage shall be maintained as required by the State of California.
- 11.4 Professional Liability** "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Contractor in an amount not less than \$1,000,000 per claim.
- 11.5 Endorsements.** District shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:
- 11.5.1** The City (including its elected officials, officers, employees, agents, and volunteers) shall be

named as an additional "insured."

11.5.2 For any claims related to this Agreement, District coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the District's insurance and shall not contribute with it.

11.6 Notice of Cancellation. District shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. District shall immediately obtain a replacement policy.

11.7 Authorized Insurers. All insurance companies providing coverage to District shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

11.8 Insurance Certificate. District shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

11.9 Substitute Certificates. District shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

11.10 District's Obligation. Maintenance of insurance by the District as specified in this Agreement shall in no way be interpreted as relieving the District of any responsibility whatsoever (including indemnity obligations under this Agreement), and the District may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

SECTION 12. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

12.1 Either Party may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice thereof to the other Party. Upon receipt of such notice, City will immediately discontinue its performance of the Services.

12.2 Upon such suspension or termination by either Party, City will be paid for the Services rendered or materials delivered to District in accordance with the Scope of Services on or before the effective date (i.e., 30 days after giving notice) of suspension or termination.

12.3 No payment, partial payment, acceptance, or partial acceptance by City will operate as a waiver on the part of City of any of its rights under this Agreement.

SECTION 13. NOTICES. All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To City:

Tracy Police Department
Attn: Bureau of Special Operations, Captain
1000 Civic Center Drive
Tracy, California 95376

With a copy to
City Attorney's Office

333 Civic Center Plaza
Tracy, CA 95376

With a copy To District:

Tracy Unified School District
Attn: Superintendent
1875 W Lowell Ave
Tracy, CA 95376

SECTION 14 – DISPUTE RESOLUTION AND VENUE. If any dispute arises between the City and District that cannot be settled after engaging in good faith negotiations, City and District agree to resolve the dispute in accordance with the following:

- 14.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;
- 14.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 14.3 If the issue(s) remain unresolved after fifteen (15) days following the first day of the meeting between the Parties, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 14.4 The mediation process shall provide for the selection of a mediator within fifteen (15) days after it is determined that the aforementioned process has failed by one of the Parties. The Parties shall agree to the selection of a disinterested third person to serve as a mediator, which shall be commenced within thirty (30) days after selection of a mediator (provided, however, if the Parties agree upon a mediator, and that mediator is not available until after thirty (30) days, the time frame may be extended out by mutual written agreement of the Parties..
- 14.5 The Parties shall equally bear the costs of any third-party mediator in any alternative dispute resolution process.
- 14.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.
- 14.7 If the dispute resolution process does not lead to a complete resolution of the issues, the Parties shall them be subject to Section 20.2 of this Agreement.

SECTION 15. CONFLICT OF INTEREST.

15.1 Both Parties certify that they will comply with all laws applicable to governmental agencies and related conflicts of interest.

15.2 If the City determines the District is a "Consultant," as that term is defined by the Regulations of the Fair Political Practices Commission, District shall within five (5) days of written notice of such

determination by the City, file the appropriate financial disclosure documents required by the Tracy Municipal Code and the Political Reform Act.

SECTION 16. NONDISCRIMINATION. The District and City certify that in the performance of this Agreement, they shall not discriminate in the employment of or interaction with any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person.

SECTION 17. PERSONAL INFORMATION. If, pursuant to this Agreement with District, City shares with District personal information as defined in California Civil Code Section 1798.81.S(d) about a California resident ("Personal Information"), District shall maintain reasonable and appropriate security procedures to protect that personal information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the personal information. District shall not use personal information for direct marketing purposes without City's express written consent. Similarly, the City shall maintain reasonable and appropriate security procedures to protect personal information pertaining to District students or employees.

SECTION 18. PREVAILING PARTY. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action.

The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

SECTION 19. SEVERABILITY. If any part hereof is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

SECTION 20. MISCELLANEOUS

20.1 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties

20.2 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin, Superior Court.

20.3 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

20.4 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

20.5 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

20.6 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall

control. Nothing contained in this Agreement is intended to amend, modify, supersede, or in any way diminish the terms of the MOU.

20.7 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations, or agreements. All exhibits attached hereto are incorporated by reference herein.

20.8 Signatures. The individuals executing this Agreement on behalf of the District represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Consultant.

20.9 Counterparts. City and District agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

20.10 Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

SECTION 21. INTEGRATION OF PRIOR TERMS AND CONDITIONS. This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement at the level of City Manager or City Attorney or equivalent.

The indemnity sections shall survive termination or expiration of this Agreement.

The Parties agree to the full performance of the terms set forth here.

City of Tracy

Tracy Unified School District

By: Miguel Contreras
Title: Bureau of Special Operations, Captain
Date: _____

By: Robert Pecot, Ed.D.
Title: Superintendent
Date: _____

By: Sekou Millington
Title: Chief of Police
Date: _____

By: Midori Lichtwardt
Title: City Manager
Date: _____

Attest:

April Quintanilla, City Clerk

Approved as to form:

L. David Nefouse, City Attorney

Exhibit: A Scope of Services

EXHIBIT "A" SCOPE OF SERVICES

The District School Resource Officer ("SRO") shall perform the following Services. Notwithstanding anything contained in this exhibit or the Agreement to the contrary, neither the City, nor the Tracy Police Department, is assuming any of the District's responsibility (or accompanying liability) for providing safe school grounds, minimizing criminal activity, or any other obligation customary carried out by a school district.

Role of the Resource Officer:

1. SRO shall take reasonable action to assist the District in making the District's school grounds and adjacent grounds safe from criminal activity.
2. To the extent practicable, develop a rapport with school staff and students to minimize disruptive influences on campus.
3. Take reasonable action to assist the District with all aspects of crime prevention and school safety.
4. Take reasonable action to assist the District in the prevention of truancy.
5. Travel between District campuses, with the District understanding and acknowledging that such travel will take the Officers off-campus and result in the lack of the presence of an officer and marked vehicle during such times.

Responsibilities/Procedures:

1. The SRO shall assist the District in resolving truancy issues, including, to the extent practicable, attending Student Attendance Review Board (SARB) meetings and Truancy Mediation Meetings with District Attorney; other duties may include providing information on criminal consequences of truancy.
2. Testify at the District Discipline Review Board and Student Attendance Review Board when requested and provided the SROs requested to testify have knowledge of the facts at issue.
3. To the extent practicable, take reasonable action to assist the District when an emergency situation occurs. The District is primarily responsible for the management, transportation, and release of the students; however, it is intended that the SROs will take responsibility for making the campus safe, preventing further disruption on campus, and protecting any crime scene.
4. Take reasonable action to locate runaways and assist in the investigation of reported missing District students, as it relates to their attendance at school.
5. Take crime reports for incidents that occur on campus or related to school activities.
6. Participate in both site and District safety meetings
7. To the extent required by law, appear and testify in court when needed, provided the SROs requested to testify have knowledge of the facts at issue.
8. Work in collaboration with school security.
9. Provide statistics related to crime, as requested.
10. Take reasonable action to assist the District in school investigations that involve criminal violations.

Hours and Days:

1. Provide Police services during the school year and at mutually agreed to summertime activities (i.e., summer school, registration days.)
2. Officers are currently assigned to work the "4/10 Schedule" (four, ten-hour days per week), and will work with the District to arrange for the days to be covered. Currently, all SRO's work either a Monday-Thursday or Tuesday- Friday, which comports to the school days, the days

- which see the most calls for service on the campuses, and the Officers' MOU with the City.
3. Officers must be flexible with their time and/or overtime to assist in evening supervision of nighttime activities and weekend activities.
 4. After Hours Community Policing. The SRO shall assist the District in providing security, directing traffic, and interacting with students and the community at activities such as football games, school dances, graduation ceremonies, etc., as mutually agreed upon. The City will invoice the District for the actual cost, (typically 1 ½ times the Officers' salaries as prescribed to in the MOU with the City), for the officers that work these events.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: January 28, 2026
SUBJECT: **Acknowledge Revised Board Policies 4119.1 and 4219.1 and Adopt New Board Policy 4319.1 Civil and Legal Rights (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 Civil and Legal Rights, the District has revised Board Policies 4119.1 and 4219.1 and made the policy inclusive of all employees by adding 4319.1.

RECOMMENDATION: Acknowledge Revised Board Policies 4119.1 and 4219.1 and Adopt New Board Policy 4319.1 Civil and Legal Rights (First Reading).

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

CIVIL AND LEGAL RIGHTS

~~The personal life of an employee is not an appropriate concern for attention of the Governing Board except as it may directly prevent the employee from properly performing his/her duties or responsibilities.~~

~~Employees shall be entitled to full rights of citizenship. The religious or political activities of any employee or the lack thereof shall not be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate Board Policy, administrative regulations or local, state or federal laws.~~

~~If contacted by an attorney or the representative of a law firm not employed by the District about any claim, complaint, lawsuit or other legal proceeding against the District, all employees have the right to:~~

- ~~1. speak to the attorney or representative without fear of punishment in retaliation for such communication.~~
- ~~2. Union representation.~~
- ~~3. contact their supervisor before answering questions or responding in any way.~~
- ~~4. refuse to speak to the attorney or representative.~~
- ~~5. notify the District that the attorney or representative has requested an interview.~~
- ~~6. consult with the employee's own attorney or an attorney employed by the District.~~
- ~~7. be represented at any interview either by the employee's own attorney or an attorney employed by the District.~~

Nondiscrimination

~~The conditions of employment in the district, including wages, hours, terms and benefits, shall be applied without regard to race, color, creed, sex, religion, ancestry, national origin, age or non-job-related handicap or disability. Employees shall observe all laws, policies and regulations prohibiting discrimination or harassment.~~

Grievances

CIVIL AND LEGAL RIGHTS

~~No employee, employee association representative, member of any employee organization or any other participant in a grievance procedure shall suffer reprisals in any way or suffer any professional disadvantage by reason of participation in the processing of any grievance.~~

Association Membership

~~No employee shall suffer any professional disadvantage by reason of the employee's membership or non-membership in an employee association or participation in its lawful activities.~~

The Governing Board believes that the personal life of an employee is not an appropriate concern of the district, except as it may directly relate to the performance of the employee's duties.

District employees may engage in private, personal activities, including the exercise of their religious, political, cultural, social or other beliefs or activities, during personal time including when employees are not on duty or engaged in the supervision or instruction of students.

The district shall make no inquiry concerning the personal values, attitudes, and beliefs of district employees or their sexual orientation or political or religious affiliations, beliefs, or opinions except when authorized by law. In addition, no district employee shall be required to provide critical appraisals of other individuals with whom the employee has a familial relationship. However, the district reserves the right to access any publicly available information about any employee.

No employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in conduct authorized under Education Code 48907 or 48950.

When necessary to protect the health, welfare, or safety of students and staff, school officials may search district property under an employee's control.

Whistleblower Protection

An employee shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, the County

CIVIL AND LEGAL RIGHTS

Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the district or a district employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation of or noncompliance with a state or federal rule or regulation, the employee has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102.7, 1102.8)

No employee shall use or attempt to use official authority status or influence to intimidate, threaten, coerce, or command, or attempt to intimidate, threaten, coerce, or command, another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

An employee who has disclosed improper governmental activity and believes that acts or attempted acts of reprisal have subsequently occurred shall file a written complaint in accordance with the district's complaint procedures. After filing a complaint with the district, the employee may also file a copy of the complaint with local law enforcement and/or seek civil law remedies against the supervisor or administrator who retaliated or attempted to retaliate against the employee, in accordance with Education Code 44114.

Protection Against Liability

No employee shall be liable for harm caused by the employee's act or omission when acting within the scope of employment or district responsibilities, the employee's act or omission is in conformity with federal, state, and local laws, district policy, or administrative regulation, and the employee's act or omission is in furtherance of an effort to control, discipline, expel, or suspend a student or to maintain order or control in the classroom or school. (20 USC 7946)

CIVIL AND LEGAL RIGHTS

The protection against liability shall not apply when: (20 USC 7946)

- 1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to rights or safety of the individual harmed.**
- 2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.**
- 3. The employee was not properly licensed, if required, by state law for such activities.**
- 4. The employee was found by a court to have violated a federal or state civil rights law.**
- 5. The employee was under the influence of alcohol or any drug at the time of the misconduct.**
- 6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.**
- 7. The misconduct involved a sexual offense for which the employee has been convicted in a court.**
- 8. The misconduct occurred during background investigations, or other actions, involved in the employee's hiring.**

Legal Reference:

EDUCATION CODE

200-262.34 Prohibition of discrimination on the basis of sex

7050-70578 Political activities of school officers and employees

CIVIL AND LEGAL RIGHTS

- 44040 ~~Unlawful to discriminate solely because of employees appearance before certain boards or committees~~ **Discrimination based on employee's appearance before certain boards or committees**
- 44110-44114 **Reporting by school employees of improper governmental activity**
- 48907 **Exercise of free expression; time, place, and manner rules and regulations**
- 48950 **Speech and other communication**
- 49091.24 **Teacher rights to refuse evaluation/survey of personal life**
- 44801 ~~Leave of Absence for employees elected to the Legislature~~

CODE OF REGULATIONS, TITLE 5

- 30-31 ~~Affirmative action employment programs~~

GOVERNMENT CODE

- 3543.5 Interference with employee's rights prohibited
- 12940-129503 Discrimination prohibited; Unlawful practices
- 12650-12656 **False claims actions**
- 3540.1 **Public employment; definitions**
- 815.3 **Intentional torts**
- 820-823 **Tort claims act**
- 825.6 **Indemnification of public entity**

LABOR CODE

- 1102.5 – 1106 **Whistleblower protections**

UNITED STATES FEDERAL CODE, TITLE 42

- 18 USC 16 **Crime of violence, definition**
- 20 USC 1681-1688 **Title IX of the Education Amendments of 1972; discrimination based on sex**
- 20 USC 7941-7948 **Teacher liability protection**
- 42 USC 12101-12213 **Americans with Disabilities Act**
- 42 USC 2000d-2000d-7 **Title VI, Civil Rights Act of 1964**
& 2000e et seq. ~~Title VI & Title VII, Civil Rights Act of 1964 as amended~~
2000h-2 et seq. ~~Title IV, 1972 Education Act Amendments~~
- 42 USC 2000e-200e-17 **Title VII, Civil Rights Act of 1964, as amended**

CIVIL AND LEGAL RIGHTS

US Constitution, First Amendment: Free exercise, free speech, and establishment clauses

CA Constitution Article 1, Section 1: Inalienable rights

COURT DECISIONS

Kennedy v. Bremerton (2022) 142 S.Ct. 2407

New Jersey v. T.L.O. (1985) 469 U.S. 325

Garcetti v. Ceballos (2006) 547 U.S. 410

Hartnett v. Crosier (2012) 205 Cal.App.4th 685

Johnson v. Poway Unified School District (2011) 658 F.3d 954

O'Conner v. Ortega (1987) 480 U.S. 709

Ohton v. CSU San Diego (2007) 56 Cal.Rptr.3d 111



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: January 14, 2026
SUBJECT: **Adopt New Board Policy 4113.5 Working Remotely (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 working remotely, the District has created Board policy 4113.5 Working Remotely. There are currently no board policies for this item.

RECOMMENDATION: Adopt New Board Policy 4113.5 Working Remotely (Second Reading).

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

WORKING REMOTELY

The Governing Board recognizes that working remotely at home or at another alternative location may be necessary at times when widespread illness, natural disaster, or other emergency condition makes the school or worksite unsafe or otherwise interrupts the district's ability to effectively conduct operations at the school or worksite. A full-time, part-time, or short-term remote work arrangement may also be granted by the Superintendent or designee to an individual employee, upon request, provided that the position is suitable for remote work, the employee has consistently demonstrated the ability to work independently and meet performance expectations, and the work arrangement does not hinder district operations.

The opportunity to work remotely shall be entirely at the district's discretion, and no grievance or appeal right may arise from district denial of any employee request for remote work.

Employees approved for remote work shall comply with all district policies, administrative regulations, work schedules, and job assignments. Except when specifically agreed, approval of remote work shall not change the compensation, benefits, or other terms and conditions of employment of an employee.

Unless otherwise approved in advance by the Superintendent or designee, employees working remotely shall do so within regular work hours established for the position. Employees are entitled and expected to take appropriate, uninterrupted meal and rest breaks, and shall keep accurate records of the hours they work. Employees shall notify their supervisor when unable to perform work assignments due to illness, equipment failure, or other unforeseen circumstances.

Employees working remotely are expected to conduct their work in a location that is safe and free of obstructions, hazards, and distractions. Such employees shall report to their supervisor any serious injury or illness occurring in the home workspace or in connection with their employment as soon as practically possible in accordance with Board policy.

The district shall provide to employees who work remotely all supplies, materials, apparatus, and equipment reasonably necessary to perform their jobs, including, as necessary, a technology device and Internet access. Employees shall use caution in accessing the Internet from public locations and in accessing information from networks outside of the district in order to safeguard confidential information. Employees shall be responsible for maintaining and protecting equipment on loan from the district and shall adhere to the district's Acceptable Use Agreement. The employee's personally owned equipment may only be used for district business when approved by the Superintendent or designee.

Work done at a remote work location is considered official public business. District records and communications shall be retained and safeguarded against damage or loss, and shall be kept

WORKING REMOTELY

confidential or made accessible to the public in accordance with law.

Any employee working remotely shall be available during work hours to the employee's supervisor and other staff, students, parents/guardians, and members of the public, as appropriate, via email, phone, or other means. Lack of responsiveness on the part of the employee may result in discipline and/or termination of remote work responsibilities. Employees shall be required to attend virtual or in-person meetings when directed by their supervisor.

Employee productivity shall be evaluated on the basis of time spent on tasks and projects, task completion, and quality of job performance in the same manner as all employees in the same position at the assigned school or office.

Remote work arrangements may be discontinued at any time at the discretion of the Superintendent or designee.

Legal References:

State

Gov. Code 12900-12996

Description

Fair Employment and Housing Act

Gov. Code 7920.000-7930.215

California Public Records Act

Lab. Code 226.7

Mandated meal, rest, or recovery periods

Lab. Code 6400

Safe and healthful employment and place of employment

Lab. Code 6401

Unsafe workplace

Federal

42 USC 12101-12213

Description

Americans with Disabilities Act

Management Resources

Website

Description

CSBA District and County Office of Education Legal Services

Website

California Department of Industrial Relations