

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
February 24, 2026

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

TUSD board meetings are held in person.

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

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

A G E N D A

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: O. Alexander, D. Cheeseman, R. Fagin, L. Hawkins, S. Secker, J. Silcox, D. Traina
Staff: R. Pecot, Z. Boswell, T. Jalique, T. Salinas, S. Smith | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed Session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| | 3.1 Administrative & Business Services: None. | |
| | 3.2 Educational Services: | |
| | 3.2.1 Finding of Facts: 25/26#26, 25/26#27, 25/26#28
Education Code §48912 | |
| | 3.2.2 Board Waiver: THS#10361336
Education Code §48912 | |
| | Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.2.3 Confidential Student Matter: Early Graduation TISCS# 10331491,
TISCS# 10329818 | |
| | Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3 Human Resources: | |
| | 3.3.1 Consider Paid/Unpaid Leave of Absence for Classified Employee
#UCL-560 | |
| | Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3.2 Consider Paid/Unpaid Leave of Absence for Classified Employee
#UCL-561 | |
| | Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |

3.3.3 Consider Paid/Unpaid Leave of Absence for Classified Employee #UCL-562

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

3.3.4 Consider Leave of Absence Requests for Certificated Employees: #UC-1432, #UC-1458, Pursuant to Article XX

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

3.3.5 Consider Unpaid Leave of Absence for Classified Employee #UCL-563, Pursuant to Article XXIII

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

3.3.6 Approve the Non-Reelection of Probationary Certificated Employees: #UC-1434; #UC-1435; #UC-1436; #UC-1437; #UC-1438; #UC-1439; #UC-1440; #UC-1441; #UC-1442; #UC-1443; #UC-1444; #UC-1445; #UC-1446; #UC-1447; #UC-1448; #UC-1449; #UC-1450; #UC-1451; #UC-1452; #UC-1453; #UC-1454; #UC-1455; #UC-1456; #UC-1457 Pursuant to Education Code Section 44929.21(b)

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

3.3.7 Consider Leave of Absence Request for Certificated Employee: #UC-1459, Pursuant to Article XX

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

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

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

3.3.9 Conference with Labor Negotiators

Government Code §54957.6

Agency Negotiator: Tammy Jalique, Associate Superintendent of Human Resources

Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action Taken on Finding of Facts: 25/26#26, 25/26#27, 25/26#28

3.2.1

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

6b Report Out of Action Taken on Board Waivers: THS#10361336

3.2.2

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

6c Report Out of Action Taken on Early Graduation: TISCS# 10331491, TISCS#

3.2.3 10329818

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

6d Report Out of Action Taken on Consider Paid/Unpaid Leave of Absence for

3.3.1 Classified Employee #UCL-560

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-561

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

6f Report Out of Action Taken on Consider Paid/Unpaid Leave of Absence for
3.3.3 Classified Employee #UCL-562

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

6g Report Out of Action Taken on Consider Leave of Absence Requests for
3.3.4 Certificated Employees: #UC-1432, #UC-1458, Pursuant to Article XX

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

6h Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified
3.3.5 Employee #UCL-563, Pursuant to Article XXIII

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

6i Report Out of Action Take on Approve the Non-Reelection of Probationary
3.3.6 Certificated Employees: #UC-1434; #UC-1435; #UC-1436; #UC-1437; #UC-1438; #UC-1439; #UC-1440; #UC-1441; #UC-1442; #UC-1443; #UC-1444; #UC-1445; #UC-1446; #UC-1447; #UC-1448; #UC-1449; #UC-1450; #UC-1451; #UC-1452; #UC-1453; #UC-1454; #UC-1455; #UC-1456; #UC-1457 Pursuant to Education Code Section 44929.21(b)

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

6j Consider Leave of Absence Request for Certificated Employee: #UC-
3.3.7 1459, Pursuant to Article XX

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

7. Approve Regular Minutes of February 10, 2026

1-6

Action: Motion___; Second __. **Vote:** Yes ___; No ___; Absent ___; Abstain___

8. Student Representative Reports: None.

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

9.1 Recognize Monte Vista Teacher, Dawn Arbogast, and her Math Counts team, Emily Tran, Thanursi Nagendra, Cristofer Machado, and Ethan Antipala, for Taking First Place in the San Joaquin Valley MathCounts Competition

9.2 Recognize the Outstanding Employees of the Winter Term for the 2025-26 School Year

9.1 Central Elementary School

9.2 West High School

7

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

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on Williams Complaint Filing Form and Withdrawal Reporting Procedures for Adjusted Cohort Graduation Rates

10.2.2 Receive Report on the Mid-Year LCAP Update for the 2025-2026 Local Control Accountability Plan (Separate Cover) **8**

10.2.3 Receive Report on the Mid-Year Tracy Charter School LCAP Update for the 2025-2026 Local Control Accountability Plan (Separate Cover) **9**

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 | Authorize the Director of Food Services to Solicit Proposals for Food and Non-Food Items for the 2026/2027 School Year | 10 |
| 13.1.2 | Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2025/26 School Year | 11-12 |
| 13.1.3 | Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District | 13-14 |
| 13.1.4 | Approve Agreement with Lozano Smith, Attorneys at Law, as Legal Counsel for Facilities/Business Services | 15-23 |
| 13.1.5 | Approve Accounts Payable Warrants (January 2026) (Separate Cover) | 24 |
| 13.1.6 | Approve Payroll Reports (January 2026) | 25-29 |
| 13.1.7 | Approve Revolving Cash Fund Reports (January 2026) | 30-31 |
| 13.1.8 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 32-33 |

13.2 Educational Services:

- | | | |
|---------------|---|--------------|
| 13.2.1 | Approve Agreement for Contract Services Between School Yard Rap and Tracy Unified School District to Provide Afterschool Enrichment at ELOP Sites | 34-37 |
| 13.2.2 | Approve the Purchase of Marzano Professional Development Resources for District and Site Administrators | 38-41 |
| 13.2.3 | Approve Agreement for Contract Services Between the Eco Hero Show and George Kelly School During the 2025-2026 School Year | 42-46 |
| 13.2.4 | Approve Agreement for Contract Services Between Mobile Ed STEAM Museum and George Kelly School During the 2025-2026 School Year | 47-50 |
| 13.2.5 | Approve Agreement for Special Contract Services with Quest Science Center at Monte Vista Middle School During the 2025-2026 School Year | 51-58 |

- 13.2.6 Approve Contract with Core Learning for Elementary Reading Academy Professional Development for Teachers During the 2026-2027 School Year 59-65
- 13.2.7 Approve Purchase of Instruments for Monte Vista Middle School Using Prop 28 Waiver Funds 66-68
- 13.2.8 Ratify Master Contract with Utah Youth Village dba Alpine Academy for the 2025-2026 School Year (Separate Cover) 69
- 13.2.9 Approve Agreement for Contract Services Between World of Wonders Science Museum and South/West Park Elementary School for the 2025-2026 School Year 70-73
- 13.2.10 Approve Agreement with the University of the Pacific for a Two-Week Residential Program at the Pacific Summer High School Institute for Rising 9th Through 12th Grade Students 74-93
- 13.2.11 Approve Purchase of Kiln Start-up Supplies from Clay Planet for the Art Department at Tracy High School Using Prop 28 Funds 94-97
- 13.2.12 Approve Overnight Travel for the West High JROTC and Advisors to Attend the Golden Bear National Drill Competition in Torrance, California on April 24-26, 2026 98
- 13.2.13 Ratify Special Contract Services Agreement with Individualized Educational Psychology, Inc. for an Independent Educational Evaluation (IEE) 99-102

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment 103-104
- 13.3.2 Approve Classified, Certificated, and/or Management Employment 105-106
- 13.3.3 Approve Individual Intern Agreement with CSU Stanislaus 107-114

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 Accept Proposal from Pro-K12 Consulting & CM Services For Monte Vista Modernization Project 115-124
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.1.2 Adopt Resolution 25-16 Authorizing Issuance of 2026 Refunding General Obligation Bonds in the Principal Amount not to Exceed \$32,000,000 (Separate Cover) 125-126
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.1.3 Adopt Resolution 25-19 Procedures and Guidelines for Selection of Lease-Leaseback Contractor (Education Code §17406) 127-130
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.1.4 Accept ACME Construction Bid Proposal for the (4) 2026 ELOP Projects: Poet Elementary, North Elementary, Freiler Elementary, Jacobson Elementary 131-132
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

- 14.1.5** Accept Proposal from Pro-K12 Consulting & CM Services For McKinley Elementary Modernization Project **133-142**

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 (Second Reading) (Separate Cover) **143-144**

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

- 14.2.2** Acknowledge Revised Administrative Regulation 1312 Uniform Complaint Procedures (Second Reading) (Separate Cover) **145**

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

14.3 Human Resources:

- 14.3.1** Approve a Declaration for a Provisional Internship Permit **146-147**

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

- 14.3.2** Adopt Revisions to Board Policies 4119.1 and 4219.1 and Adopt New Board Policy 4319.1 Civil and Legal Rights (Second Reading) **148-154**

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

- 14.3.3** Approve Resolution 25-17, Authorizing Reduction and Elimination of Particular Kinds of Certificated Services for the 2026-2027 School Year **155-158**

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

- 14.3.4** Adopt Resolution 25-20, Authorizing Reduction or Elimination of Classified Management Services for the 2026-2027 School Year **159-161**

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

- 14.3.5** Approve Resolution 25-18, Criteria for Determining Order of Seniority (Tie-Breaking) in the Case of Certificated Reduction in Force for the 2026-2027 School Year **162-164**

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 March 24, 2026

17.2 April 14, 2026

17.3 April 28, 2026

17.4 May 12, 2026

18. Upcoming Events:

18.1 March 9, 2026 – March 13, 2026

No School, Spring Break

18.2 April 3, 2026 – April 6, 2026

No School, Spring Recess Holiday

18.3 May 25, 2026

No School, Memorial Day

18.4 May 29, 2026

Last Day of School

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

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, February 10, 2025**

- 6:20 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
- 7:03 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#14, 25/26#15, 25/26#18,
3.2.1 25/26#23, 25/26#25
Action: Hawkins, Cheeseman. **Vote:** Yes-7; No-0; Absent-0.
- 6b Report Out of Action Taken on Reinstatements: AR#25-26/#21, AR#25-
3.2.2 26/#22
Action: **Approved. Vote:** Yes-7; No-0; Absent-0.
- 6c Report Out of Action Taken on Early Graduation: TISCS #10330440,
3.2.3 TISCS #10333818, TISCS #10330375, TISCS #10330371, TISCS
#10362147
Action: **Approved. Vote:** Yes-7; No-0; Absent-0.
- 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: **Approved. Vote:** Yes-7; No-0; Absent-0.
- 6e Report Out of Action Taken on Consider Paid/Unpaid Leave of Absence
3.3.2 for Classified Employee #UCL-559
Action: **Approved. Vote:** Yes-7; No-0; Absent-0.
- 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: **Approved. Vote:** Yes-7; No-0; Absent-0.
- 6g Report Out of Action Taken on Consider Revised Non-Paid Leave of
3.3.4 Absence for Classified Employee #UCL-554, Pursuant to Article XXIII
Action: **Approved. Vote:** Yes-7; No-0; Absent-0.
- Minutes:** 7. **Approve Regular Minutes of January 27, 2026.**
Action: Cheeseman, Traina. **Vote:** Yes-7; No-0; Absent-0.
- Audience:** Julie Anaya, Susan Hawkins, Mike Stagnaro, Catey Nasello, Maureen Riley, Monica Hawkins-Peralta, Kaleigh Felisberto, Faye Harris, Eloy Vento, Bob Brownne, Angela Contreras, Martha Romero, Armando Contreras, Jaquelin Romero, Maryury Molasco, David Garcia, Pade Garcia, Leticia Jauregui, Rochelle Moore, Rishaan Lal, Shakiba Moshfeq, Alvin Ablaza, Okaliah Stafford, Robert James, Shyam Nath, Gloria Spikes

Student Rep Reports:

8.1 Kimball High: Sarem Girmai informed February 6th was National Bubblegum Day. They gave free gum to everyone at school hoping to help make others feel better about what is going on in the country. Students also went on a bowling trip to connect with each other outside of school. They celebrated Counselor Appreciation Week by making posters and took pictures with the Counselors to post on Instagram. Athletics have been recognized during the many senior nights that have taken place. He also highlighted the Decision Medicine Program, a summer opportunity designed to encourage high achieving, underprivileged students to choose a career in medicine. For those interested in engineering or manufacturing, the Tesla Manufacturing Development Program is an incredible opportunity. Students get paid to attend community college, earn a degree and are guaranteed a job at the Tesla Fremont facility.

Alternative Education: The representatives were unavailable to attend.

Tracy High: Junior class treasurer, Noor Tatari filled in as the student representative for THS this evening. The GSA is selling Valentines Grams, and the halls are filled with hearts with students' names showing each Bulldog how much they love them at THS. Students have been taking part in various spirit days, ending with a neon party, including a performance by the THS band and the Asian Pacific Islander Club. The campus celebrated winter sports with senior dog pounds and senior nights to close out the season. This year the theme of the prom is Midnight on the Bay to be held at the UC Berkeley Memorial Stadium.

West High: Lucia Noor Behnam along with Nayeli Zamora announced this year's prom theme will be Casino Night. They have their Prom Closet open for students to find their special fit. Winter sports have come to an end and both girls' and boys' soccer teams have made it to playoffs. This week is Slam Jam week ending with a rally. February 19th and 20th WHS is hosting their annual lip sync contest. This past weekend, the Milk and Dairy Quality CTE and the Veterinary Science Quality CTE Teams from FFA traveled to Arbuckle to take part in the Arbuckle Field Day.

8.2 North School: Semaj Graham, Danett Contreras, Gennesis Garcia, Rishaan Lal, Luna Becerra, and Anessa Suarez were the student representatives for North School, a place where students, staff and the community come together. Every Tuesday is team Tuesday and on Wednesdays they dress in career and college wear. They regularly celebrate teamwork and support each other to prepare for future success. They work together to set goals and take part in many activities and clubs. North is an AVID wide campus where they talk about being college and career readiness and even go on college tours. This year they are visiting Stanislaus State. North is a busy campus with 750 students from TK-8th grade. The students are community helpers and stand strong in their beliefs.

Freiler School: ASB students Yalda Moshfeq, Lilly Dickinson, Keira Chance, and Gracie Rowe shared that this year was Art Freiler's 25th anniversary, Leadership assisted with the program. During the anniversary celebration, past and present principals came to speak. They opened a time capsule that was made in 2001. Inside

there were photos, artwork, and notecards about 9/11. They held a tribute run on February 3rd. There are four ASB committees: Activities, Spirit, Communications and Fundraising. They plan events, make announcements, and make posters to promote fundraisers. They hold two Back-to-School dances for the different grade levels, movie nights and holiday celebrations. The Communications Committee sends PowerPoints to the teachers each Friday. Character Counts and Honor Roll assemblies are held to showcase the incredible students at Art Freiler.

Recognition & Presentations:

9.1 Hirsch Elementary School As a returning Principal to Hirsch Elementary after four years, Catey Nasello began the year by surveying the staff to see how she could best support them and to gather ideas for kicking off the school year. Goals included boosting student and staff morale and building relationships with the community and consistent communication. They are off to a great start with a very successful Fun Run and spirit days. Students start the morning with music in the quad followed by the flag salute. Patriot tickets are given to students who are caught exhibiting good character. On Fridays, those tickets are pulled to be a VIP and to choose a friend to sit with at the special table. The two classes with the most spirit get to host a spirit bear in their classroom. A system was developed to ensure students meet expectations in the lunchroom such as cleanliness and behavior. As a staff they know academic scores are also a serious area to improve. They've been working hard on regular collaboration and are strengthening their teams, working with data and their multi-tiered systems of support.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

Hearing of Delegations

11. None.

Public Hearing:

12.1 Administrative & Business Services: None.

Consent Items:

13. Board approval of any agenda item requiring insurance or fingerprint clearance is conditioned upon receipt of appropriate documentation by Tracy Unified.

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

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

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

13.1.3 Approval of Lozano Smith Attorneys at Law as Legal Counsel for Facilities/Business Services

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

13.2 Educational Services:

- 13.2.1 Approve Agreement for Consulting Services MOU with California Association for Bilingual Education CAFE for the Planning and Implementation of DLI Dual Language Immersion Program
- 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
- 13.2.3 Approve Agreement with the University of the Pacific for a Five-Week Summer Academy (Reach for the Stars STEM Academy)
- 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
- 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

Shyam Nath spoke regarding dual enrollment. He has a student at West High and another that graduated from Kimball High with an associate's degree. His son is part of the Early College Start. Classes are online and they are saved a seat at Delta College while they are attending high school. He is in favor of dual enrollment; the students get a great boost when they apply for UC's. This program can help students with college placement and in their careers.

Dr. Darlene Willis serves as the executive director for the College Bound Academy Programs. One of the number one topics they face are questions regarding dual enrollment. Other districts offer this and they see a big difference. Having access to these opportunities is so important, it is just as important as AP courses. Students shouldn't have to choose and it provides access. This is something that is talked about in the College Bound Academy Programs with parents and students.

- 13.2.6 Approve Dual Enrollment and College Early Start Courses to Begin During 2026-2027 School Year
 - 13.2.7 Approve Agreement for Contract Services between the City of Tracy and Tracy Unified for DARE Supplies
 - 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
 - 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
- 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** Cast Ballot for CSBA 2026 Delegate Assembly Election

Action: Selections were made per the amended ballot provided by CSBA. Motions were made to cast a ballot for Pete Carlson, David Pombo, and Victoria Lenderman. Fagin, Secker. **Vote:** Yes-7; No-0; Absent-0.

14.2 Educational Services:**14.2.1** Adopt Revised/New Board Policies and Acknowledge Administrative Regulations Impacted by AB 495 (First Reading) (Separate Cover)

Action: Traina, Alexander. **Vote:** Yes-7; No-0; Absent-0.

14.2.2 Acknowledge Revised Administrative Regulation 1312 Uniform Complaint Procedures (First Reading)

Action: Alexander, Cheeseman. **Vote:** Yes-7; No-0; Absent-0.

14.2.3 Approve Agreement for Contract Services between the City of Tracy and Tracy Unified for School Resources Officers

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

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)

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

14.3.2 Adopt New Board Policy 4113.5 Working Remotely (Second Reading)

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

Board Reports:

Trustee Traina said the students did a great job and she thanked Hirsch Elementary for showing the positivity in all that is happening on campus. Trustee Secker also said it was great to hear from Hirsch and the students at North and Freiler. He attended the anniversary celebration at Freiler, it was nice to see the history of the school. Last week, Associate Superintendent, Tania Salinas, and Facilities Director, Eloy Vento, gave a presentation to the Breakfast Lions, sharing big changes that are happening at TUSD. Trustee Cheeseman loves it when the students are here speaking, it is a great experience for them, and they all did a wonderful job. She appreciates the feedback received regarding dual enrollment and the personal account of the students' progress. It is encouraging to hear these things. Trustee Hawkins was happy to see so many people stay for the duration of the meeting. Trustee Alexander is happy that TUSD will now offer dual enrollment. Trustee Fagin enjoyed the presentations; they all did a great job. Dr. Willis, with College Bound, brought up a great point, that some are geared towards advanced placement classes and some better suited for dual enrollment. Trustee Silcox passed on comment.

Superintendent Report:

Dr. Pecot welcomed Ms. Nasello back and commended Freiler and North for their great presentations. We have a great relationship with the Tracy Police Department, and work closely with the SRO's. He is appreciative of the renewed agreement to continue keeping our campuses safe. Ms. Faye Harris was in attendance, Dr. Pecot pointed out that she dresses up every day as a historical character for Black History Month. Dr. Pecot enjoys attending the college bound meetings. For years Mr. Nath has asked when the district would offer dual enrollment. He is happy to now be able

to inform him and others that we are moving ahead. Dr. Boswell and Julie Anaya have done a lot of work with this. They have also been working with TEA and President Irizarry and will continue to for dual enrollment.

Adjourn: 7:57 PM

Clerk

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 3, 2026
SUBJECT: Recognize the Outstanding Employees of the Winter Term for the 2025-26 School Year

BACKGROUND: Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of two administrators; one classified/confidential representative, two certificated representatives, and one classified representative review the nominations, and make the selections.

RATIONALE: The employees who are selected are recognized by the School Board and are recognized at their school sites in various ways. At the end of the year, the nominations of the employees who have received recognition as Outstanding Employees of the Term, in each category, are reviewed and one employee, in each category, is selected as Outstanding Employee of the Year.

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

FUNDING: There is no fiscal impact.

RECOMMENDATION: Recognize Jeanette Tober, Math & EL Coordinator Tracy High School (Certificated 9-12), Kayla Tolle 6th Grade Teacher North School (Certificated 6-8), and Kelly Martino Teacher Librarian at Central and Jacobson Elementary Schools (Certificated K-5) as Outstanding Certificated Employees; Marta Marquez Registrar at Tracy Independent Study Charter School (Classified 9-12), Tasha Mathews Clerk Typist II in Ed Services (Classified 6-8), and Amanda Castillo Paraeducator II Poet School (Classified K-5) as Outstanding Classified Employees, and Juan Lopez Principal South West Park Elementary School as the Outstanding Management Employee of the Winter Term for the 2025-26 school year.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 14, 2026
SUBJECT: Receive Report on the Mid-Year LCAP Update for the 2025-2026 Local Control Accountability Plan

BACKGROUND: Senate Bill 114 (2023), added a requirement for LEAs to present a mid-year report on the annual update to the Local Control Accountability Plan (LCAP) and Budget Overview for Parents BOP on or before February 28th each at a regularly scheduled meeting of governing board or body of the LEA. The report must include the following:

1. All available mid-year outcome data related to metrics identified in the current LCAP; and
2. All available mid-year expenditure and implementation data on all actions identified in the current LCAP.

RATIONALE: In order to meet these State and Federal reporting requirements, the Mid-Year report on the annual update to the 2025-2026 LCAP plans are attached to this Agenda Item for informational purposes. This agenda item directly supports and funds District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, Goal #2: Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential, and Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals

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

RECOMMENDATION: Receive Report on the Mid-Year LCAP Update for the 2025-2026 Local Control Accountability Plan.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Supt of Ed Services
DATE: February 2, 2026
SUBJECT: Receive Report on the Mid-Year Tracy Charter School LCAP Update for the 2025-2026 Local Control Accountability Plan

BACKGROUND: Senate Bill 114 (2023), added a requirement for LEAs to present a mid-year report on the annual update to the Local Control and Accountability Plan (LCAP) and Budget Overview for Parents (BOP) on or before February 28 each at a regularly scheduled meeting of the governing board or body of the LEA. The report must include the following:

1. All available midyear outcome data related to metrics identified in the current LCAP; and,
2. All available mid-year expenditure and implementation data on all actions identified in the current LCAP.

RATIONALE: In order to meet these new State and Federal reporting requirements, the Mid-Year report on the annual update to the 2025-2026 LCAP plans are attached to this Agenda Item for informational purposes. This agenda item directly supports and funds District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, Goal # 2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential, and Goal # 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

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

RECOMMENDATION: Receive Report on the Mid-Year Tracy Charter School LCAP Update for the 2025-2026 Local Control Accountability Plan.

Prepared by: Annabelle Lee, Principal of Tracy Independent Study Charter School.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: February 10, 2026
SUBJECT: **Authorize the Director of Food Services to Solicit Proposals for Food and Non-Food Items for the 2026/2027 School Year**

BACKGROUND: Tracy Unified School District Food Services Department plans to purchase food and non-food items valued at greater than \$350,000.00 for the 2026-2027 school year; therefore, a formal procurement process is required to ensure compliance with the state and federal purchasing guidelines. The deadline for vendors to submit proposals is April 17, 2026, at 4:00 pm at the District Education Center.

RATIONALE: Approval of this agenda item gives authorization to the Director of Food Services to solicit proposals for food and non-food items to ensure best value, lowest prices, and that the proposal meets all state and federal procurement guidelines.

FUNDING: Funding for purchases is through the Food Services department budget, using Cafeteria Fund 13.

RECOMMENDATION: Authorize the Director of Food Services to Solicit Proposals for Food and Non-Food Items for the 2026-2027 School Year.

Prepared by: Brandy Campbell, Director of Food Services



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: February 10, 2026
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2025/26 School Year**

BACKGROUND: The District recognizes the importance of having parent support/booster clubs that enhance and assist in furthering the educational opportunities of students. Community support organizations (CSO's) such as Parent Teacher Clubs, Parent Teacher Associations, Athletics Boosters, Band Boosters, Advisory Groups, and any other organizations approved by the Board, promote, encourage, and support the approved academic, co-curricular, and extracurricular activities of the district. The attached document reflects the current status of active School Connected Organizations for the current year. Those groups approved by prior Board Action are indicated as *Approved*. Those being submitted for current approval are indicated as *Recommended for Approval*. Those groups that have indicated an interest in approval, but have not yet met all approval requirements, are indicated as *Pending*. In addition to the status of *Approved*, *Recommended for Approval*, and *Pending*, each organization is marked as being either *Current* or *Revoked*. *Current* means the organization has submitted a current reconciled bank statement within the past two months and all other documentation is adequate. *Revoked* means the organization has failed to submit a current reconciled bank statement within the past two months, other documentation is inadequate, or some other condition exists for which additional compliance steps are required.

RATIONALE: Acceptance of this item indicates endorsement by the School Board of the current status of each recognized School Connected Organization or Booster Club in order to meet the District's strategic goal: strategic goal #5 – Continuously improve fiscal, facilities and operational processes.

FUNDING: There are no financial obligations associated with this agenda however, sites and departments of the District may incur responsibilities and costs associated with donations made through the (CSO's) fundraising endeavors.

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

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



2025/2026 School-Connected Organization Booster Clubs

Organization	Status	Reviewed Bank Statements
209 Tracy High Wrestling Booster Club	<i>Approved</i>	<i>Current</i>
Bohn PTO	<i>Approved</i>	<i>Current</i>
Freiler Staff Parent Association	<i>Approved</i>	<i>Current</i>
George Kelly PTO	<i>Approved</i>	<i>Current</i>
Hirsch PTO	<i>Approved</i>	<i>Current</i>
Homefield Advantage Athletic Booster Club	<i>Approved</i>	<i>Current</i>
Jacobson Staff Parent Association	<i>Approved</i>	<i>Current</i>
Kimball High Jags Track & XC	<i>Recommended for approval</i>	<i>Current</i>
Kimball High Music Booster Club	<i>Approved</i>	<i>Current</i>
Kimball High PTSA	<i>Approved</i>	<i>Current</i>
Kimball High Quarterback and Cheer Booster Club	<i>Approved</i>	<i>Current</i>
Neylan Theatre Booster Club	<i>Approved</i>	<i>Current</i>
North School Parent Club	<i>Approved</i>	<i>Current</i>
Poet PTSA	<i>Approved</i>	<i>Current</i>
South/West Park Parent Club	<i>Approved</i>	<i>Current</i>
Tracy Bulldog Band Booster	<i>Approved</i>	<i>Current</i>
Tracy High Baseball Booster	<i>Approved</i>	<i>Current</i>
Tracy High Cheer Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Dance Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Football Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Girls Basketball Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Softball Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
West High Music Booster Club	<i>Approved</i>	<i>Current</i>
West High Theatre Booster Club	<i>Approved</i>	<i>Current</i>
Williams - PAWSS	<i>Approved</i>	<i>Current</i>



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: February 4, 2026
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

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

1. Kimball High School Music Boosters Inc. –\$820.00, check #2052. Donation to be used towards transportation and fees for music events.

Donations Received by South/West Park Elementary School/Tracy Unified School District:

1. DonorsChoose.org – The value of this donation is approximately \$200.00. The school supply donation is as follows: 6 Sets, 18 Pieces, White Kids Lab Coats Bulk Children Girl Doctor Scientist Costume Lab Coat with Goggles Card Holder.

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 24, 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 building portfolio of facility improvement and modernization projects across multiple campuses. These efforts include new construction, modernization of aging infrastructure, safety and security upgrades. 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.

RATIONALE: The district is recommending the approval of attorney for 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

FUNDING: 25 Capital Facilities, 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.



PROFESSIONAL RATE SCHEDULE FOR TRACY UNIFIED SCHOOL DISTRICT

HOURLY PROFESSIONAL RATES

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

Partner**/ Senior Counsel/ Of Counsel	\$ 350 - \$ 410 per hour
Associate	\$ 275 - \$ 340 per hour
Paralegal/ Law Clerk	\$ 225 - \$ 300 per hour
Consultant	\$ 125 - \$ 395 per hour

* 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

Partner/ Senior Counsel/ Of Counsel	\$ 450 per hour
Associate	\$ 375 per hour
Paralegal/ Law Clerk	\$ 225 per hour

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

Facsimile	No Charge
Copying and Printing	\$0.25 per page
Postage	Actual Usage
Mileage	IRS Standard

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



PROFESSIONAL RATE SCHEDULE FOR TRACY UNIFIED SCHOOL DISTRICT

HOURLY PROFESSIONAL RATES

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

Partner**/ Senior Counsel/ Of Counsel	\$ 350 - \$ 410 per hour
Associate	\$ 275 - \$ 340 per hour
Paralegal/ Law Clerk	\$ 225 - \$ 300 per hour
Consultant	\$ 125 - \$ 395 per hour

* 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

Partner/ Senior Counsel/ Of Counsel	\$ 450 per hour
Associate	\$ 375 per hour
Paralegal/ Law Clerk	\$ 225 per hour

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

Facsimile	No Charge
Copying and Printing	\$0.25 per page
Postage	Actual Usage
Mileage	IRS Standard

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

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 Elroy Vazquez	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED 2/10/26	DATE EXECUTED 12/19/2025



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: February 3, 2026
SUBJECT: Approve Accounts Payable Warrants (January 2026)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (January 2026).

Prepared by: Lori Nelson, Director of Financial Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: February 3, 2026
SUBJECT: Approve Payroll Reports (January 2026)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (January 2026).

Prepared by: Lori Nelson, Director of Financial Services.

Pay Date 01/09/2026

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	627,599.69	Teachers' Salaries
		1200	755.07	Cert Pupil Support Salaries
		1300	1,712.22	
		1900	7,326.64	Other Certificated Salaries
		1999	0.00	1000 Salary Payroll Errors
		2100	75,772.22	Instructional Aides' Salaries
		2200	150,875.65	Classified Support Salaries
		2400	26,637.28	Clerical & Office Salaries
		2900	12,424.29	Other Classified Salaries
		Total Labor	903,103.06	
Fund	01	SACS Object	Amount	
		3101	84,761.92	STRS On 1000 Salaries
		3102	2.55	STRS On 2000 Salaries
		3202	9,019.23	PERS On 2000 Salaries
		3301	11,513.16	
		3302	14,101.55	
		3501	318.96	State Unemploy On 1000 Salary
		3502	132.16	State Unemploy On 2000 Salary
		3601	10,937.55	Worker'S Comp Ins On 1000 Sal
		3602	4,559.55	Worker'S Comp Ins On 2000 Sal
		Total Contributions	135,346.63	
Fund	09	SACS Object	Amount	
		2100	1,156.20	Instructional Aides' Salaries
		Total Labor	1,156.20	
Fund	09	SACS Object	Amount	
		3202	309.98	PERS On 2000 Salaries
		3302	88.44	
		3502	0.58	State Unemploy On 2000 Salary
		3602	19.84	Worker'S Comp Ins On 2000 Sal
		Total Contributions	418.84	
Fund	11	SACS Object	Amount	
		1100	11,493.21	Teachers' Salaries
		1200	755.07	Cert Pupil Support Salaries
		2400	25.30	Clerical & Office Salaries
		Total Labor	12,273.58	

Fund 11	SACS Object	Amount	
	3101	1,545.47	STRS On 1000 Salaries
	3301	177.58	
	3302	1.94	
	3501	6.13	State Unemploy On 1000 Salary
	3502	0.01	State Unemploy On 2000 Salary
	3601	210.18	Worker'S Comp Ins On 1000 Sal
	3602	0.43	Worker'S Comp Ins On 2000 Sal
	Total Contributions	1,941.74	

Fund 12	SACS Object	Amount	
	1100	230.42	Teachers' Salaries
	2100	10,483.66	Instructional Aides' Salaries
	Total Labor	10,714.08	

Fund 12	SACS Object	Amount	
	3202	1,414.71	PERS On 2000 Salaries
	3301	17.63	
	3302	562.40	
	3501	0.12	State Unemploy On 1000 Salary
	3502	5.27	State Unemploy On 2000 Salary
	3601	3.95	Worker'S Comp Ins On 1000 Sal
	3602	179.89	Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,183.97	

Fund 13	SACS Object	Amount	
	2200	17,552.38	Classified Support Salaries
	Total Labor	17,552.38	

Fund 13	SACS Object	Amount	
	3202	1,956.84	PERS On 2000 Salaries
	3302	782.40	
	3502	8.78	State Unemploy On 2000 Salary
	3602	301.18	Worker'S Comp Ins On 2000 Sal
	Total Contributions	3,049.20	

Pay Date 01/30/2026

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	6,171,364.39	Teachers' Salaries
	1200	778,776.97	Cert Pupil Support Salaries
	1300	741,268.21	Cert Suprvrs' & Admins' Sal
	1900	217,222.40	Other Certificated Salaries
	1999	0.00	1000 Salary Payroll Errors
	2100	1,016,476.79	Instructional Aides' Salaries
	2200	1,333,175.13	Classified Support Salaries
	2300	298,587.61	Class Suprvrs' & Admins' Sal
	2400	664,113.38	Clerical & Office Salaries
	2900	76,274.89	Other Classified Salaries
	Total Labor	11,297,259.77	

Fund 01	SACS Object	Amount	
	3101	1,430,122.04	STRS On 1000 Salaries
	3102	13,962.50	STRS On 2000 Salaries
	3201	93,181.63	PERS On 1000 Salaries
	3202	875,088.57	PERS On 2000 Salaries
	3301	129,631.66	
	3302	244,867.09	
	3401	745,015.03	
	3402	398,145.88	
	3501	3,954.23	State Unemploy On 1000 Salary
	3502	1,692.30	State Unemploy On 2000 Salary
	3601	135,711.60	Worker'S Comp Ins On 1000 Sal
	3602	58,148.75	Worker'S Comp Ins On 2000 Sal
	3701	78,240.78	
	3702	35,707.85	
	3901	140.88	
	Total Contributions	4,243,610.79	

Fund 09	SACS Object	Amount	
	1100	223,628.21	Teachers' Salaries
	1200	12,270.00	Cert Pupil Support Salaries
	1300	11,682.51	Cert Suprvrs' & Admins' Sal
	2400	15,980.84	Clerical & Office Salaries
	Total Labor	263,561.56	

Fund 09	SACS Object	Amount	
	3101	47,287.84	STRS On 1000 Salaries
	3202	4,284.46	PERS On 2000 Salaries
	3301	3,307.39	
	3302	1,180.56	
	3401	20,788.80	
	3402	2,509.97	
	3501	123.80	State Unemploy On 1000 Salary
	3502	7.99	State Unemploy On 2000 Salary
	3601	4,248.43	Worker'S Comp Ins On 1000 Sal
	3602	274.23	Worker'S Comp Ins On 2000 Sal
	Total Contributions	84,013.47	

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

Fund 11	SACS Object	Amount	
	3101	13,224.52	STRS On 1000 Salaries
	3202	3,489.77	PERS On 2000 Salaries
	3301	948.11	
	3302	984.89	
	3401	5,158.76	
	3402	1,418.98	
	3501	34.62	State Unemploy On 1000 Salary
	3502	6.53	State Unemploy On 2000 Salary
	3601	1,188.13	Worker'S Comp Ins On 1000 Sal
Fund 12	3602	223.35	Worker'S Comp Ins On 2000 Sal
	Total Contributions	26,677.66	
Fund 12	SACS Object	Amount	
	2100	61,094.61	Instructional Aides' Salaries
	2300	6,346.88	Class Suprvsrs' & Admins' Sal
	2400	6,890.91	Clerical & Office Salaries
	Total Labor	74,332.40	
Fund 12	SACS Object	Amount	
	3102	718.53	STRS On 2000 Salaries
	3202	15,644.40	PERS On 2000 Salaries
	3302	4,849.07	
	3402	2,923.20	
	3502	37.18	State Unemploy On 2000 Salary
	3602	1,275.53	Worker'S Comp Ins On 2000 Sal
Fund 13	Total Contributions	25,447.91	
Fund 13	SACS Object	Amount	
	2200	236,835.69	Classified Support Salaries
	2300	51,811.09	Class Suprvsrs' & Admins' Sal
	2400	21,766.61	Clerical & Office Salaries
	Total Labor	310,413.39	
Fund 13	SACS Object	Amount	
	3202	76,062.15	PERS On 2000 Salaries
	3302	22,078.05	
	3402	25,261.36	
	3502	155.27	State Unemploy On 2000 Salary
	3602	5,326.66	Worker'S Comp Ins On 2000 Sal
Fund 13	Total Contributions	128,883.49	



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: February 3, 2026
SUBJECT: **Approve Revolving Cash Fund Reports (January 2026)**

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (January 2026).

Prepared by: Lori Nelson, Director of Financial Services.

02/02/26

TUSD
REVOLVING CASH FUND
January 2026

Date	Num	Name	Memo	Paid Amount
01/21/2026		Kari Cabrera		
TOTAL				0.00
01/21/2026		Kari Cabrera		
TOTAL				0.00
01/14/2026	10241	Olive Garden	1/15/25 Staff Development Order PO26-02087	
			01-0000-0-1110-2140-4300-800-1009	-231.09
TOTAL				-231.09
01/21/2026	10243	Kari Cabrera	2-10-26 supp late timesheets	
			2-10-26 supp late timesheets	-550.08
TOTAL				-550.08
01/30/2026	10244	CCEA Plus	David Valloton CCEA Conference Registratio...	
			01-0000-0-1110-2100-5200-810-2208	-949.00
			01-0000-0-1110-2100-5200-810-2208	-80.00
TOTAL				-1,029.00



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: February 6, 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 24, 2026**

A.

Vendor:	Informed K12, Inc.
Sites:	District Wide
Item:	Agreement
Services:	This item was previously presented to the Board on January 27, 2026, in the amount of \$33,575.00. The vendor later identified an error in the contract amount, the corrected total cost is \$41,278.50.
Cost:	\$41,278.50 (FY 2025–26; Implementation Fees Waived)
Project Funding:	District's Unrestricted Ending Fund Balance

B.

Vendor:	The Sign Guys
Sites:	Tracy High School
Item:	Proposal
Services:	Purchase of New Video Display for Football Field
Cost:	\$314,212.00
Project Funding:	Site Funds

C.

Vendor:	Tremco
Sites:	Stein High School
Item:	Proposal
Services:	Patch and repair the portable roof
Cost:	\$24,850.00
Project Funding:	Fund 24



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: February 2, 2026
SUBJECT: Approve Agreement for Contract Services Between School Yard Rap and Tracy Unified School District to Provide Afterschool Enrichment at ELOP Sites

BACKGROUND: The expanded Learning Opportunities Program (ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities – California Ed. Code (EX) Section 46120. School Yard Rap was founded in 2015 and specializes in creating educational content and curriculum through the lens of history. School Yard Rap’s mission is to drastically improve the educational experiences of learners of all ages by providing curriculum, content, music, and professional development that uplifts the narratives of minorities.

RATIONALE: This contract ensures all students in the afterschool program in grades K-8 will be provided access to a School Yard Rap Community Showcase, African Americans in STEAM assemblies, and a digital library of curriculum and books.

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

FUNDING: The cost of this contract is not to exceed \$103,000.00 and will be funded through the Expanded Learning Opportunities Program (ELO-P).

RECOMMENDATION: Approve Agreement for Contract Services Between School Yard Rap and Tracy Unified School District to Provide Afterschool Enrichment at ELOP Sites.

Prepared by: Rocio Garcia, Director of ELOP & 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 School Yard Rap _____, 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 one School Yard Rap Community Showcase,
(2) 45 minute assemblies for (13) school sites, and 5 week access to curriculum and books. The following school sites will have
in-person assemblies: Monte Vista, Williams, Art Freiler, George Kelly, North, Poet Christian, Bohn, Central, Hirsch,
Jacobson, McKinley, South West Park, and Villalobovoz.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 25 () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location listed above.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 103,000.00 per [] **HOUR** [] **DAY** ☒ **FLAT RATE**, not to exceed a total of \$ 103,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] **SHALL** ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [] **MONTHLY PROGRESS BASIS** ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on March 1, 2026, and shall terminate on April 1, 2026.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Rocio Garcia, at (209) 830-3294 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
86-1338079
IRS Identification Number
Brandon Brown- CEO
Title
1570 N. Wishon Ave Fresno, CA 93728
Address

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: February 3, 2026
SUBJECT: Approve the Purchase of Marzano Professional Development Resources for District and Site Administrators

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

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

RATIONALE: In order to continue this process, we are seeking Governing Board approval to purchase resource books from Marzano to coincide with Dr. Phil Warrick's Professional Learning Sessions on the topic of *Five Big Ideas for Leading a High Reliability School*, on April 15, May 12th, and May 13, 2026. At these trainings, Dr. Warrick will instruct District Leaders on the HRS Frameworks:

This Agenda Item meets TUSD Goal #2 - Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost, not to exceed \$6,000.00, will be funded by A-G, 7412.

RECOMMENDATION: Approve the Purchase of Marzano Professional Development Resources for District and Site Administrators.

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



MARZANO Resources

555 North Morton St
Bloomington IN 47404
United States

Phone: 888-849-0851
Fax: 866-801-1447

www.MarzanoResources.com

Quote

#QM105065

2/2/2026

Bill To

Tracy Unified School District
1875 W Lowell Ave
Tracy CA 95376
United States

Ship To

Tracy USD Warehouse
1975 W Lowell Ave
Attn: Michael Bunch
Tracy CA 95376
United States

TOTAL

\$5,719.61

Prices subject to change without notice.

PO #	Terms	Customer ID	Shipping Method
	Net 30	164513	Cat Grd Comm PS MR

Item	Rate	Quantity	Extension
BKF844 Handbook for the New Art and Science	\$50.95	20	\$1,019.00
Books Discount	(40.00%)		(\$407.60)
BKF776 New Art and Science of Teaching	\$42.95	5	\$214.75
Books Discount	(40.00%)		(\$85.90)
BKF811 New Art and Science of Teaching Reading	\$45.95	20	\$919.00
Books Discount	(40.00%)		(\$367.60)
BKL050 Teaching Basic, Advanced, and Academic Vocabulary	\$48.95	20	\$979.00
Books Discount	(40.00%)		(\$391.60)
BKL045 Handbook for Developing and Using Proficiency Scales	\$45.95	20	\$919.00
Books Discount	(40.00%)		(\$367.60)
BKL001 Designing & Teaching Learning Goals & Ob	\$40.95	20	\$819.00
Books Discount	(40.00%)		(\$327.60)
BKL030 Educator's Guide to Schoolwide PBIS	\$45.95	20	\$919.00
Books Discount	(40.00%)		(\$367.60)
BKL029 Designing Effective Classroom Management	\$40.95	20	\$819.00
Books Discount	(40.00%)		(\$327.60)
BKL018 Questioning Sequences in the Classroom	\$40.95	20	\$819.00
Books Discount	(40.00%)		(\$327.60)
BKL033 Close Reading in the Secondary Classroom	\$40.95	20	\$819.00
Books Discount	(40.00%)		(\$327.60)



MARZANO Resources

555 North Morton St
Bloomington IN 47404
United States

Phone: 888-849-0851
Fax: 866-801-1447

www.MarzanoResources.com

Quote

#QM105065
2/2/2026

This quote is provided to assist you in either issuing a purchase order or in sending a check in payment for the resource(s) listed. We will ship as soon as possible after receipt of your purchase order or payment. Please send your purchase order to Orders@SolutionTree.com.

Price assumes resource(s) shipped FedEx Ground.

PLEASE NOTE:

If you are tax exempt, kindly send a copy of your tax exempt form to Orders@SolutionTree.com to avoid being charged tax.
Thank you.

Discount rate contingent upon receipt of a PD coupon or executed PA, at or before the time of purchase. If this documentation is not received, the PD coupon discount cannot be honored, and our standard quantity discount will instead apply.

Effective June 11, 2019, Marzano Research LLC has changed its name to Marzano Resources LLC. Please update your records accordingly. For more information or to obtain an updated W-9, please visit www.MarzanoResources.com.

Subtotal	Sales Tax Total	Shipping Cost	Total
\$4,947.45	\$435.91	\$336.25	\$5,719.61



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 30, 2026
SUBJECT: Approve Agreement for Contract Services Between the Eco Hero Show and George Kelly School during the 2025-2026 School Year

BACKGROUND: The Eco Hero show is a high-energy assembly for schools that use music and storytelling to teach students about sustainability. It provides factual and practical tips on how students can make a difference for the environment at school and at home.

RATIONALE: Hosting an assembly to promote environmental learning provides education for students to care for the environment and understand how pollution affects the planet. This aligns with George Kelly's Goal #2 (Provide a safe and equitable learning environment through parent involvement). This event also aligns perfectly to the district emphasis on STEM education.

FUNDING: No cost

RECOMMENDATION: Approve Agreement for Contract Services Between the Eco Hero Show and George Kelly School during the 2024-2024 School Year.

Prepared by: Brittani Ryan, Principal, George Kelly Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and The Eco Hero Show, 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: Preform an assembly for students to teach them about the ecosystem, conservation, and teach them how to care for the environment at home and school.

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

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

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

- a. District shall pay \$0.00 per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$0.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [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 [] 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 April 7, 2026, and shall terminate on April 7, 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, Brittani Ryan, at (209) 8303390 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:

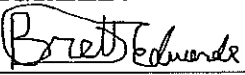
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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:

	CEO
Contractor Signature	Title
82-2240591	
IRS Identification Number	
The EcoHero Show, LLC	
Title	
2012 W. Alluvial, Fresno, CA 93711	
Address	

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

INVOICE

The EcoHero Show LLC
2012 W. Alluvial
Fresno, CA 93711

billing@ecoheroshow.com
+1 (888) 482-3885
www.ecoheroshow.com



Bill to

George Kelly Elementary (Tracy)
535 Mabel Josephine Dr.
Tracy, CA 95377 USA

Ship to

George Kelly Elementary (Tracy)
535 Mabel Josephine Dr.
Tracy, CA 95377 USA

Invoice details

Invoice no.: 3594

Terms: Net 30

Invoice date: 01/19/2026

Due date: 02/18/2026

#	Service Date	Product/Service	Description	Qty	Rate	Amount
1.		Performances	The EcoHero Show In-Person Whole School Assembly for George Kelly Elementary, 04/07/2026	1	\$0.00	\$0.00

Total \$0.00

Ways to pay

BANK

View and pay



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 Contract Services Between Mobile Ed STEAM Museum and George Kelly School During the 2025-2026 School Year

BACKGROUND: Mobile Ed's STEAM Museum brings an engaging, hands-on learning experience directly to our campus. The program transforms a gym or multi-purpose room into an interactive children's museum featuring stations in robotics, virtual reality, 3D printing, art, engineering, and more. It offers students a chance to explore STEAM concepts in a fun, accessible way while also helping schools avoid the costs and logistics of off-site field trips.

RATIONALE: Hosting STEAM museum fosters curiosity and excitement for Science, Technology, Engineering, Art, and Math (STEAM) through engaging, hands-on activities. It provides families with a unique opportunity to connect with their students' learning, strengthening the home-school partnership. By creating an interactive and fun environment, the event encourages exploration, critical thinking, and a lifelong love for science. This aligns with George Kelly's Goal #2 (Provide a safe and equitable learning environment through parent involvement). This event also aligns perfectly to the district emphasis on STEM education.

FUNDING: The cost not to exceed \$1795.00, will be funded using George Kellys site budget (\$1,000) and Title 1 funds (\$795.00).

RECOMMENDATION: Approve Agreement for Contract Services between Mobile Ed STEAM Museum and George Kelly School during the 2025-2026 School Year.

Prepared by: Brittani Ryan, Principal, George Kelly Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide a STEAM museum for all grade levels with stations that include robots, virtual reality, 3D printing, art, engineering, etc. Hands-on activities for students and families.

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

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

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

- a. District shall pay \$ 1,795.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 1,795.00. 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 April 28, 2026, and shall terminate on April 28, 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, Brittani Ryan, at (209) 830-3390 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:

Linda Hartmann<sup>Digitally signed by Linda Hartmann
Date: 2026.01.27 16:15:35 -05'00'</sup>

Contractor Signature Title

38-2463141

IRS Identification Number

Office Administrator

Title

26018 West Seven Mile Road

Address

Redford, MI 48240

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: February 3, 2025
SUBJECT: Approve Agreement for Special Contract Services with Quest Science Center at Monte Vista Middle School During the 2025-2026 School Year

BACKGROUND: The mission of Quest Science Center is, “to inspire & nurture everyday exploration for lifelong engagement with science & technology.” The center is dedicated to “fostering inclusion and to creating a welcoming experience, so people of all ages and backgrounds feel a sense of belonging & excitement in the exploration of science.” By providing interactive exhibits, community outreach, and educational programs, Quest Science Center works to make science accessible and engaging to students and their families. Quest Science Center has already implemented multiple events at Tracy Unified School District schools to help our school communities experience science and technology using a curiosity-driven approach to learning.

RATIONALE: This is an extended learning opportunity that aligns with the district’s focus on STEM education as well as Monte Vista Middle School’s Strategic Goal #1 (Prepare all students for college and careers and ensure all students meet grade-level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports.) The projected outcome is to provide a dedicated event for hands-on, interactive science experiences that complement the district’s STEM curriculum. Through our collaboration with Quest Science Center, we hope to foster a stronger connection with students and families and a greater interest in science exploration gained through STEM activities.

FUNDING: This contract is to be paid with Title 1 funding. The contract will not exceed \$2000.

RECOMMENDATION: Approve Agreement for Special Contract Services with Quest Science Center at Monte Vista Middle School during the 2025-2026 School Year.

Prepared by: Ms. Heather Reyburn, Monte Vista Middle School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Quest Science Center will organize and facilitate the Family Engineering Explorations event on March 26, 2026 from 5-7 pm.

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

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

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

- a. District shall pay \$2,000.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$2000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on March 26, 2026, and shall terminate on March 26, 2026.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Heather Reyburn, at (209) 830-3340 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:

	CEO
Contractor Signature	Title
Monya Lane, 2/3/2026	
IRS Identification Number	
82-4865787	
Title	
Quest Science Center	
Address	
PO Box 2129	
Livermore, CA 94551	

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



Engineering Explorations Event Contract

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

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

1. School/Organization Information

School/Organization Name: Monte Vista Middle School

School District (if applicable): TUSD

Contract Contact

Name: Heather Reyburn

Email: hreyburn@tusd.net

Phone Number: 209-830-3340

Event Coordinator (if different)

Name: _____

Phone Number: _____

2. Event Details

Date: 3-26-2026 Start Time: 5:00 PM End Time: 7:00 PM

Address: 751 W. Lowell Ave., Tracy, CA 95376

Estimated Number of Attendees: 250

3. Quest Science Center Event Responsibilities

Quest Science Center agrees to provide the following:

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

4. School/Organization Event Responsibilities

Monte Vista Middle School agrees to provide the following:

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

- 2-4 tables per activity (~32 total)
- 2+ teen or adult volunteers per activity (16+ total), If there are not enough volunteers to manage the activities safely, the number of activities will be reduced.
- Event supervision, safety, and cleanup
- Access to bathrooms for attendees
- Event promotion & permits

5. Payment Responsibilities

- A payment of \$2,000.00 must be received within 30 days of booking or 30 days before the event, whichever comes first. If the school or district requires additional consultant documentation or agreements, it must be completed before signing this Contract.
- Payment Methods: Check, credit card, PayPal, or Bill.com (processing fees of 2-3% apply for credit card and electronic payments)
- Mail Checks to: Quest Science Center, PO Box 2129, Livermore, CA 94551
- Quest Science Center is a 501(c)(3) non-profit organization (EIN: 82-4865787).

6. Cancellations and Date Changes

- Cancellations:
 - Up to 30 days before the event: Full refund, minus a \$100 fee
 - 30-10 days before the event: 50% refund
 - Less than 10 days before the event: No refund
- Requests for date or time changes must be made at least 10 days before the event with a \$100 administrative fee. New dates must fall within the same school year.
- Quest Science Center reserves the right to cancel or modify events due to health, safety, or compliance requirements. If canceled by Quest, any pre-paid amounts will be refunded.
- Quest Science Center is not responsible or liable for any losses or damages incurred by Monte Vista Middle School or any other party arising out of any such cancellation or modification of the event.

7. Program Details and Attendance Limit

Program Details: Please review event dates, times, and program title. Notify us within 72 hours of any errors.

Maximum Attendance: To ensure safety and quality, attendance is capped at 800. Additional attendees beyond the maximum may not be admitted without prior planning.

8. Intellectual Property

Quest Science Center retains all rights, title, and interest in any intellectual property associated with the program. Intellectual property rights are not transferred.

9. Force Majeure

Neither party will be held liable for delays, failures in performance, or interruptions due to uncontrollable events, such as natural disasters, civil disturbances, or pandemics. If performance is delayed by more than 30 days, Quest Science Center may terminate this Contract with written notice.

10. Indemnification

Monte Vista Middle School agrees to defend, indemnify, and hold Quest Science Center, its employees, volunteers, and board members harmless from all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Contract by Monte Vista Middle School, its representatives, or the attendees of the event.

11. Insurance

Quest Science Center will maintain self-insurance coverage for the event.

12. Signature and Acknowledgment

The undersigned is duly authorized by the two organizations to sign this contract and accept the terms of this agreement.

Monte Vista Middle School

Signature: _____

Name and Title: _____

Date: _____

Phone Number: _____

Quest Science Center

Signature: Monya G. Lane _____

Name and Title: Monya Lane, Chief Executive Officer

Date: 1-22-2026

Phone Number: 925-784-6150

The Contract must be signed by authorized officials and returned to Quest Science Center to be valid. Email completed Contract to explorations@quest-science.org.

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

INVOICE



Invoice #: 1487
Invoice Date: 01/22/26
Amount Due: \$2,000.00

Bill To:

Monte Vista Middle School
751 West Lowell Ave.
Tracy, CA 95376
United States

Due Date	Terms
02/21/26	Net 30

Item	Description	Quantity	Price	Amount
Program Event	Engineering Exploration event on March 26, 2026	1	\$2,000.00	\$2,000.00

We're excited to present our Engineering Exploration program at Monte Vista Middle School!

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

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

There are multiple ways to pay this invoice:

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

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

C) Via the BILL website:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Supt of Ed Services
DATE: February 3, 2025
RE: Approve Contract with Core Learning for Elementary Reading Academy Professional Development for Teachers During the 2026-2027 School Year

BACKGROUND: The Elementary Reading Academy is one of Core Learning's flagship programs. It is designed for K-6 teachers, literacy coaches, reading specialists, and reading intervention teachers. The ERA provides fundamental knowledge in effective, standards-aligned, and evidence-based reading practices based on the science of reading. The program covers essential components of reading instruction, such as phonological awareness, phonics, fluency, vocabulary, and comprehension. It also includes training on how to identify and support students with dyslexia.

RATIONALE: Partnering with Core Learning to provide Elementary Reading Academy Professional Learning is a strategic investment in enhancing the quality of reading instruction in our schools. These trainings equip educators with evidence-based practices and a deep understanding of the science of reading, which are crucial for fostering early literacy skills in students. By participating in this program, teachers will be better prepared to address diverse learning needs, identify and support students with reading difficulties, and implement effective instructional strategies. This, in turn, will lead to improved student reading outcomes, laying a strong foundation for their future academic success and lifelong learning. This aligns with District Strategic Goal #1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports.

FUNDING: Core Learning Elementary Reading Academy Professional Development has a cost of \$108,596.22 and will be funded through RS 0709 funds.

RECOMMENDATION: Approve Contract with Core Learning to Elementary Reading Academy professional development for teachers during the 2026-2027 school year.

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



Exhibit A: Scope of Work

Account Information

Account Name Tracy Unified School District
 Expiration Date 6/28/2027
 SOW Project R27-001
 Number
 Quote Number 00002281

Contact Information

Title Director, Professional Learning and Curriculum Work Email stheall@tustd.net
 Contact Name Stephen Theall Billing Address 1975 W. Lowell Ave.
 Tracy, CA 95376

Finance Information

Bill To 1975 W. Lowell Ave.
 Tracy, CA 95376

Start Date 7/6/2026

Product	Service	Quantity	Total Price	Notes
In-Person - Full Day (4-24 days)	Elementary Reading Academy	1.00	\$4,500.00	New Teachers Phonics Sept.
Teaching Reading Sourcebook + Assessing Reading Multiple Measures - With Training	Elementary Reading Academy	25.00	\$3,000.00	New Teachers TRS/ARMM
Participant Resource Guide (PRG) - 1 Day	Elementary Reading Academy	25.00	\$625.00	New Teachers PRG Multisyllabic Words
In-Person - Full Day (4-24 days)	Elementary Reading Academy	3.00	\$13,500.00	Comp. Cohorts 3-5 January
In-Person - Full Day (4-24 days)	Elementary Reading Academy	1.00	\$4,500.00	Cohort 6 New Teachers Big Picture
Participant Resource Guide (PRG) - 1 Day	Elementary Reading Academy	25.00	\$625.00	New Teachers PRG Big Picture
In-Person - Full Day (4-24 days)	Elementary Reading Academy	4.00	\$18,000.00	
In-Person - Full Day (4-24 days)	Elementary Reading Academy	3.00	\$13,500.00	Syntax Cohorts 3-5 Sept.
Participant Resource Guide (PRG) - 1 Day	Elementary Reading Academy	105.00	\$2,625.00	PRG Assessment
In-Person - Full Day (4-24 days)	Elementary Reading Academy	3.00	\$13,500.00	Voc Cohorts 3-5 August
In-Person - Full Day (4-24 days)	Elementary Reading Academy	1.00	\$4,500.00	New Teachers Multisyllabic Words
In-Person - Full Day (4-24 days)	Elementary Reading Academy	3.00	\$13,500.00	Assmt Cohorts 3-5 February



Exhibit A: Scope of Work

Participant Resource Guide (PRG) - 1 Day	Elementary Reading Academy	105.00	\$2,625.00	PRG Vocabulary
Participant Resource Guide (PRG) - 1 Day	Elementary Reading Academy	105.00	\$2,625.00	PRG Syntax
Participant Resource Guide (PRG) - 1 Day	Elementary Reading Academy	105.00	\$2,625.00	PRG Comprehension
Syntax: Knowledge to Practice	Elementary Reading Academy	105.00	\$3,675.00	Syntax: Knowledge to Practice Book
Participant Resource Guide (PRG) - 1 Day	Elementary Reading Academy	25.00	\$625.00	New Teachers PRG Phonics
Shipping		1.00	\$2,286.00	
Sales Tax		1.00	\$1,760.22	
Subtotal				\$108,596.22
Total Price				\$108,596.22

Service Descriptions

Invoicing

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

Please provide your accounts payable contact information.

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

Mailing a check:

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

Electronic Payment:

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

For invoicing questions, please contact arcore@corelearn.com

Notes

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

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

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



Exhibit A: Scope of Work

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

CORE Signature:

A handwritten signature in black ink that reads "Dale W. Webster".

Name: Dr. Dale Webster

Title: President

Tax Id: 94-3264208

Date: November 14, 2025

Client Signature:

Name:

Title:

Tax ID:

Date:

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 Core Learning, 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: Elementary Reading Academy Training during the 2026-2027 school year

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 19 () [] HOURS [x] DAYS, under the terms of this agreement at the following location PL Training Room.

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

- a. District shall pay \$ 108,596.22 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 108,596.22. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [x] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on February 25, 2026, and shall terminate on June 30, 2027.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Stephen Theall, at (209) 830-3232 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] 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
_____ 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: February 4, 2026
SUBJECT: Approve Purchase of Instruments for Monte Vista Middle School Using Prop 28 Waiver Funds

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

RATIONALE: The music program at Monte Vista Middle School has seen continued growth in student interest and enrollment. With the establishment of Proposition 28, we established an additional Music Appreciation course to expand our music elective offerings. This growth precipitates a need for high-quality and well-maintained instruments.

As our program continues to expand, it is crucial that we provide equitable access to instruments for all students, in accordance with legal and educational standards. Acquiring new instruments will not only meet the current demand but also ensure the future success of the program. A large proportion of Monte Vista Middle School owned instruments are in disrepair which impacts students' continued access to participate in the Monte Vista Middle School music programs or play their preferred instrument. Purchasing new instruments with Prop 28 waiver funds will help to ensure that students have better access to musical offerings that fit each's individual needs and interests.

FUNDING: This purchase will be funded with LEA's Prop 28 23/24 waiver funds not to exceed \$30,000.

RECOMMENDATION: Approve Purchase of Instruments for Monte Vista Middle School Using Prop 28 Waiver Funds.

Prepared by: Heather Reyburn, Principal, Monte Vista Middle School.

Main Street Music45 W. 10th Street
Tracy CA 95376

(209) 835-1125

Prop 28
*Wishlist/Music***PROPOSAL**

PROPOSAL	DATE
773505	01/09/2026 12:00a
ACCT	EMPL ID
538	JAKE
PO	EXPIRES
	02/08/2026

McMillan
Bill To: Attn: ~~MARISSA RAWSON~~
Monte Vista School
751 W. Lowell AVE:
Tracy CA 95376H(209)830-3340X1131
C(209)830-3341

QTY	SKU#	DESCRIPTION	PRICE EA	TOTAL
4	A11	CORE ACADEMY A11 3/4 VIOLIN OUTFIT	450.00	1800.00
2	JTR700A	Trumpet, Lacquered Brass, .460" Bore, 4.8" Bell, Rose Brass Le	625.00	1250.00
2	JFL700A	JUPITER JFL700A FLUTE OUTFIT	499.00	998.00
3	JCL700NA	JUPITER CLARINET	499.00	1497.00
3	JAS700A	Eb Alto, Gold-Lacquered Body and Keys	1150.00	3450.00
4	JTB700A	Jupiter Tenor Trombone	850.00	3400.00

	SUBTOTAL	12395.00
	Sales Tax	1022.59
	TOTAL	13417.59

Wishlist Part 2

Main Street Music

45 W. 10th Street
Tracy CA 95376

(209) 835-1125

PROPOSAL

PROPOSAL	DATE
773640	01/13/2026 4:03p
ACCT	EMPL ID
538	JAKE
PO	EXPIRES
	02/12/2026

McMillan

Bill To: Attn: MARISSA RAWSON
Monte Vista School
751 W. Lowell AVE.
Tracy CA 95376

H(209)830-3340X1131
C(209)830-3341

QTY	SKU#	DESCRIPTION	PRICE EA	TOTAL
2	JBR700	JUPITER JBR700 BARITONE	1799.00	3598.00
4	A11	CORE ACADEMY A11 4/4 VIOLIN OUTFIT	450.00	1800.00
4	JTB700A	Jupiter Tenor Trombone	850.00	3400.00
2	JTS710GNA	JUPITER TENOR SAX	1475.00	2950.00
1	JTU705	JUPITER BBb 3/4 TUBA 3 VALVE	3500.00	3500.00

	SUBTOTAL	15248.00
	Sales Tax	1257.96
	TOTAL	16505.96



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 28, 2026
SUBJECT: Ratify Master Contract with Utah Youth Village dba Alpine Academy for the 2025-2026 School Year

BACKGROUND: Board approval is requested to contract with Utah Youth Village dba Alpine Academy, a residential facility, for placement of one student for the 2025-2026 school year. The District's Special Education administration would like to contract with Utah Youth Village dba Alpine Academy to provide placement pursuant to students IEP (Individual Education Program). Ratification is necessary due to student placement at the residential facility to remain in compliance with the IEP.

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

FUNDING: Expense for the education at this residential facility will not exceed \$25,760.00 for the 2025-2026 school year. Per San Joaquin SELPA local plan agreement, SJ SELPA pays for the room and board, and Tracy Unified School District (TUSD) will pay for educational services. Special Education contract expenses are funded through 602 funding for Special Education and budgeted into account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract with Utah Youth Village dba Alpine Academy for the 2025-2026 School Year.

Prepared by: Jason Davis, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: February 24, 2026
SUBJECT: Approve Agreement for Contract Services Between World of Wonders Science Museum and South/West Park Elementary School for the 2025-2026 School Year

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

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

FUNDING: The cost, not to exceed \$1,629.56, will be paid for through our Title 1 funds.

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

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: WOW will bring their educators into the classroom to create an engaging science experience for all students. This includes all science materials where students can experience different hands on scene activities at South/West Park Elementary. Scheduled for March 5, 2026 and March 6, 2026.

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 Two (2) [] HOURS [X] DAYS, under the terms of this agreement at the following location South/West Park Elementary.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 1629.56 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$ 1629.56. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on March 5, 2026, and shall terminate on March 6, 2026.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Juan Lopez, at (209) 830-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ 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:

Alfredo Estrada
Contractor Signature
20-3015595
IRS Identification Number
World of Wonders Science Museum
Title
2 N. Sacramento St.
Address
Lodi, CA 95240

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Supt of Ed Services
DATE: February 2, 2026
SUBJECT: Approve Agreement with the University of the Pacific for a Two-Week Residential Program at the Pacific Summer High School Institute for Rising 9th Through 12th Grade Students

BACKGROUND: Tracy Independent Study Charter School (TISCS) is committed to expanding access to high-quality enrichment and college exposure opportunities that support student engagement, postsecondary readiness, and the development of well-rounded learners. As part of this commitment, TISCS seeks to enter into a Services Agreement with the University of the Pacific to provide access to the Pacific Summer High School Institute (PSHSI), a two-week all-inclusive residential summer program designed for rising 9th through rising 12th grade students.

The PSHSI is a supplemental enrichment program that immerses participating students in a university environment and provides exposure to a wide range of academic, music, arts, and co-curricular learning experiences. Students engage in project-based learning activities facilitated by university faculty and staff across multiple disciplines, including music and visual/performing arts, humanities, science, technology, and other thematic areas. The program is designed to promote college awareness, student motivation, and exploration of academic interests beyond the traditional school setting.

Lottery funds may be used to support supplemental educational enrichment activities that are not part of the core instructional program and do not supplant existing educational services. The use of Lottery funding for participation in the PSHSI is an appropriate and allowable expenditure, as the program is optional, enrichment-based, and intended to enhance student educational experiences through expanded learning and college exposure opportunities rather than replace required instructional services.

RATIONALE: Participation in the Pacific Summer High School Institute aligns with TISCS's goals of increasing student engagement, supporting college and career readiness, and providing equitable access to enrichment opportunities that broaden students' academic and artistic horizons.

Exposure to a residential university environment allows students to experience postsecondary expectations firsthand, build confidence in navigating college settings, and develop academic and social skills that support long-term educational success.

The PSHSI offers structured academic and arts-focused programming during the day, complemented by supervised co-curricular and residential experiences that foster independence, collaboration, and personal growth. These experiences are particularly valuable for students who may not otherwise have access to college-based enrichment programs and serve as an important tool for encouraging postsecondary aspirations.

Approval of this agreement will allow TISCS to offer eligible students a unique and meaningful summer enrichment opportunity that aligns with the school's mission and supports student success beyond the traditional classroom.

FUNDING: All expenses will be funded by the Lottery Funds. The agreement with the University of the Pacific will not exceed \$57,000 for up to 15 students (@ \$3800/student).

RECOMMENDATION: Approve Agreement with the University of the Pacific for a Two-Week Residential Program at the Pacific Summer High School Institute for Rising 9th Through 12th Grade Students.

Prepared by: Annabelle Lee, Principal of Tracy Independent Study Charter School.

UNIVERSITY OF THE PACIFIC SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is entered into effective as of **02/05/2026** (the "**Effective Date**") by and between the University of the Pacific, a California nonprofit public benefit corporation ("**University**") and **Tracy Independent Study Charter School** ("**Client**"). In consideration of the promises and the mutual covenants and agreements set forth below, the parties hereto agree as follows:

1. **SERVICES.** University agrees to perform the services required under this Agreement ("**Services**") as specifically set forth in the scope of work attached hereto and incorporated herein by reference as Exhibit A ("**Scope of Work**"). Use of the term "**Agreement**" shall include the Scope of Work and any document attached hereto.

2. **COMPENSATION; PAYMENT TERMS.** Client shall pay University the fees set forth in the Scope of Work ("**Fees**"). Unless otherwise stated in the Scope of Work, the Fees shall include, and University shall be responsible for, all expenses and taxes incurred by University in connection with providing the Services. Client shall be responsible for all applicable sales and use taxes due to any federal, state, or local taxing authority under this Agreement. Unless otherwise stated in the Scope of Work, University shall submit to Client on a monthly basis an invoice listing in detail the Services provided, and Fees incurred by University in the prior month ("**Invoice**"). Client shall remit payment to University on undisputed Invoices within thirty (30) calendar days (excluding holidays) after receiving the Invoice.

3. **TERM AND TERMINATION.** The Agreement shall commence on the Effective Date and, unless otherwise provided in the Scope of Work, shall terminate upon University's completion of the Services, provided that either party may terminate this Agreement: (i) at any earlier time, without cause or penalty, by giving at least thirty (30) calendar days' advance written notice to the other party; or (ii) upon ten (10) business day's advance written notice to the other party in the event of the other party's material breach of this Agreement if such breach is not cured to the non-breaching party's reasonable satisfaction within such ten (10) day period. Any early termination of this Agreement shall be without prejudice to any claims or damages a party may have.

4. **RELATIONSHIP OF THE PARTIES.** University is an independent contractor of Client. No provision of this Agreement is intended to create nor shall be construed to create a partnership, joint venture, agency, or any other relationship between University and Client other than that of independent entities contracting with each other solely for the purpose of effectuating the provisions of this Agreement. Neither party nor its employees or subcontractors are authorized to bind the other party or make any representations on the other party's behalf in any matter. University shall be solely responsible for the satisfaction of any and all employer obligations with respect to its personnel providing Services hereunder.

5. **CONFIDENTIALITY.**

(a) At all times after receiving confidential or proprietary information ("**Confidential Information**"), the receiving party ("**Recipient**") will keep in confidence and trust and not disclose, reveal or divulge any such Confidential Information, directly or indirectly, intentionally or negligently to any person, company or other entity, for any purpose or reason, that Recipient learns of or receives during the Term of this Agreement. Recipient will not use, reproduce, or disclose to others any Confidential Information without the disclosing party's ("**Disclosing Party**") advance written consent, except (i) as may be directly necessary in the ordinary course of performance of the Services under this Agreement, or (ii) as permitted by law or otherwise in accordance with a judicial or other governmental order, provided however, that, to the extent reasonably possible, Recipient shall give the Disclosing Party reasonable notice prior to making any such disclosure in sufficient time so the Disclosing Party may object to such disclosure if it so chooses, and provided further, that Recipient shall disclose only that portion of the Confidential Information that it is legally required to disclose.

Recipient may also disclose Confidential Information to the personnel within its organization, affiliates, and its legal and accounting advisors who require the Confidential Information in connection with the Recipient's business, provided, however that Recipient shall require such recipients to use the Confidential Information solely for these purposes and keep the Confidential Information strictly confidential.

(b) **Student Records.** If Client provides University 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"), University hereby certifies that access to FERPA Protected Information is necessary for the performance of the Services and University's duties and responsibilities under this Agreement, and agrees that University 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 Client pursuant to applicable law. University's failure to comply with the provisions of this Section 5(b), or University'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.

6. INTELLECTUAL PROPERTY MATTERS.

a) **Data Rights.** "Data" means all data and information generated by University as a result of providing the Services. University owns and has the right to exploit all Data in its discretion in accordance with applicable law. University hereby provides Client a non-exclusive, limited license to use any such de-identified Data in accordance with any signed applicable informed consent and authorization form, applicable laws, and the terms of this Agreement.

b) **Independent Inventions & Technology.** The parties acknowledge and agree that their respective existing inventions and technologies, and those conceived, developed or fixed outside of the Services provided under this Agreement, are the separate property of Client or University and are not affected by this Agreement, and neither Client nor University shall have any claims, rights or license in any such separate inventions or technologies.

7. REPRESENTATIONS AND WARRANTIES OF UNIVERSITY. University represents and warrants that: (a) the Services will be performed in compliance with generally accepted professional procedures and industry standards prevailing at the time the Services are performed; and (b) the execution, delivery, and performance of this Agreement will not constitute a violation of any judgment or order binding on University or a breach of a contract by which University is bound.

8. REPRESENTATIONS AND WARRANTIES OF CLIENT. Client represents and warrants that: (a) it has authority to enter into this Agreement; and (b) the execution, delivery, and performance of this Agreement will not constitute a violation of any judgment or order binding on Client or a breach of a contract by which Client is bound.

9. UNIVERSITY QUALIFICATIONS: University represents and warrants to Client that University, and all of University's employees, agents or volunteers (the "University Parties"), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. University and any University Parties performing services shall be competent to perform those services.

10. INSURANCE: University shall provide all insurance as provided in **Exhibit C**.

11. INDEMNIFICATION. Each party agrees to hold harmless, defend, and indemnify ("Indemnitor") the other party and its regents, officers, directors, employees, students and agents (each an "Indemnified Party" and collectively, "Indemnified Parties") from and against any and all claims, damages, losses, penalties, fines, judgments, and expenses (including without limitation attorneys' fees and costs) (collectively, "Losses") arising out of: (i) the performance of the Agreement, except to the extent that such Losses are caused by the gross negligence or willful misconduct of the Indemnitor. The Indemnitor shall not consent to the entry of any

judgment or enter into any settlement with respect to any Loss that includes an admission of wrongdoing by any Indemnified Party without the prior written consent of the Indemnitor (not to be unreasonably withheld).

12. 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, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR KNOWN BY THE PARTIES; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION ON DAMAGES SHALL NOT APPLY TO ANY CLAIM ARISING FROM: (a) A PARTY'S BREACH OF ITS OBLIGATIONS WITH RESPECT TO CONFIDENTIAL INFORMATION; (b) DAMAGES TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BREACHING PARTY'S EMPLOYEES, DIRECTORS, OFFICERS OR SUBCONTRACTORS; OR (c) THE BREACHING PARTY'S DEFENSE AND INDEMNITY OBLIGATIONS AS STATED IN THIS AGREEMENT.

13. SURVIVAL. The provisions of Sections 3 (Term and Termination), 4 (Relationship of the Parties), 5 (Confidentiality), 7 (Representations and Warranties of University), 8 (Representations and Warranties of Client), 11 (Indemnification), 12 (Limitation on Damages), 18 (Governing Law), 21 (Dispute Resolution), 22 (Publicity and Marketing), 23 (Miscellaneous Provisions) and shall survive termination of this Agreement.

14. COMPLIANCE WITH LAWS. Each party will comply with all federal, state and local laws, statutes, rules and regulations (collectively, "Laws") and all University policies, codes, publications, rules and procedures (collectively, "University Rules") applicable to its performance under this Agreement and to the provision of the Services and which have been provided or made available under this Agreement.

15. COMPLIANCE WITH AMERICANS WITH DISABILITY ACT.

University acknowledges that, pursuant to the Americans Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. University shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. University agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of the University, its employees, agents or assigns will constitute a material breach of this Agreement.

16. CRIMINAL BACKGROUND CHECKS. University shall comply with the requirements of California Education Code section 45125.1, which requires criminal background checks for anyone who is going to have direct contact with students, in the opinion of Client. Criminal background checks may include but are not limited to: obtaining clearance from both the California Department of Justice and from the Federal Bureau of Investigation for University's employees, prior to service with any student. University shall be responsible for the costs of the Fingerprinting clearances. University agrees to comply with the requirements and reporting obligations contained in the California Child Abuse and Neglect Reporting Act, California Penal Code sections 11164-11174.3 and to obtain appropriate training to ensure compliance. University further agrees and acknowledges that if at any time during the Term of this Agreement University learns or becomes aware of additional information which differs in any way from the representations set forth above, or University or University Parties add personnel, University shall immediately notify Client and prohibit any new personnel from having any contact with Client students until the fingerprinting and background check requirements have been satisfied and Client determines whether any contact is permissible.

17. CONFLICTS OF INTEREST AND UNIVERSITY'S CODE OF CONDUCT. Client represents that its personnel involved in the negotiation, implementation and performance of this Agreement have no knowledge of any circumstances constituting an actual or potential conflict of interest with respect to Client's transaction of business with the University. Client agrees to notify University in writing within fifteen (15) days after it becomes aware of any circumstances constituting an actual or potential conflict of interest. Client shall

comply with the University Code of Conduct and shall periodically review the Code of Conduct as it may be updated from time to time.

18. GOVERNING LAW. This Agreement, and any dispute between the parties arising out of this Agreement, shall be governed by, construed and enforced in accordance with the laws of the State of California, excluding its conflict of laws rules that would impose the laws of any other jurisdiction.

19. NONDISCRIMINATION. The parties shall abide by the requirements of 41 CFR 60 1.4(a), 60 300.5(a), and 60 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

20. FORCE MAJEURE. Except with respect to payment obligations under the Agreement, neither party shall be liable for any failure or delay in performing any provision of this Agreement to the extent such failure or delay results from acts beyond the affected party's reasonable control, without such party's fault or negligence, and which by its nature could not have been foreseen or if it could have been foreseen, was unavoidable ("Force Majeure Events"). Force Majeure Events include without limitation, acts of God, flood, fire, earthquake, explosion, war, hostilities (whether war is declared or not), riot or other civil unrest, government order or law or other governmental action, embargoes or blockades, labor strikes, pandemics, epidemics, shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give notice to the other party, stating the period of time the Force Majeure Event is expected to continue and shall use diligent efforts to end the failure or delay promptly and minimize the effect of such Force Majeure Event.

21. DISPUTE RESOLUTION 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 ("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 thirty (30) days (excluding holidays) after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), the parties may choose any other available legal means to resolve 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. Any and all legal action that is initiated to enforce or interpret any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state or federal court presiding over San Joaquin County, California. In the event there is any controversy or claim arising out of or relating to this Agreement, or to the interpretation, breach or enforcement thereof, the prevailing party may recover the reasonable attorneys' fees and costs incurred by the prevailing party in addition to any other relief to which it may be entitled.

22. PUBLICITY AND MARKETING. Client shall not use the University's name, or the name of any school or division thereof, or any logo or insignia of the University or any school or division thereof, or otherwise identify the University or any of its schools or divisions in any form of publicity or disclosure without the prior written permission of the University, which permission may be given or withheld in the University's sole discretion. Unless otherwise specifically permitted under this Agreement, Client will not use any University Confidential Information to advertise or market to students of the University or their parents or University alumni or their families.

23. MISCELLANEOUS PROVISIONS. Client may not, voluntarily or by operation of law, assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the University.

This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors, heirs, and assigns. Except as expressly stated herein, no provision of this Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any provision of this Agreement. All paragraph and section captions and headings in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement. This Agreement shall be interpreted in an even-handed manner and without regard to any presumption against the party that was responsible for its drafting. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Upon a determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith for up to thirty (30) calendar days to modify this Agreement to effect the original intent of the parties as closely as possible; provided, however, that if the parties are unable to ultimately agree on modifications within such thirty (30) day period, then either party may terminate this Agreement upon the giving of ten (10) calendar days' notice to the other party. This Agreement, including, without limitation, any exhibit or document attached hereto, may not be modified except by an instrument in writing executed by authorized representatives of the parties. For the avoidance of doubt, no purchase order or other similar document provided by Client to University may modify this Agreement unless the parties state a clear intent to modify this Agreement, and any such amendments or modifications must be approved in writing by the authorized representative of the University. This Agreement together with the exhibits attached hereto or referenced herein constitutes the sole and entire agreement between the parties pertaining to its subject matter, superseding all prior and contemporaneous agreements, proposals, understandings, letters of intent, term sheets, and memorandums of understanding, both written and oral, and no other representations or understandings of the parties, whether written or oral, shall be binding. This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument. A signed copy of this Agreement delivered electronically (*e.g.*, by email or facsimile) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. A copied, scanned, electronic, or faxed signature shall be treated the same as an original signature.

[Signature page to immediately follow]

**UNIVERSITY OF THE PACIFIC
STANDARD SERVICES AGREEMENT
SIGNATURE PAGE**

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized representatives on behalf of the parties hereto as of the Effective Date.

UNIVERSITY OF THE PACIFIC

By: _____
Name: _____
Title: _____

For Notices:

University of the Pacific
Attn: Balint Sztaray
3601 Pacific Avenue
Stockton, CA 95211

With a Copy to:
University of the Pacific
Office of the General Counsel
3601 Pacific Avenue
Stockton, CA 95211
Attn: General Counsel
Email: generalcounsel@pacific.edu

**TRACY INDEPENDENT STUDY
CHARTER SCHOOL**

By: _____
Name: _____
Title: _____

For Notices:

Tracy Independent Study Charter School
Attn: Annabelle Lee
1904 Corral Hollow Rd
Tracy, CA 95376

Exhibit A:

SCOPE OF WORK

SERVICES:

University will provide a two-week all-inclusive residential Pacific Summer High School Institute (PSHSI or “Program”) for rising 9th through rising 12th grade students. This expanded learning opportunity immerses students into a rich educational environment focused on cutting-edge topics that emphasize real world issues and provide hands-on experiences and collaborative enrichment activities. High school students explore a variety of learning activities taught via themed academic, music, and athletics programs, in the University’s labs, studios, fields, and makerspaces. Topics cover a variety of subjects from every one of Pacific’s Schools and Colleges and Division-I Intercollegiate Athletics Program as further described in Exhibit B.

Program dates: June 1 – June 26, 2026

RESPONSIBILITIES OF PARTIES

A. Client Responsibilities:

Client shall:

- (1) Support recruiting current 8th – 11th grade students to participate in the PSHSI.

Supporting activities can include but not limited to:

- Sending PSHSI informational flyers home with students.
 - Posting PSHSI informational flyers on the Client’s website
 - Co-host with University informational parent sessions about the PSHSI in Client’s and/or on the University campus.
- (2) Provide funding for each Student enrolled in the PSHSI per rates listed in Compensation section below.
 - (3) Verify student enrollment and school IDs to establish program eligibility.

B. University Responsibilities:

University shall:

- (1) Support Client in the recruitment effort of current 8th – 11th grade students to participate in the PSHSI.
- (2) Provide PSHSI informational flyers and posters.
- (3) Co-host an informational parent session about the PSHSI campus.
- (4) Provide to Client a list of students who registered for the PSHSI.
- (5) Provide to Client a list of students who attended the PSHSI.
- (6) Provide to Client any other student data related to student participation in the PSHSI.
- (7) Communicate with participating families during the entirety of the PSHSI.
- (8) Provide all curriculum materials.
- (9) Provide all teaching and supervision staffing.
- (10) Provide all safety measures for students.
- (11) Be responsible for every aspect of running the PSHSI.

NON - RESPONSIBILITIES OF PARTIES:

C. Client Non-Responsibilities:

- (1) Client is not responsible for transportation for students to and from the PSHSI.
- (2) Client is not responsible for communicating with University during the PSHSI regarding student behavior or related student/family issues.
- (3) Client is not responsible for any further interaction or services during the entirety of the PSHSI.

D. University Non-Responsibilities:

- (1) University is not responsible for verifying program eligibility of Client's students and for eligibility-related communication with parents and students.

ADDITIONAL TERMS:

Exhibits D and E attached hereto and incorporated herein as part of this Agreement.

- Exhibit D: INDEPENDENT CONTRACTOR STUDENT CONTACT FORM
- Exhibit E: DRUG-FREE WORKPLACE CERTIFICATION

COMPENSATION:

Client agrees to pay University the rate of **\$3,800.00** per each student enrolled and admitted into the PSHSI.

University shall not increase the rate per Student over the course of this Agreement. The maximum not to exceed amount to be paid to University for Services under this Agreement is \$57,000 for up to a maximum of **15** students. Any work performed by University in excess to the not to exceed amount shall not be compensated, unless agreed to in advance in writing by Client.

Student Replacement

Client can nominate replacement students of the same gender and grade level to replace cancelled registrants up to four (4) days before the session start date.

The full program fee will be owed by Client for any registered student who fails to check in on the session start date or who cancels within three (3) days prior to the start date.

EXPENSES:

No expenses will be provided or reimbursed by the Client.

PAYMENT TERMS:

Client agrees to pay the Fee, up to the maximum amount provided herein, within thirty (30) days of receipt of a detailed invoice from University, including any additional supporting documentation the Client reasonably requests.

TERM:

This Agreement will commence upon the Effective Date and will expire on June 30, 2026.

Exhibit B:
2026 SUMMER PROGRAM DESCRIPTION:
PACIFIC SUMMER HIGH SCHOOL INSTITUTE

Executive Summary

Business name: University of the Pacific

Address: 3601 Pacific Ave, Stockton, CA 95211

Point of Contact: Dr. Bálint Sztáray, Director, Assistant Vice President for Enrollment Strategy

Contact Information: bsztaray@pacific.edu, Direct: 209.946.2654, Institute: 209.932.3263

We offer a two-week residential summer high school institute for rising 9th through rising 12th grade students. This expanded learning opportunity immerses students into a rich educational environment focused on cutting-edge topics that emphasize real world issues and provide hands-on experiences and collaborative enrichment activities. High school students explore a variety of project-based learning activities taught via themed academic programs, in the University's labs, studios, fields, and makerspaces. Topics cover a variety of subjects from every one of Pacific's Schools and Colleges. Our renowned faculty and staff provide instructional content and supervision, under the leadership of the Deans of each school.

High school students of the Summer Institute gain firsthand knowledge of what it is like to live on campus and to become part of a university community. Gaining early university experiences supports students' transition into college life, helps assess college readiness, gives students a sense of class expectations and can address skill gaps before becoming a full-time student. High school students from various schools across California and out of state get to know each other and experience campus life together through living in the residence hall, attending classes together, eating in the DeRosa University Center Marketplace and exercising in the Baun Fitness Center – both state of the art spaces. Additional enrichment activities are offered in our newly reimagined library, designed for 21st century learning. This time spent together forms friendships that can last a lifetime. Living, learning, and growing together at Pacific for the two-weeks of the Summer Institute is an unforgettable and transformative experience for students and families in our community.



1. Operational Calendar

- Session 1: June 1–11, 2026
- Session 1: June 16–26, 2026

2. Daily Schedule

- Academic programs: 9am – 4pm
- Co-curricular programs: 4pm – 10pm and weekends

3. Tuition

Tuition and fees: \$3,800, which includes:

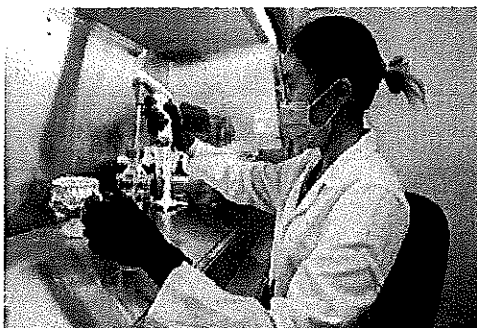
- Academic Program
- Enrichment sessions
- Evening co-curricular programming
- Weekend social activities
- Housing
- Meals (breakfast, lunch, dinner and snacks)
- Laundry Facilities

4. Transportation

Family or School District provided.

5. Academic and Athletic Curriculum

Every school and college of the University offers academic programs in our Summer High School Institute for a total of more than fifty offerings to choose from. There are programs in creative and visual arts and several programs in music, offered by our Conservatory. Humanities programs are offered in writing, publishing and electronic journalism. In the business and social science, we offer various programs in social media, education, business and



finance, speech and debate, esports, leadership and public safety. The Pacific McGeorge School of Law also offers two jurisprudence programs. Our School of Engineering and Computer Science, in partnership with the University Library and the Eberhardt School of Business teaches numerous programs in engineering and technology, including computer programming, game design, electrical engineering, robotics, computer-aided design and fabrication and more. Finally, our signature offerings include a wide range of pre-health and natural science programs by our Health and Exercise, Biology and Chemistry Departments of the College, as well as several health programs by our Dental School, Pharmacy School and School of Health Studies.

Our NCAA Intercollegiate Athletics Program, home of our nationally competitive Division I varsity sports, offer programs in most of our varsity sports, including baseball, basketball, beach and indoor volleyball, soccer, softball, tennis and water polo.

All our programs are hands-on, immersive, fun, and are non-credit bearing. Students who complete their program receive a Certificate of Achievement, in the graduation ceremonies on the final day of the Summer Institute. This last day features presentations in each of the programs, which family members and school officials can also attend to see first-hand what their students have learned and created over the two weeks of the Institute. The plenary Closing Ceremony and Reception features student and faculty speakers, as well as leaders of the University.



6. Co-curricular Activities

The Institute offers several co-curricular activities each evening and on the weekend. Examples include movies under the stars, athletic tournaments, scavenger hunt, culture show, arts and crafts, karaoke, dance, access to the tennis center and the university pool, the gym and recreational sports center including a climbing wall, laser tag and lawn games, and many more. Pacific students, alongside our Student Life staff serve as mentors, residence advisors, and activity directors.



7. Housing, Rooms & Amenities

Summer Institute students experience campus culture in many ways that develop self-reliance and independence. Living in the same residential halls where our college students reside during the academic school year is one of the most memorable experiences. High school students stay in spacious rooms designed for double occupancy in our various recently renovated residence halls, based on their grade level. Laundry facilities, study lounges, and spaces for social gatherings are located throughout each residence hall. During their two-week residency, students meet people from different backgrounds, develop social skills, and make new friends with whom they discover real university life.

8. Dining

The Summer High School Institute is designed to be all-inclusive and it includes not only the academics, the co-curricular and social programs, living in the residence halls, but all four meals (breakfast, lunch, dinner, and snacks) for our high school guests. In cooperation with our food service provider, Bon Appetit, we strive to use fresh and authentic ingredients by utilizing food in its simplest and most



natural form. High school students eat in The Marketplace, which is the central dining venue at Pacific, offering a customizable salad bar and various themed food stations. We offer a wide variety of food and beverages and accommodate special dietary requirements. Utilizing locally purchased and seasonal products, our chefs work hard to make our food full of flavor and nutritious, tailored to the needs of the high school students.

9. Safety & Security

The Institute provides a safe and secure college experience at Pacific. Professionally trained staff supervise the residence halls and co-curricular evening and weekend activities. Campus security is provided by Pacific's own Police Department. Students check-in regularly during the day: with roll calls at the morning classes and bed checks in the evenings.

10. Communications Outreach

Pacific's Department of Strategic Communications has robust story coverage and outreach, both internally and externally. Pacific has strategic plans for informing students and parents about the program and encouraging them to register. Stories written for the university newsletter are also shared on Pacific's social media accounts and ads are placed on Facebook targeted specifically to students and parents in the community. Flyers are distributed for the schools to display, a write-up on the program was shared with schools to post on their websites and numerous question and answer sessions are held virtually in the months leading up to the program.

11. Staffing

The Summer Institute involves hundreds of university employees and student workers. This includes faculty and staff in our schools and colleges, student-life staff, various other university divisions, and also rely on partnerships, for example with our campus catering partner Bon Appetit. Here, we provide a brief overview of the staffing setup.



The academic programs are each housed in one or more of our schools and colleges and the Dean is ultimately responsible for the quality of their programs. While the Institute itself will host several hundreds of students, each academic program is small so that we can offer our signature faculty attention and small student to teacher ratio. Depending on the nature of the academic program (for example science labs, makerspaces, computer labs, etc) teaching assistants help the lead faculty members so that each student is offered the right level of attention.

The co-curricular programs and the residential component are designed and implemented by the university's Division of Student Life, with the day-to-day operations directly overseen by the Vice President. The various after-school activities are attended to by Student Life staff, including summer interns and summer residential assistants (RAs). To provide a safe and enjoyable residential experience, we maintain a low ratio of high-school students to RAs. Every staff

member who interacts with the high school students receives detailed training specific to the Summer High School Institute and are background-checked.

12. Impact on Students

The impact of the program on the high school students has several facets. First, there are the direct academic outcomes in each of the academic programs. Students acquire new skills and knowledge in all cutting-edge 21st century topics from some of the foremost experts of their field: University of the Pacific professors. Not only does this bridge the harmful learning gaps left by the pandemic, all of these courses are designed to instill a desire to continue learning by highlighting the enjoyable, fun part of an educational endeavor. Students do not face tests and are not graded throughout their time at the Institute; they participate in their shared academic adventures for the joy of learning itself, without the pressure of grades.



Second, one of the highest priorities of the program is to instill a desire to attend college into the high school students. Many of our previous attendees had not considered attending college and, before the Summer Institute, could not picture themselves on a university campus. Our goal is to change this mindset and show students that they belong to a four-year, nationally ranked, residential university and that they can feel comfortable, and “at-home” on a college campus.

Third, the Summer Institute aims to show the participating high schoolers that education is a shared, social experience and a university offers much more than just the coursework. Our evening and weekend co-curricular programming, delivered by our Student Life division, engages the high school students in the social life of our campus. Students made new friends, attend athletic, artistic, or just purely social activities together.

13. Key Personnel

The Director of the Pacific Summer High School Institute, Dr. Bálint Sztáray is a professor of chemistry in the College of the Pacific and an Assistant Vice President in Enrollment Strategy. Dr. Sztaray has served in numerous roles during his 15+ years at Pacific, including founding director of the Freshman Honors Program, the current Faculty Athletic Representative, and University Marshal. He comes from a family of educators and holds his MS and PhD degrees in chemistry from Eötvös Loránd University, the leading research university in Hungary. Dr. Sztáray's research area is in gas-phase physical chemistry / chemical physics; using photoionization methods to study the energetics and dissociation mechanisms of small molecules and reactive intermediates. He published over 90 peer-reviewed articles in leading international journals.

Vice President for Student Life, Dr. Maria Blandizzi joined Pacific in 2021. She previously served as the dean for students at UCLA and holds membership in NASPA, Student Affairs Administrators in Higher Education; ACPA, College Student Educators International; and the Association for the Study of Higher Education. VP Blandizzi provides oversight over the co-

curricular programming, residential life and housing, as well as the catering services provided to the high school students in the Summer Institute.

The Deans of the schools provide academic leadership and are responsible and accountable for the quality and organization of the academic programs of the Summer High School Institute:

Nicoleta Bugnariu, Dean, School of Health Sciences: Nicoleta Bugnariu is the founding dean of the School of Health Sciences. She joined Pacific in 2020 with more than 20 years of higher education academic and administrative experience. Prior to Pacific, Bugnariu served as vice provost of community engagement and service for University of North Texas Health Science Center in Fort Worth, Texas.

Patricia Campbell, Dean, Benerd College: Prior to coming to Pacific, Patricia J. Campbell served as Vice President and Assistant Provost for Graduate Studies, Research, and Innovation at American Public University. After receiving her PhD, she served as a Professor of Political Science at the University of West Georgia, where she held a variety of positions including Director of Global Studies and Interim Department Chair.

Niraj Chaudhary, Dean, William Knox Holt Memorial Library and Learning Center: With a career that spans 13 years in academic library leadership, teaching and learning technologies and management, Niraj Chaudhary brings broad expertise and vision that is particularly well suited to meet the evolving educational and research needs of Pacific's students and faculty.

Berit Gundersen, Dean, Thomas J. Long School of Pharmacy: Berit Gundersen earned her doctor of pharmacy from Pacific in 1986. With the exceptions of her pharmacy residency and one year teaching at University of Connecticut, she has spent her entire professional career at Pacific. She joined Pacific as an assistant clinical professor in the Thomas J. Long School of Pharmacy in 1986 and earned full professorship in 2005.

Lee Skinner, Dean, College of the Pacific: Dr. Skinner came to Pacific in 2023 after serving as dean of Newcomb-Tulane College at Tulane. Dr. Skinner is an internationally recognized scholar with research focused on nation-building and national identity in 19th-century Spanish America. Dr. Skinner earned a Ph.D. in Spanish from Emory University and has a bachelor's degree in comparative literature from Brown University.

Lewis Gale, Dean, Eberhardt School of Business: Dr. Gale has deep experiences in business school leadership, serving as the Eberhardt School dean from 2010 to 2016 and as interim dean in 2021–22 and 2023–24. Previously he served as business school dean at Weber State University from 2005 to 2010 and at University of Louisiana-Lafayette from 2003 to 2005. Dr. Gale's primary area of research is international economics. His articles have ranged from international trade and the environment to import competition effects on domestic industries, from the responsiveness of elderly migration to state policy changes to regional economic development and prosperity.

Elisa Chávez, Interim Dean, Arthur A. Dugoni School of Dentistry: Elisa M. Chávez, DDS graduated from the UCSF School of Dentistry and earned her certificate in Geriatric Dentistry from The University of Michigan, Ann Arbor. She has practiced in private practice, community health, long-term care and hospital settings. As a recent fellow and scholar with The Santa Fe Group, she is an advocate for the oral health needs of seniors nationwide. Dr. Chávez has been serving as Interim Dean since 2025.

Elizabeth Orwin, Dean, School of Engineering and Computer Science: Dean Orwin joined Pacific in 2021 and is the first woman to hold the position of dean in the School of Engineering and Computer Science. Prior to Pacific, Orwin served as chair of the Department of Engineering at the prestigious Harvey Mudd College. She previously worked for Gel-Del Technologies in St. Paul, Minnesota on the research and development of a novel protein matrix for wound-healing applications. She continues to be an active researcher, focusing on tissue engineering.

Michael T. Colatrella, Dean, McGeorge School of Law: Since 2025, Professor Colatrella is the 11th Dean of the McGeorge School of Law. He serves as the Inaugural Tracy A. Eglet Chair in Alternative Dispute Resolution and a Professor of Law. His expertise in alternative dispute resolution includes mediation, negotiation, and conflict management. He joined the McGeorge faculty in 2009 and served as Associate Dean for Academic Affairs, then as Interim Dean. Colatrella's current dispute resolution scholarship focuses on improving mediator techniques and mediation processes so that self-represented litigants may participate more meaningfully and effectively. He also developed a comprehensive online training program for The California Judiciary. Dean Colatrella is a noted scholar and speaker on legal education and learning.

Peter Witte, Dean, Conservatory of Music: Prior to his arrival in Northern California, he held administrative and academic posts in Kansas City, Missouri, and Atlanta, Georgia. Educated as a horn player and conductor, Mr. Witte began his university teaching career at Gettysburg College. Mr. Witte has collaborated with emerging and established arts organizations including New York City's (le) poisson rouge, Kansas City's Nelson-Atkins Museum of Art, the Atlanta Symphony Orchestra (ASO), and with the conservatories in Tianjin and Shanghai, China, among others.

Exhibit C:
INSURANCE

University, at its expense, shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the University, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability:
\$2,000,000 General Aggregate
\$1,000,000 Personal & Advertising Injury
\$1,000,000 Each Occurrence
2. If automobiles are used for work performed under this agreement, Automobile Liability including owned, non-owned, and hired automobiles.
 - a. Automobile Liability: \$1,000,000 Per Accident for Bodily Injury & Property Damage
3. Workers' Compensation: University of the Pacific is self-insured for worker's compensation.
4. Sexual Abuse & Molestation Insurance in an amount not less than \$1,000,000 per claim and in aggregate if this coverage is applicable to the type of services provided;
 - a. Sexual Abuse or Molestation: \$1,000,000 Each Incident

Other Insurance Provisions

The general liability and auto liability insurance policies will name Client, its elected or appointed officials, employs, and agents as an additional insured with respects to the work or operations performed hereunder.

Notice of Cancellation

University shall provide notice to Client in the event of cancellation of such coverage.

Proof of Insurance

Upon request, University shall furnish the Client with certificates of insurance evidencing coverage above.

Mail all certificates and endorsements to: Tracy Independent Study Charter School

Attn: Tania Salinas, Associate Superintendent of Business Services

1904 Corral Hollow Rd.

Tracy, CA 95376

Exhibit D: INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

This document must be completed and submitted with Agreement

University Name: *University of the Pacific*

Start Date: *6/1/2026* Completion Date: *6/26/2026*

Location of Work: *University of the Pacific Stockton, San Francisco and Sacramento Campuses*

Hours of Work: *Residential: 24 hours/day*

Length of Time on Grounds: *24 hours/day*

Number of Employees on the Job: *Approximately 200*

University and/or its employees will have more than limited contact with students: ☐ NO ☒ YES

If yes, the following steps will be taken to ensure student safety:

2. University and/or its employees will be continually monitored and supervised by a University employee who has not been convicted of a violent or serious felony.
 - a. Name of supervising employee: **Balint Sztaray, Director**
 - b. Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony: *03/19/2025*
 - c. Name of University employee who is the custodian of the Department of Justice verification information: *Nia Presa, Human Resources Operations Supervisor*

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Signature: _____

Date: _____

Name: _____

Title: _____

Exhibit E: DRUG-FREE WORKPLACE CERTIFICATION

This document must be completed and submitted with Agreement

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or organization's policy of maintaining a drug-free workplace;
 - (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - (4) The penalties that may be imposed upon employees for drug abuse violations;
- (c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Signature: _____

Date: _____

Name: _____

Title: _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: February 11, 2026
SUBJECT: **Approve Purchase of Kiln Start-up Supplies from Clay Planet for the Art Department at Tracy High School Using Prop 28 Funds**

BACKGROUND: The Tracy High School (THS) Art Department recently purchased a kiln using Proposition 28 funds. Additional funding is requested for essential start-up materials and equipment to develop our ceramics program. Student interest in ceramics is consistently high, and the program will expand access to hands-on, three-dimensional visual arts instruction. Ceramics is a foundational discipline within visual arts education. A ceramics program supports Visual and Performing Arts (VPA) standards by developing creative problem-solving, design thinking, craftsmanship, and artistic expression.

RATIONALE: Developing the THS ceramics program will allow the Art department to offer a more balanced and equitable curriculum, better prepare students for post-secondary and career opportunities, and support student well-being through hands-on creative work. Funding is needed to purchase essential start-up materials and equipment, including clay, tools, glazing supplies, banding wheels, rolling pins, and kiln-related resources. These materials are necessary to safely and effectively implement a sustainable ceramics program that can serve students for multiple years.

FUNDING: The Clay Planet purchase order totals \$9,232.42 and will be funded through Proposition 28 funds.

RECOMMENDATION: Approve Purchase of Kiln Start-up Supplies from Clay Planet for the Art Department at Tracy High School Using Prop 28 Funds.

Prepared by: Jon Waggle, Principal Tracy High School.

Clay Planet**Quote**

1775 Russell Ave.
Santa Clara, CA 95054

Date **Quote #**

2/2/2026 260182

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
209-914-1065

Customer Phone**Customer Fax****Terms****Quote Expires****Shipping**

(209) 830-3360

Net 30

3/4/2026

Our Truck

Qty	Item	Description	Sales Price	Total
24	IM 518	Bags #518 Red Velvet (Navajo Wheel) Classic	23.16	555.84T
48	IM 531	Lbs #531 0406 White Clay (replacement for Spirit)	31.67	1,520.16T
		Subtotal		2,076.00
	30% Clay Discount	30% Clay Discount (40-79 bags)	-30.00%	-622.80
1	WGKW	Gallon - Western Kiln Wash	50.00	50.00T
3	GD-1	Teachers Dozen Low Fire Glaze Pints	195.00	585.00T
		Subtotal		635.00
3	W429	#429 Pint Autumn Gold, Western Glaze	14.00	42.00T
3	W432	#432 Pint Moss Green, Western Glaze	26.00	78.00T
3	W434	#434 Pint Crater Lake Blue, Western Glaze	26.00	78.00T
3	W437	#437 Pint Sea Cucumber, Western Glaze	26.00	78.00T
3	W750	#750 Pint Golden Embers, Western Glaze	17.50	52.50T
6	LG N1	Pint N1 Clear Transparent Leslie's Glaze	15.00	90.00T
1	LG N3	Pint N3 Transparent Brown Leslie's Glaze	18.00	18.00T
3	LG N8	Pint N8 Mahogany Brown	18.00	54.00T
2	LG N10	Pint N10 Bottle Green Leslie's Glaze	17.00	34.00T
1	LG N36	Pint N36 Pink Leslie's Glaze	18.00	18.00T
1	LG N38	Pint N38 Dark Blue Leslie's Glaze	18.00	18.00T
3	LG N41	Pint N41 Black	18.00	54.00T
1	LG N42	Pint N42 Pumpkin Orange	18.00	18.00T
2	LG N44	Pint N44 Grey Leslie's Glaze	18.00	36.00T
3	LG N46	Pint N46 Deep Turquoise	18.00	54.00T
3	LG N54	Pint N54 Canary Yellow Leslie's Glaze	22.00	66.00T
2	LG N60	Pint N60 Valentine Red	22.00	44.00T
1	LG 500	Pint of 500 Clear Crackle Glaze	15.00	15.00T
		Subtotal		847.50
	10% Discount	10% Discount	-10.00%	-84.75
9	NL-273	LAGUNA BANDING WHEEL * 8 1/2 X 2	95.00	855.00T
6	NL-276	LAGUNA BANDING WHEEL * 10 1/2 X 6 1/4	135.00	810.00T

Customer Signature

Subtotal

Sales Tax (8.25%)

Total

Phone # 408-295-3352

Fax # 408-295-8717

Accounting@clay-planet.com

www.clay-planet.com

Page 1

Clay Planet

1775 Russell Ave.
Santa Clara, CA 95054

Quote

Date **Quote #**
2/2/2026 260182

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
209-914-1065

Customer Phone

(209) 830-3360

Customer Fax**Terms**

Net 30

Quote Expires

3/4/2026

Shipping

Our Truck

<u>Qty</u>	<u>Item</u>	<u>Description</u>	<u>Sales Price</u>	<u>Total</u>
60	0306	Rolling Pin, 18', Hardwood	26.95	1,617.00T
	20% Discount	20% Discount	-20.00%	-323.40
6	5 Gallon Bucket	Empty 5 gallon bucket w/lid	9.99	59.94T
3	LBR	Large "Star" Bead Rack - 7 wire 10'	45.00	135.00T
3	SBR	Small Bead Rack w/4 6' wire	21.50	64.50T
3	SBRRW	Set of 4 replacement wires 6"	14.50	43.50T
12	RSA0	Roselli #0 Stilt	1.00833	12.10T
12	RSA8	Roselli #8 Stilt	2.10833	25.30T
12	RSB46	B Series - #4X6 Stilt	2.33333	28.00T
12	RSD4B20	D Series - #4B-20 Stilt	3.33333	40.00T
20	AG590-C	6" X 4" X 2" Rectangular Sponge	2.61	52.20T
108	AG593-R	Round Sponge, 2.75"	0.76	82.08T
108	PNH-X	Potter's Needle Heavy duty	2.24	241.92T
6	SA10-X	Aluminum Scraper 10	4.59	27.54T
4	DSS	5 Piece Double-Wire End Tool Set	26.89	107.56T
9	JAS	12 Piece wood modeling tool kit	22.49	202.41T
3	SS-101	Stainless Steel Trim Gin Rib	8.05	24.15T
2	Tool	CR-06 Wire Tool - 6 piece set	10.00	20.00T
3	SL 10-2	Letter Stamp Set 1/2"	13.00	39.00T
3	SL 10-4	1/4" Letter Stamp Set	8.00	24.00T
3	SN 10-2	Rubber Letter Stamps Set #2 1/2"	8.00	24.00T
3	SN 10-4	Rubber Stamp Set Numbers 1/4" Tall CCA	6.00	18.00T
3	Tool	MKM RM-001 Square Spiral Roller	14.95	44.85T
3	Tool	MKM RM-1 Roller Handle	19.95	59.85T
6	Tool	MKM RH-2 Mini Roller Handle	10.95	65.70T
3	Tool	MKM MRL-013 Single Rope Mini Roller	8.95	26.85T
3	Tool	MKM MRL-023 Zig Zag Triangles Mini Roller	8.95	26.85T
3	Tool	MKM SCL-037 Dahlia Stamp	11.95	35.85T
3	TS-02	Cellular Texture Sphere - L	26.00	78.00T
3	TS-33	Roly Poly Wonk Texture Sphere	24.00	72.00T

Customer Signature**Subtotal**

Sales Tax (8.25%)

Total

Phone # 408-295-3352

Fax # 408-295-8717

Accounting@clay-planet.com

www.clay-planet.com

Page 2

Clay Planet

1775 Russell Ave.
Santa Clara, CA 95054

Quote

Date 2/2/2026
Quote # 260182

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
209-914-1065

Customer Phone

(209) 830-3360

Customer Fax**Terms**

Net 30

Quote Expires

3/4/2026

Shipping

Our Truck

<u>Qty</u>	<u>Item</u>	<u>Description</u>	<u>Sales Price</u>	<u>Total</u>
12	CPTS	Clay Planet Thickness Strips	20.95	251.40T
6	Mud Tool	Green 5	9.00	54.00T
6	Mud Tool	Mudwire Standard Green	9.00	54.00T
3	HS-WIRE-9-B	HONEY STICK WITH WIRE 9" BLUE HANDLE	2.99	8.97T
3	KLB-4R	Rosewood Kleenex Box for 4.35" Tile	18.00	54.00T
3	HS-WIRE-9-Y	HONEY STICK WITH WIRE 9" YELLOW HANDLE	2.99	8.97T
3	E-6000	E-6000 Adhesive 3.7oz tube	8.00	24.00T
9	Slabmat 12x14 Cl...	Economy Pack 12 x 14 - 12 sheets	53.00	477.00T
1	JIF-LM	Jiffy Mixer, LM	15.75	15.75T
	Curbside Delivery	Curbside Delivery - Our Truck	90.00	90.00T

Customer Signature

Subtotal \$8,528.79

Sales Tax (8.25%) \$703.63

Total \$9,232.42

Phone # 408-295-3352

Fax # 408-295-8717

Accounting@clay-planet.com

www.clay-planet.com

Page 3



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: February 12, 2026
SUBJECT: Approve Overnight Travel for the West High JROTC and Advisors to Attend the Golden Bear National Drill Competition in Torrance, California on April 24-26, 2026

BACKGROUND: The Junior Reserve Officer Training Corp (JROTC) is in their 9th year as a program. The stated mission of the JROTC is to “Develop Citizens of Character” This drill competition provides cadets the opportunity to compete against harder and more competitive JROTC programs. The level of skill and competition is not at the same level of the students that are going to go to Golden Bear National Drill competition. We will leave West High at 12 pm on Friday, April 24th; students will miss most of that day of school but will have the opportunity to complete any missed work. We will travel by district van, 5 students, 2 advisors to attend the Golden Bear National Drill competition located at 3620 W 182nd St., Torrance, CA. 90504. Staying at a nearby hotel.

RATIONALE: The JROTC program will compete against national level competition. This will be an enriching/empowering experience for students, exposing them to a different level of competition that they have not been a part of in the central valley/Sacramento area. This aligns with Strategic Goal #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The cost for hotel, transportation and meals will be approximately \$4,000. This will be paid for by West High JROTC Home Field Advantage.

RECOMMENDATION: Approve Overnight Travel for the West High JROTC and Advisors to Attend the Golden Bear National Drill Competition in Torrance, California on April 24-26, 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: February 10, 2026
SUBJECT: Ratify Special Contract Services Agreement with Individualized Educational Psychology, Inc. for an Independent Educational Evaluation (IEE)

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

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

FUNDING: Expenses for this contract will not exceed a total of \$5,950.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Special Contract Service Agreement with Individualized Educational Psychology, Inc. for an Independent Educational Evaluation (IEE).

Prepared by: Jason Davis, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and INDIVIDUALIZED EDUCATIONAL PSYCHOLOGY, INC., hereinafter referred to as "Contractor,"

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

1. Contractor shall perform the following duties: PROVIDE AN INDEPENDENT EDUCATION EVALUATION (IEE) OF A DISTRICT STUDENT. THE IEE WILL BE PERFORMED IN ACCORDANCE WITH THE SAN JOAQUIN COUNTY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA) GUIDELINES. A WRITTEN REPORT WILL BE PROVIDED TO THE DISTRICT, AT THE SAME TIME THAT IT IS MADE AVAILABLE TO THE PARENTS OF THE STUDENT. THE IEE WILL INCLUDE THE ASSESSMENTS, PROTOCOLS, INTERVIEWS, OBSERVATIONS, REPORT, AND TWO (2) HOUR VIRTUAL IEP MEETING.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 60 () | | HOURS | ☒ | DAYS, under the terms of this agreement at the following location Virtual Assessment.

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

- a. District shall pay \$ 5,950.00 per | | HOUR | | DAY | ☒ | FLAT RATE, not to exceed a total of \$ 5,950.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | | SHALL | ☒ | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a | | MONTHLY PROGRESS BASIS | ☒ | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on February 4, 2026, and shall terminate on June 30th, 2026.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Dr. Jerry Turner, President

Contractor Signature Title

Dr. Jerry Turner

IRS Identification Number

26-3115782

Title

President, LEP#2966

Address

1584 Green Creek Trl

Beaumont, CA 92223

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 11, 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>
Etcheverry, Bobbie Communications Specialist	DEC	9/12/2026	Retirement

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Pozsar, Maria Teacher	THS	06/30/2026	Retirement

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Soto, Aurora Teacher	KHS	01/31/2026	Personal

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Seymour, Vanessa Special Education Para Educator	CES	2/1/2026	Accepted Position
Smith, Nicholas Utility Person III	MOT	2/1/2026	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: February 11, 2026
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Baru, Parimala

Razo, Selena

Seymour, Vanessa

Smith, Nicholas

CLASSIFIED

Special Education Para Educator I (Replacement)
North School
Range 30, Step B - \$23.19 per hour
Fund: Special Education

K-8 Library Technician (Replacement)
George Kelly School
Range 30, Step B - \$23.19 per hour
Fund: 80% State Lottery
20% Learning Recovery

Special Education Para Educator (Replacement)
Central School
Range 30, Step D - \$25.47 per hour
Fund: Special Education

Driver/Dispatcher (Replacement)
Transportation/MOT
Range 38, Step C - \$29.32 per hour
Fund: 50% Home-to-School Transportation
50% Special Education Transportation

BACKGROUND:

DeHaro, Adam

Fielsch, Max

Pasquale, Bryce

Pelillo, Vincent

Stevens, Joclyn

Tiru, Janessa

Tomek, Justin

Tsirelas, John

Uecker, Desirae

COACHESJV Baseball
Tracy High School
\$6,032.60Boys' Tennis
Tracy High School
\$5,024.89Track & Field Assistant
Tracy High School
\$6,032.60Track & Field Assistant
Tracy High School
\$6,032.60Swimming Assistant
West High School
\$5,024.89Boys' JV Volleyball
Tracy High School
\$6,032.60Frosh Baseball
Tracy High School
\$5,024.89Boys' Golf
Kimball High School
\$5,024.89Track & Field Assistant
Kimball High School
\$6,032.60**RECOMMENDATION:** Approve Classified, Certificated and/or Management Employment.**Prepared by:** Tammy Jalique, Associate Superintendent of Human Resources.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 10, 2026
RE: Approve Individual Intern Agreement with CSU Stanislaus

BACKGROUND: Tracy Unified School District currently employs interns through several colleges and universities. This has aided the district in increasing the number of candidates that are available for teaching positions within the district. An agreement between CSU Stanislaus and Tracy Unified School District will allow this individual to continue employment for the 2025-2026 school year. This Agreement will be effective from February 25, 2026.

RATIONALE: Previously, the university provided a general intern agreement. More recently, the university has offered individual intern agreements to meet the needs of individual intern students. This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Individual Intern Agreement with CSU Stanislaus.

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

**TEACHING INTERNSHIP CREDENTIAL PROGRAM AGREEMENT
BETWEEN
CALIFORNIA STATE UNIVERSITY STANISLAUS
AND
SCHOOL DISTRICT**

This Agreement is entered into by and between the Trustees of the California State University, Stanislaus, on behalf of California State University, Stanislaus, hereinafter referred to ("University") and Tracy Unified School District hereinafter, referred to as ("District"), sets forth the provisions and understanding between, the Department of Teacher Education, School District, and Student Intern with respect to participation in the work experience.

WHEREAS, California State University, Stanislaus Internship Program allows participating school districts teacher candidates enrolled in the University's SB 2042 Credential Program to provide instructional services while they complete teacher preparation requirements.

WHEREAS, the purpose of this Agreement is to stipulate the rights and obligations of, each party as required under 5 C.C.R. section 80033.

THEREFORE, the parties mutually agree as follows:

A. RESPONSIBILITIES OF UNIVERSITY DEPARTMENT OF TEACHER EDUCATION

The Intern Coordinator Shall:

1. Verify that the potential intern meets the basic program criteria to become an intern.
2. Submit the University and District recommended Intern Credential Application to the California Commission on Teaching Credentialing (CCTC) and notify the District in writing that the student has been recommended, and the application has been forwarded. University will provide intern support for a maximum of two years from the date the Intern Credential is initially recommended.
3. Provide advisement to the intern regarding the best sequence of courses to complete all intern requirements in a timely manner.
4. Provide through designated intern support coursework a minimum of 72 hours (minimum 36 hours per academic semester) of support/mentoring and supervision to each intern teacher per school year to coach, model, and demonstrate within the classroom and assist with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies.
5. Provide through designated intern support coursework a minimum of 22.5 hours (minimum 11.25 hours per academic semester) of support/mentoring and supervision per school year, including in-classroom coaching that is specific to the needs of English learners. The support/mentoring and supervision should be distributed in a manner that

sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.

B. RESPONSIBILITIES OF THE DISTRICT

The District shall:

1. Provide a Professional Development Plan for interns in consultation with a California Commission approved teacher preparation program. The Professional Development Plan shall include the following:
 - a. Provisions for an annual evaluation of the intern.
 - b. A description of the courses to be completed by the intern, if any, and a plan for completing pre-service or other clinical training, if any, including student teaching.
 - c. Provide a minimum of 72 hours (minimum 36 hours per academic semester) of general support/mentoring and supervision to each intern teacher per school year to coach, model, and demonstrate within the classroom and assist with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies. Provide an average of not less than one hour per week of individualized support and/or mentoring coordinated by the mentor. This additional direct support can include formal district trainings or workshops, professional learning community meetings (PLC), department meetings, faculty meetings, formal observations, individualized student learning plan meetings, etc.
 - d. The support and mentoring will address the needs of students in the placement:
 - i. Special Education: Provide instruction/support during the first semester of service for interns teaching in kindergarten or grades 1 to 6 inclusive in child development and teaching methods and special education programs for pupils with mild and moderate disabilities.
 - ii. Bilingual: Instruction/support, during the first year of services, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the methods of teaching children with mild and moderate disabilities.
2. Provide additional 22.5 (minimum) hours of support/mentoring and supervision per academic school year (minimum 11.25 hours per academic semester), including in-classroom coaching that is specific to the needs of English learners. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners. This additional direct support can include formal trainings, workshops,

professional development opportunities, PLC meetings, department meetings, faculty meetings, and/or district mentorship that specifically targets the instruction and support of English learners.

3. District employed mentor teachers are selected by the District. Mentor teachers should hold a Clear Credential and an English Learner (EL) Authorization in the content area for which they are providing mentorship/support and have a minimum of three years of content area K-12 teaching experience. The District Mentor teacher must have demonstrated exemplary teaching practices as determined by the employer and the preparation program.
4. Abide by the University requirement and timelines for student admittance to the Credential Programs. The University will only accept interns who meet all admission requirements to the University and the Internship Credential Program by the University census date.
5. Allow the University sufficient time, 20 business days to process the student's application for the Internship Credential after all required paperwork has been received.
6. Avoid assigning the intern any substantial outside responsibilities (e.g., coaching or other extracurricular activities) and recognize that the intern's teaching load is the primary responsibility requiring their full attention to successfully complete the program. The District will recognize the intern requirement to fully attend and receive credit for all intern support classed provided by the University and taken per semester by the intern.
7. Pay the intern salary during the internship.
8. Consult the local bargaining unit on matters pertinent to the Internship Program.
9. Terminate the training agreement if it is found that continuing is detrimental to pupils or if, based on performance to date, District or University supervisors recommend dismissal from the Internship Program.
10. Interns should not replace certified employees in the District.

C. RESPONSIBILITIES OF THE STUDENT INTERN

The Student Intern Shall:

1. Enroll and fully participate in the appropriate intern support course (i.e., intern seminar for those who are still completing the credential program, TPA prep course, and/or RICA workshop course) through the University's Continuing and Professional Education each semester while supported under the Intern Credential. Interns must register and pay for their intern support course(s) prior to the University census date and must receive credit for all support courses taken as an intern to remain in good standing with the University.

2. Complete, maintain, and submit the Intern Clinical Hours Log to their intern support instructor(s) each semester while supported by the Intern Credential. This log is meant to document proof of accrued district supported professional development including a minimum of 72 hours (minimum 36 hours per academic semester) of general support/mentoring and/or supervision and an additional 22.5 (minimum 11.25 hours per academic semester) hours of support/mentoring and/or supervision specific to the needs of English learners.
3. The intern support course(s) and professional development activities must add up to a minimum of 144 hours of support/mentoring and/or supervision per intern teacher per school year to include coaching, modeling, and demonstration within the classroom and to assist with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies. These hours are in addition to and separate from the hours required for the program courses taken in the credential program to earn the SB2042 Preliminary Teaching Credential. Maintenance of the records are required to prove the interns have participated in a minimum of 144 hours of general support/mentorship as required by CCTC. (CCTC Program Standards, a student who fails to fully participate in the appropriate intern support course meeting and participate in professional growth activities, will have their intern credential revoked).
4. Complete and submit each semester while supported by the Intern Credential the Intern Professional Development Plan documenting the intern's strengths and challenges with their pedagogical practice in alignment with the Teacher Performance Expectations (TPEs).
5. Perform all duties assigned by the District to teachers.
6. Meet the legal, ethical, and professional standards expected of credentialed teachers.
7. Recognize the continuation as an intern is contingent upon demonstration of satisfactory teaching competence and remaining in good standing with the University's Intern Program. Termination of a teaching assignment based on inadequate performance is the responsibility of the District and the University based on their professional judgment.
8. Complete Teaching Internship Credential Program Supplemental Data as reference in Exhibit A, hereinafter made part of this Agreement and provide pertinent information promptly when requested by the University or the District.
9. Upon completion of the last course in the Credential Program and passage of TPAs and/or RICA, apply for the Preliminary Credential as required by CCTC.

D. TERM

The term of this Agreement shall be for a period of five (5) years from the date of execution. The Agreement may be terminated by either party after giving the other party a thirty (30) days written termination notice. Any such notice of termination shall ensure that participating student interns have completed the program.

E. INDEMNIFICATION

Each party shall indemnify, defend, and hold harmless the other party, the State of California, respective officers, agents, and employees from any and all claims and losses accruing or resulting to any other person, firm, or corporation furnishing, or supplying work, service, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation related to arising out of or resulting from performance of this Agreement.

IN WITNESSS WHEREOF, by signing this Agreement, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature.

**CALIFORNIA STATE UNIVERSITY,
STANISLAUS**

DISTRICT

By: Todd Harris
Digitally signed by Todd Harris
Date: 2026.02.11 15:54:18 -08'00'

Name: Todd Harris

Title: Senior Buyer

Date: 2/11/2026

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

TEACHING INTERNSHIP CREDENTIAL PROGRAM SUPPLEMENTAL DATA

CHECK THE APPROPRIATE CREDENTIAL:

_____ Education Specialist: Mild/Moderate Intern Credential

_____ Education Specialist: ES Extensive Needs Intern Credential

 X Multiple Subject Intern Credential X with Bilingual Authorization in
Spanish

_____ Single Subject Intern Credential _____ with Bilingual Authorization in _____

1. PERSONAL INFORMATION

Full Name: Yesenia Rivera

CSU Stanislaus Student Identification Number:

2. SCHOOL INFORMATION

School District (Do not abbreviate with initials):

Tracy Unified School District

Assigned School: South West Park Elementary

Street Address: 550 W Mt Diablo Avenue

City: Tracy State: CA Zip: 95376

School Telephone:

209-830-3335

Principal (First AND Last Name):

Juan Lopez

Grade(s) & Subject(s):

Kinder Bilingual

Do you hold an emergency permit? If yes, expiration date: _____

3. CONTRACT INFORMATION (TO BE COMPLETED BY HIRING AGENCY)

County: San Joaquin County County Code: 39 District Code: 75499

Name of Assigned Support Provider/Mentor at School Site:

HR Department Contact:

Name: _____ Email: _____ Phone #: _____

Initial internship employment **will begin** on _____ and end on

(note: initial date cannot be past **90 days**)

Type of Classroom: _____ General Education _____

Bilingual Education (BILA) _____

Total Number of Days in the Week the Intern Will Be Teaching: _____

Signature of School Official

Date

Name of School Official



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: February 24, 2026
SUBJECT: **Accept Proposal from Pro-K12 Consulting & CM Services For Monte Vista Modernization Project**

BACKGROUND: Tracy Unified School District is advancing major capital improvement projects at Monte Vista Middle School address aging infrastructure, programmatic needs, enrollment considerations, and long-term educational goals. These projects involve complex planning, design coordination, budgeting, scheduling, and construction activities that require specialized expertise to ensure successful delivery.

Given the scale, technical complexity, and regulatory requirements associated with school construction—including Division of the State Architect (DSA) oversight, public contracting laws, and coordination with multiple stakeholders—the District determined that professional construction management and construction services are necessary to support project execution from pre-construction through closeout.

RATIONALE: Consulting & CM Services provide construction and construction management services will support the District's commitment to fiscal responsibility, project transparency, and on-time delivery. These services will help ensure that both projects are executed efficiently while maintaining quality and compliance with all applicable regulations.

The use of professional construction and CM services will:

- Provide **independent cost estimating, budgeting, and schedule validation**
- Enhance **coordination between architects, engineers, inspectors, and District staff**
- Support **constructability reviews and value-engineering efforts** to maximize public funds
- Improve **risk management**, including change order control and claims avoidance
- Ensure **DSA compliance, documentation accuracy, and inspection coordination**
- Maintain **project continuity** from pre-construction through closeout

For Monte Vista Middle School, these services are critical given the scope of planning and development associated with a major campus project.

FUNDING: \$1,095,180.00 Bond Measure O

RECOMMENDATIONS: Accept Proposal from Pro-K12 Consulting & CM Services for Monte Vista Modernization Project.

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

February 12, 2026

Construction Management Services Proposal

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

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

Subject: Construction Management Services Proposal for the Monte Vista Middle School New MPR and Modernization Project

Dear Eloy,

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

Management Approach

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

Project Overview: Increments 1 & 2

We understand that the Monte Vista Middle School New MPR and Modernization Project is structured into two distinct phases to ensure maximum efficiency, best value, and campus safety.

Increment 1 focuses on a two Phase approach. Phase 1 includes the site infrastructure and modular preparation, including the construction of the building pad and foundations, the extension of MEP systems tailored for the MPR new building, and the completion of the new adjacent courtyard including landscape, irrigation, and ADA-compliant flatwork. These design services are currently being developed by HMC Architects. Phase 2 includes the second half modernization element of the existing campus facilities to ensure student environments are fully functional in both the Fall and Spring Semesters.

Increment 2 encompasses the specialized building design, off-site fabrication, and delivery of the modular single story and/or a 2-story facility. This phase includes the logistics of transporting modules to the site, craning them onto the Increment 2 foundations, and the final execution of interior finishes, and systems commissioning.

By separating the scope into these increments, Pro-K12 supports the district's best plan for a seamless transition from site development to building occupancy while maintaining strict DSA compliance and minimizing disruption to the active campus. These design services for the building will be provided by the modular contractor approved by the board.

Scope of Work

The Construction Management Services provided under this agreement shall be performed detailed in the attached: **Exhibit A: Scope of Work.**

Term and Compensation

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

Based on an assumed total contract value of **\$ 24,337,334.00**, the total **fixed fee** for this engagement is **One Million Ninety-Five Thousand One Hundred Eighty Dollars (\$ 1,095,180.00)**. Pro-K12 will bill TUSD monthly based on service progress.

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

Additional Services

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

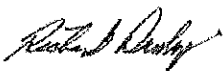
Time for Completion

Time for Completion shall be from February 2026 through July 2028 (Subject to board approval).

Note: Close-out and final documentation, including but not limited to, closing and certification of the DSA permit application, will be completed on or about August 2028.

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

Sincerely,



Rich Dunlap ccm
Principal, Pro-K12

District Acceptance

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

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

(Exhibit A)

Scope of Work

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

1. Pre-Construction Planning and Design

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

2. Constructability Reviews and Estimating

- Milestone Cost Estimating: Perform cost estimates at the SD, DD, and CD phases, specifically tracking against the TUSD board approved Master Budget for the Project to ensure fiscal accountability.
- DSA-Focused Constructability Analysis: Review drawings for "buildability" with a specific focus on Division of the State Architect (DSA) requirements, ensuring that structural, fire life-safety, and accessibility (ADA) details are reasonable before submittal to avoid costly field corrections.
- Value Engineering (VE): Propose alternative materials or systems that maintain the high-durability standards required for school environments while reducing costs or accelerating the timeline for student occupancy.
- Specialized Labor & Market Analysis: Monitor trends in labor and specialized materials—to advise the District on optimal bid timing for maximum competition.
- Long-Lead Item Identification: Proactively identify equipment with extended lead times, such as HVAC units or electrical switchgear, and develop early procurement strategies to ensure the 2-story facility is ready for the academic school year (Fall 2027).

- **Interdisciplinary MEP Coordination:** Verify that all architectural, structural, and MEP drawings are fully integrated, specifically checking for conflicts using a responsibility matrix to minimize double-ups or gaps in scope between both project increments.
- **School Safety & Site Logic Review:** Evaluate the plans to ensure that proposed construction methods align with campus safety protocols, including the separation of construction activities from student occupied areas and maintaining clear emergency egress paths at all times.

3. Bid Document Preparation

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

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

4. Bid and Award

The CM will manage the contractor solicitation and selection process.

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

5. Construction Oversight

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

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

observing and supporting the inspection work by the district's DSA project inspector, and coordinate with the district's soils engineer and the district's materials testing laboratory.

- Coordination: Chair and document weekly progress meetings and specialty coordination meetings, facilitating communication between all parties (Owner, A/E, contractors, and authorities).
- Change Management: Manage the Change Order (CO) process, including reviewing and negotiating contractor proposals for scope, cost, and schedule impacts. Draft and package all reasonable change orders for board approval.
- Payment Process: Review and approve the contractor's Schedule of Values. Review and approve contractors' monthly Applications for Payment based on work completed and stored materials. Also, review and approve other vendors invoicing related to the Project (e.g. Architect, IOR, Testing Lab, Soils Engineer, etc.).

6. Post Construction and Close-Out

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

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

(End of Exhibit A)

(Exhibit B)

Fixed Fee Structure

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

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

Payout Schedule for Flat Fees

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

Based on a total construction contract amount of \$ 24,337,334.00, at a rate of 4.5%.

CM Fee Allocation Matrix

Total Fee: \$1,095,180.00

Project Phasing	% Allocation	Phase Cost
Pre-Construction Planning and Design	15%	\$164,277.00
Constructability Reviews and Estimating	10%	\$109,518.00
Bid Document Preparation	5%	\$54,759.00
Bid and Award	5%	\$54,759.00
Construction	60%	\$657,108.00
Post Construction and Close-Out	5%	\$54,759.00
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Total CM Fee	100%	\$1,095,180.00

Invoicing

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

The mark-up on any approved item of Reimbursement approved by the district shall not exceed five percent (10%).

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

(End of Exhibit B)

(Exhibit C)

Hourly Billing Rates (Extra Work)

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

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

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

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

Other Expenses

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

Additional (Add) Services

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

These include but are not limited to:

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

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

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

(End of Exhibit C)



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas Assoc Supt of Business Services
DATE: February 24, 2026
SUBJECT: **Adopt Resolution 25-16 Authorizing Issuance of 2026 Refunding General Obligation Bonds in the Principal Amount not to Exceed \$32,000,000**

BACKGROUND: : The District has held successful bond elections in its sub-territory known as SFID No. 3 and addressed important facility improvement projects with bond proceeds. At this time, the District has been informed that, based on current financial market conditions, it has the opportunity to refinance all or portions of three prior series of bonds (2008 Series 2015, 2016 Ref GOBs and 2014 Series 2018) for interest cost savings that can be passed to property taxpayers. The Resolution listed above authorizes the issuance of up to \$32 million in refunding bonds pursuant to the Government Code, provided that savings can be achieved and that the final term of the prior bonds is not extended past the original term. The Bonds will be issued as tax-exempt bonds, in the form of current interest bonds only. Capital appreciation bonds are not authorized. Savings will be passed on to District property tax payers.

The Resolution authorizes the sale of the bonds by negotiation to the underwriting firm of Raymond James & Associates, Inc., which will buy all of the bonds from the District and thereafter have the responsibility of placing the bonds with separate investors. The terms of the sale will be documented in the Bond Purchase Agreement, which is approved as to form in the Resolution. The resolution authorizes District officials to finalize other items relating to the issuance of the Bonds. This includes the Preliminary Official Statement (the "POS"), which is the document that will be used to provide disclosure to potential investors regarding the repayment terms and security features of the bonds (*ad valorem* property tax collections) and other matters meeting industry standards regarding investor disclosures. The District's obligation under federal securities laws is to ensure that the POS contains all material information for making an investment and does not contain any material misstatements or omissions. District staff is authorized in the Resolution to work with the financing team following approval to ensure the POS is complete and accurate before it is circulated to bond investors. It is currently expected that the Bonds will be issued and funds available to the District in mid-May 2026.

RATIONALE: The proposed refunding allows the School District to capitalize on current market conditions to lower debt service costs on previously issued bonds. This action will result

in interest savings for property taxpayers, this will not extend the final maturity rate of the bonds, and will not authorize capital appreciation bonds or increase tax rates.

FUNDING: General Obligation Bonds are repaid by voter-approved property tax collections. This is with respect to the District-wide area. Proceeds will provide funding for the refinancing. Issuance costs will be paid from the proceeds of the bonds.

RECOMMENDATION Adopt Resolution 25-16 Authorizing Issuance of 2026 Refunding General Obligation Bonds in the Principal Amount not to Exceed \$32,000,000.

Prepared by: Eloy Vento, Director of Facilities, Planning & Construction.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas Assoc Supt of Business Services
DATE: February 24, 2026
SUBJECT: Adopt Resolution 25-19 Procedures and Guidelines for Selection of Lease-Leaseback Contractor (Education Code §17406)

BACKGROUND: For lease-leaseback construction contracts awarded on or after January 1, 2017, Education Code section 17406 requires California school districts to use a best value process to select the lease-leaseback contractor; and for such lease-leaseback contracts, Education Code section 17406 requires the governing board of the school district to adopt required procedures and guidelines for evaluating the qualifications of proposers that ensure that the best value selections by the school district are conducted in a fair and impartial manner;

and for such lease-leaseback contracts, Education Code sections 17400 and 17406 states that the best value process shall be a competitive procurement process where the contractor is selected on the basis of objective criteria for evaluating the qualifications of the proposers with the resulting selection representing the best combination of price and qualifications; and

Education Code section 17406 requires that the lease-leaseback contractor selection process shall at a minimum include that statute's requirements.

RATIONALE: Education Code section 17406 requires the governing board of the school district to adopt required procedures and guidelines for evaluating the qualifications of proposers that ensure that the best value selections by the school district are conducted in a fair and impartial manner; and

FUNDING: N/A

RECOMMENDATION: Adopt Resolution 25-19 Procedures and Guidelines for Selection of Lease-Leaseback Contractor (Education Code §17406)

Prepared by: Eloy Vento, Director of Facilities, Planning & Construction.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #25-19
ADOPTING PROCEDURES AND GUIDELINES FOR SELECTION LEASE-LEASEBACK
CONTRACTOR (Education Code §17406)**

WHEREAS, for lease-leaseback construction contracts awarded on or after January 1, 2017, Education Code section 17406 requires California school districts to use a best value process to select the lease-leaseback contractor; and

WHEREAS, for such lease-leaseback contracts, Education Code section 17406 requires the governing board of the school district to adopt required procedures and guidelines for evaluating the qualifications of proposers that ensure that the best value selections by the school district are conducted in a fair and impartial manner; and

WHEREAS, for such lease-leaseback contracts, Education Code sections 17400 and 17406 states that the best value process shall be a competitive procurement process where the contractor is selected on the basis of objective criteria for evaluating the qualifications of the proposers with the resulting selection representing the best combination of price and qualifications; and

WHEREAS, Education Code section 17406 requires that the lease-leaseback contractor selection process shall at a minimum include that statute's requirements.

NOW, THEREFORE, BE IT RESOLVED that the procedures and guidelines specified in Education Code section 17406(a)(2)(A)-(G), effective January 1, 2017 (see Exhibit A to this Resolution) are adopted for use when the Tracy Unified School District seeks proposals for a public project using the lease-leaseback delivery method pursuant to Education Code section 17406. This Resolution supersedes any prior lease-leaseback resolution related to procedures and guidelines for use of the lease-leaseback delivery method.

BE IT FURTHER RESOLVED The foregoing Resolution was adopted by the Governing Board of the Tracy Unified School District of San Joaquin County, State of California, at a meeting held of said Board held on the February day of 24th, 2026, by the following vote:

PASSED AND ADOPTED, THIS 24th DAY OF FEBRUARY, 2026, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District

EXHIBIT A

Procedures and Guidelines for Selection of a Lease-Leaseback Contractor

A. The Tracy Unified School District ("District") shall prepare a request for sealed proposals from qualified proposers. The District shall include in the request for sealed proposals an estimate of price of the project, a clear, precise description of any preconstruction services that may be required and the facilities to be constructed, the key elements of the instrument to be awarded, a description of the format that proposals shall follow and the elements they shall contain, the standards the District will use in evaluating proposals, the date on which proposals are due, and the timetable the District will follow in reviewing and evaluating proposals.

B. The District shall give notice of the request for sealed proposals in the manner of notice provided in Section 20112 of the Public Contract Code and in a trade paper of general circulation published in the county where the project is located, with the latest notice published at least 10 days before the date for receipt of the proposals.

C. A proposer shall be prequalified in accordance with subdivisions (b) to (m), inclusive, of Section 20111.6 of the Public Contract Code in order to submit a proposal. If used, electrical, mechanical, and plumbing subcontractors shall be subject to the same prequalification requirements for prospective bidders described in subdivisions (b) to (m), inclusive, of Section 20111.6 of the Public Contract Code, including the requirement for the completion and submission of a standardized prequalification questionnaire and financial statement that is verified under oath and is not a public record. These pre-qualification requirements shall be included in the contract documents for any lease-leaseback construction agreement.

D. The request for sealed proposals shall identify all criteria that the district will consider in evaluating the proposals and qualifications of the proposers, including relevant experience, safety record, price proposal, and other factors specified by the district. The price proposal shall include, at the district's discretion, either a lump-sum price for the instrument to be awarded or the proposer's proposed fee to perform the services requested, including the proposer's proposed fee to perform preconstruction services or any other work related to the facilities to be constructed, as requested by the district. The request for proposals shall specify whether each criterion will be evaluated pass-fail or will be scored as part of the best value score, and whether proposers must achieve any minimum qualification score for award of the instrument under this section.

E. For each score criterion, the district shall identify the methodology and rating or weighting system that will be used by the district in evaluating the criterion, including the weight assigned to the criterion and any minimum acceptable score.

F. Proposals shall be evaluated and the instrument awarded under this section in the following manner:

1. All proposals received shall be reviewed to determine those that meet the format requirements and the standards specified in the request for sealed proposals.

2. The district shall evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the request for sealed proposals and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the district.

3. The award of the instrument shall be made by the governing board of the district to the responsive proposer whose proposal is determined, in writing by the governing board of the district, to be the best value to the district.

4. If the initially selected proposer refuses or fails to execute the tendered instrument or honor its proposal, the governing board of the District may award the instrument to the proposer with the second highest best value score if the governing board of the District deems it to be for the best interest of the District; and the District may recover damages from the initially selected proposer, or from any security submitted by the initially selected proposer, caused by such refusal or failure. If the second selected proposer refuses or fails to execute the tendered instrument or honor its proposal, the governing board of the District may award the instrument to the proposer with the third highest best value score if the governing board of the District deems it to be for the best interest of the District; and the District may recover damages from the second selected proposer, or from any security submitted by the second selected proposer, caused by such refusal or failure.

5. Notwithstanding any other law, upon issuance of a contract award, the district shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the district's contract award and the contract file shall provide sufficient information to satisfy an external audit.

G. The governing board of the district, at its discretion, may reject all proposals and request new proposals.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: February 24, 2026
SUBJECT: **Accept ACME Construction Bid Proposal for the (4) 2026 ELOP Projects: Poet Elementary, North Elementary, Freiler Elementary, Jacobson Elementary**

BACKGROUND: The Expanded Learning Opportunities Program (ELOP) requires school districts to provide safe, high-quality before-school, after-school, and intersession learning environments for eligible students. At several Tracy Unified School District elementary campuses—specifically Freiler, Jacobson, Poet-Christian, and North Elementary. Given the scale, technical complexity, and regulatory requirements associated with school construction—including Division of the State Architect (DSA) oversight, public contracting laws, and coordination with multiple stakeholders—the District determined that professional construction management and construction services are necessary to support project execution from pre-construction through closeout.

RATIONALE: The proposed ELOP classroom projects will provide purpose-designed, safe, and functional learning environments that directly support expanded learning programming while minimizing disruption to the regular instructional day. These improvements are intended to:

Investing in ELOP-specific classroom upgrades ensures that District facilities align with current program requirements while maximizing the effectiveness of available funding. These improvements represent a cost-effective strategy to meet state mandates, improve equity of access to expanded learning, and enhance the overall educational environment at each campus.

FUNDING: Fund 25 \$2,898,951.00

RECOMMENDATIONS: Accept ACME Construction Bid Proposal for the (4) 2026 ELOP Projects: Poet Elementary, North Elementary, Freiler Elementary, Jacobson Elementary

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

GMP
TRACY USD BOYS & GIRLS CLUB ELOP
TRACY USD - TRACY CA

DATE: 1/28/2026

CRAFT	SUBCONTRACTOR	NORTH ES	FREILER ES	JACOBSON ES	POET-CHRISTES	TOTAL BASE BID
		TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
Field Engineering	MCR Engineering	7,400	7,400	10,300	7,400	32,500
SWPPP	Acme Estimate	5,000	5,000	5,000	5,000	20,000
Demolition	Don Lawley Co.	5,479	7,413	13,270	4,200	30,362
Playground Structure Removal	Don Lawley Co.	INC	INC	INC	INC	INC
Earthwork/Paving	AM Stephens	85,024	93,893	204,342	109,127	492,386
Trench Patch	Acme Estimate	5,000	NIC	NIC	NIC	5,000
Seal Coat	Compass Engineering	NIC	7,400	11,900	7,200	26,500
Striping	Compass Engineering	NIC	4,800	5,700	NIC	10,500
Site Utilities (W/S&SD)/ Dry Wells	Barry's Backhoe Service	54,500	45,000	78,000	63,000	230,500
Utility Demo	Acme Estimate	1,500	1,500	1,500	1,500	6,000
Chain-Link Fence/ Gates, Ornamental	All Commercial Fence	38,580	9,815	13,440	12,505	74,340
Fence Repair	Acme Estimate	2,500	2,500	2,500	2,500	10,000
Landscape/ Irrigation/ Bark/ Crushed Rock	Artificial Turf & Landscape	31,800	5,115	39,648	33,281	109,844
Landscape Repair	Acme Estimate	2,500	2,500	2,500	2,500	10,000
Rebar - Foundations	Northern Steel	3,425	3,425	3,425	3,425	13,700
Rebar - Site	AM Stephens	INC	INC	INC	INC	INC
Venue/ Gates	Accelerated Construction & Metal	5,067	5,067	5,067	5,068	20,269
Building Foundation	Acme Estimate	84,600	84,600	84,600	84,600	338,400
Miso Steel	Acme Estimate	5,000	5,000	5,000	5,000	20,000
Site Concrete	AM Stephens	40,764	30,918	86,515	50,183	208,480
Joint Sealants	AM Stephens	INC	INC	INC	INC	INC
Signage - OFCI	Acme Estimate	700	700	700	700	2,800
Toilet Accessories - OFCI	Acme Estimate	250	250	250	250	1,000
Electrical	Collins Electrical Co	143,488	112,604	124,911	115,320	496,323
Plumbing	Sunmi Plumbing & Mech	17,800	17,800	19,300	17,800	72,700
Knox Box	Acme Estimate	1,000	NIC	NIC	NIC	1,000
TOTAL COST OF WORK		541,477	454,700	717,988	521,559	2,235,704
Acme General Conditions 5 Months @ \$42,400/month		53,000.00	53,000.00	53,000.00	53,000.00	212,000
Subtotal w/ GC's		\$94,477.00	\$97,700.00	\$770,988.00	\$574,559.00	2,447,704.00
Overhead & Profit Rate 0.05500000		32,696.24	27,923.50	42,463.24	31,600.76	134,623.72
Subtotal with O & P		627,173.24	535,623.50	813,371.24	606,159.76	2,582,327.72
Insurance Percentage Rate 0.00650000		4,076.63	3,481.65	5,286.51	3,940.04	16,785.13
Subtotal with Insurance		659,869.47	663,547.00	859,774.48	637,760.49	2,716,951.44
Builder's Risk Insurance Rate 0.0100		6,598.69	5,635.47	8,557.74	6,377.60	27,189.51
Subtotal with Builder's Risk		666,468.10	567,028.55	868,332.22	644,138.09	2,739,739.57
Bond Percentage Rate 0.0076000		5,045.99	4,309.42	6,544.07	4,876.92	20,776.40
Subtotal with Bond Rate		670,544.79	572,684.02	869,519.14	648,078.13	2,760,908.08
SUBTOTAL		670,545	572,684	869,519	648,078	2,760,909
OWNER CONTINGENCY 5%		33,527	28,633	43,481	32,404	138,045
TOTAL GMP		704,072	601,297	913,100	680,482	2,898,951



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: February 24, 2026
SUBJECT: **Accept Proposal from Pro-K12 Consulting & CM Services For McKinley Elementary Modernization Project**

BACKGROUND: Tracy Unified School District is advancing major capital improvement projects at McKinley Elementary School address aging infrastructure, programmatic needs, enrollment considerations, and long-term educational goals. These projects involve complex planning, design coordination, budgeting, scheduling, and construction activities that require specialized expertise to ensure successful delivery.

Given the scale, technical complexity, and regulatory requirements associated with school construction—including Division of the State Architect (DSA) oversight, public contracting laws, and coordination with multiple stakeholders—the District determined that professional construction management and construction services are necessary to support project execution from pre-construction through closeout.

RATIONALE: Engaging ProK12 to provide construction and construction management services will support the District's commitment to fiscal responsibility, project transparency, and on-time delivery. These services will help ensure that both projects are executed efficiently while maintaining quality and compliance with all applicable regulations.

The use of professional construction and CM services will:

- Provide **independent cost estimating, budgeting, and schedule validation**
- Enhance **coordination between architects, engineers, inspectors, and District staff**
- Support **constructability reviews and value-engineering efforts** to maximize public funds
- Improve **risk management**, including change order control and claims avoidance
- Ensure **DSA compliance, documentation accuracy, and inspection coordination**
- Maintain **project continuity** from pre-construction through closeout

For McKinley Elementary School, these services are critical given the scope of planning and development associated with a major campus project.

FUNDING: \$1,896,179.00 Bond Measure O

RECOMMENDATIONS: Accept Proposal from Pro-K12 Consulting & CM Services For McKinley Elementary Modernization Project

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

February 12, 2026

Construction Management Services Proposal

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

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

Subject: **Construction Management Services Proposal for the McKinley Elementary School New Campus Replacement Project**

Dear Eloy,

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

Management Approach

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

Project Overview: Increments 1 & 2

We understand that the McKinley Elementary School New Campus Replacement Project is structured into two distinct phases to ensure maximum efficiency, best value, and campus safety.

Increment 1 focuses on a two Phase approach. Phase 1 includes the site infrastructure and modular preparation, including the construction of the building pad and foundations, the extension of MEP systems tailored for the new building, and the completion of the new campus courtyards including landscape, irrigation, and ADA-compliant flatwork. These design services are currently being developed by PBK Architects. Phase 2 includes the demolition of the old campus and the construction of the new playground and play fields once the phase 1 work is completed.

Increment 2 encompasses the specialized building design, off-site fabrication, and delivery of the modular single story and 2-story facilities. This phase includes the logistics of transporting modules to the site, craning them onto the Increment 2 foundations, and the final execution of interior finishes, equipment integration, and

Systems commissioning. By separating the scope into these increments, Pro-K12 supports the district's best plan for a seamless transition from site development to building occupancy while maintaining strict DSA compliance and minimizing disruption to the active campus. These design services for the building will be provided by the modular contractor approved by the board.

Scope of Work

The Construction Management Services provided under this agreement shall be performed detailed in the attached: **Exhibit A: Scope of Work.**

Term and Compensation

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

Based on an assumed total contract value of \$ 47,404,466.00, the total fixed fee for this engagement is **One Million Eight Hundred Ninety-Six Thousand One Hundred Seventy-Nine Dollars (\$1,896,179.00)**. Pro-K12 will bill TUSD monthly based on service progress.

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

Additional Services

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

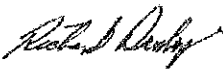
Time for Completion

Time for Completion shall be from February 2026 through December 2028 (Subject to board approval).

Note: Close-out and final documentation, including but not limited to, closing and certification of the DSA permit application, will be completed on or about January 2029.

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

Sincerely,



Rich Dunlap ccm
Principal, Pro-K12

District Acceptance

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

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

(Exhibit A)

Scope of Work

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

1. Pre-Construction Planning and Design

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

2. Constructability Reviews and Estimating

- Milestone Cost Estimating: Perform cost estimates at the SD, DD, and CD phases, specifically tracking against the TUSD board approved Master Budget for the Project to ensure fiscal accountability.
- DSA-Focused Constructability Analysis: Review drawings for "buildability" with a specific focus on Division of the State Architect (DSA) requirements, ensuring that structural, fire life-safety, and accessibility (ADA) details are reasonable before submittal to avoid costly field corrections.
- Value Engineering (VE): Propose alternative materials or systems that maintain the high-durability standards required for school environments while reducing costs or accelerating the timeline for student occupancy.
- Specialized Labor & Market Analysis: Monitor trends in labor and specialized materials—to advise the District on optimal bid timing for maximum competition.
- Long-Lead Item Identification: Proactively identify equipment with extended lead times, such as HVAC units or electrical switchgear, and develop early procurement strategies to ensure the 2-story facility is ready for the academic school year (Fall 2027).

- Interdisciplinary MEP Coordination: Verify that all architectural, structural, and MEP drawings are fully integrated, specifically checking for conflicts using a responsibility matrix to minimize double-ups or gaps in scope between both project increments.
- School Safety & Site Logic Review: Evaluate the plans to ensure that proposed construction methods align with campus safety protocols, including the separation of construction activities from student occupied areas and maintaining clear emergency egress paths at all times.

3. Bid Document Preparation

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

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

4. Bid and Award

The CM will manage the contractor solicitation and selection process.

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

5. Construction Oversight

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

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

observing and supporting the inspection work by the district's DSA project inspector, and coordinate with the district's soils engineer and the district's materials testing laboratory.

- Coordination: Chair and document weekly progress meetings and specialty coordination meetings, facilitating communication between all parties (Owner, A/E, contractors, and authorities).
- Change Management: Manage the Change Order (CO) process, including reviewing and negotiating contractor proposals for scope, cost, and schedule impacts. Draft and package all reasonable change orders for board approval.
- Payment Process: Review and approve the contractor's Schedule of Values. Review and approve contractors' monthly Applications for Payment based on work completed and stored materials. Also, review and approve other vendors invoicing related to the Project (e.g. Architect, IOR, Testing Lab, Soils Engineer, etc.).

6. Post Construction and Close-Out

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

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

(End of Exhibit A)

(Exhibit B)

Fixed Fee Structure

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

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

Payout Schedule for Flat Fees

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

Based on a total construction contract amount of \$ 47,404,466.00, at a rate of 4.0%.

CM Fee Allocation Matrix

Total Fee: \$1,896,179.00

Project Phasing	Allocation	Base Cost
Pre-Construction Planning and Design	15%	\$284,427.00
Constructability Reviews and Estimating	10%	\$189,618.00
Bid Document Preparation	5%	\$94,809.00
Bid and Award	5%	\$94,809.00
Construction	60%	\$1,137,707.00
Post Construction and Close-Out	5%	\$94,809.00
Total CM Fee	100%	\$1,896,179.00

Invoicing

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

The mark-up on any approved item of Reimbursement approved by the district shall not exceed five percent (10%).

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

(End of Exhibit B)

(Exhibit C)

Hourly Billing Rates (Extra Work)

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

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

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

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

Other Expenses

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

Additional (Add) Services

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

These include but are not limited to:

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

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

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

(End of Exhibit C)



EDUCATION SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Education Services
DATE: February 11, 2026
SUBJECT: Adopt Revised/New Board Policies and Acknowledge Administrative Regulations Impacted by AB 495 (Second 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	This is a new exhibit to accompany AR 5125.1

RECOMMENDATION: Adopt Revised/New Board Policies and Acknowledge Administrative Regulations Impacted by AB 495 (Second 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: February 11, 2025
SUBJECT: Acknowledge Revised Administrative Regulation 1312 Uniform Complaint Procedures (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 Uniform Complaint Procedures 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 (Second Reading).

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. of Human Resources
DATE: February 11, 2026
RE: Approve a Declaration for a Provisional Internship Permit

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

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

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve a Declaration for a Provisional Internship Permit.

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

BEFORE THE BOARD OF TRUSTEES

**TRACY UNIFIED SCHOOL DISTRICT
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA**

DECLARATION

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

Candace Jensen – Bohn Elementary School – Education Specialist

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 11, 2026
SUBJECT: Adopt Revisions to Board Policies 4119.1 and 4219.1 and Adopt New Board Policy 4319.1 Civil and Legal Rights (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 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: Adopt Revisions to Board Policies 4119.1 and 4219.1 and Adopt New Board Policy 4319.1 Civil and Legal Rights (Second 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

~~No employee, employee association representative, member of any employee organization or any other participant in a grievance procedure shall suffer reprisals in any~~

CIVIL AND LEGAL RIGHTS

~~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 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

CIVIL AND LEGAL RIGHTS

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)

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.

CIVIL AND LEGAL RIGHTS

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
- 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**

CIVIL AND LEGAL RIGHTS

~~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

**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

CIVIL AND LEGAL RIGHTS

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 of Human Resources
DATE: February 9, 2026
SUBJECT: Approve Resolution 25-17, Authorizing Reduction and Elimination of Particular Kinds of Certificated Services for the 2026-2027 School Year

BACKGROUND: Pursuant to Education Codes 44949 and 44955, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to reduce or discontinue particular kinds of services in order to reduce the number of certificated employees of the District.

RATIONALE: Reduction or discontinuance of particular kinds of service is needed to address staffing needs and budget concerns for the 2026-2027 school year.

FUNDING: None.

RECOMMENDATION: Approve Resolution 25-17, Authorizing Reduction and Elimination of Particular Kinds of Certificated Services for the 2026-2027 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 25-17

**REDUCTION AND ELIMINATION
OF PARTICULAR KINDS OF CERTIFICATED SERVICES
FOR THE 2026-2027 SCHOOL YEAR**

WHEREAS, Education Code section 44955 permits the Governing Board to reduce or discontinue particular kinds of services not later than the beginning of the next school year; and

WHEREAS, the Governing Board of the Tracy Unified School District has determined that it shall be necessary to decrease the following programs and services of the District no later than the beginning of the 2026-2027 school year; and

WHEREAS, it shall be necessary to terminate at the end of the 2025-2026 school year the employment of certain certificated employees of the District as a result of the elimination of the programs and services; and

WHEREAS, the Governing Board of the Tracy Unified School District has further determined that among employees who first rendered paid service to the District on the same day, the order of termination will be based solely on the needs of the District and students thereof;

THEREFORE, BE IT RESOLVED by the Governing Board of the Tracy Unified School District that the following particular kinds of services shall be reduced or eliminated no later than the beginning of the 2026-2027 school year:

PARTICULAR KIND OF SERVICE	NUMBER OF FULL TIME (FTE) POSITIONS
a. High School English Teaching Program	1.0 FTE
b. High School Math Teaching Program	0.4 FTE
c. High School Social Science Teaching Program	0.2 FTE
d. Middle School Social Science Teaching Program	0.2 FTE
e. High School Biology Teaching Program	0.2 FTE
f. High School Chemistry Teaching Program	0.4 FTE
g. Middle School Science Teaching Program	0.6 FTE
h. High School Music Teaching Program	0.2 FTE
i. High School Business Teaching Program	0.2 FTE

j.	High School Physical Education Teaching Program	0.4 FTE
k.	Middle School Physical Education Teaching Program	0.4 FTE
l.	High School Spanish Teaching Program	1.0 FTE
m.	High School French Teaching Program	0.2 FTE
n.	High School AVID Teaching Program	0.4 FTE
o.	High School Credit Recovery Teaching Program	0.4 FTE
p.	Elementary Multiple Subject Teaching Program	9.0 FTE
TOTAL FTE		15.2 FTE

BE IT FURTHER RESOLVED that the District may deviate from terminating certificated employees in order of seniority, based on a specific need for personnel who possess special training and/or experience, or competency, necessary to teach specific courses or courses of study or to provide specific services, which others with more seniority do not possess, as follows:

1. He or she holds a BCLAD, CLAD, SB 2042, AB 1059, SB 395 or equivalent certification and training authorizing him/her to provide instruction to English Learners; and
2. His or her credential authorizing the service to be provided is a regular credential, and not solely on a Short-Term Staff Permit (STSP) or a Provisional Internship Permit (PIP); and
3. He or she has a single subject credential authorizing the full spectrum of courses within that subject area or has a credential authorizing the teaching of foundational-level courses in grades 9-12.

BE IT FURTHER RESOLVED that the Superintendent or his/her designee is directed to send appropriate notices to all employees whose positions may be lost by virtue of this action. Nothing herein shall be deemed to confer any status or rights upon temporary certificated employees or other employee in addition to those specifically granted to such employees by statute.

PASSED AND ADOPTED by the Board of Trustees of the Tracy Unified School District on February 24, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

ATTESTED:

I certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District, County of San Joaquin, on the date shown above.

Clerk
Board of Trustees
Tracy Unified School District



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 12, 2026
SUBJECT: **Adopt Resolution 25-20, Authorizing Reduction or Elimination of Classified Management Services for the 2026-2027 School Year**

BACKGROUND: Pursuant to Education Code sections 45114, 45115, 45117, 45298, and 45308, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to reduce or discontinue classified services due to a lack of work or lack of funds for the services at the District.

RATIONALE: Reduction or discontinuance of classified service is needed to due to a lack of work or funds for the positions for the 2026-2027 school year.

FUNDING: None.

RECOMMENDATION: Adopt Resolution 25-20, Authorizing Reduction or Elimination of Classified Management Services for the 2026-2027 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 25-20

**REDUCTION OR ELIMINATION
OF CLASSIFIED SERVICES
FOR THE 2026-2027 SCHOOL YEAR**

WHEREAS, due to lack of work and/or lack of funds in the Tracy Unified School District, the Governing Board, under the authority of Education Code section 45114, 45115, 45117, 45298, and 45308, hereby finds it necessary and in the best interest of the District to eliminate the full-time equivalent (FTE) of the classified services as specified below:

a. **Reduction of 1.0 FTE Coordinator of Health Services**

NOW, THEREFORE, BE IT RESOLVED, that for the ensuing year (effective July 1, 2026), the classified position set forth above shall be discontinued to the extent set forth above.

BE IT FURTHER RESOLVED, that no later than March 15, 2026, the Governing Board and all affected permanent classified employees shall be given written notice by the Superintendent or the Superintendent's designee that it has been recommended that the notice be given to the employee, stating the reasons that the employee's services will not be required for the ensuing year, 2026-2027, and informing the employee of the employee's displacement rights, if any, and reemployment rights.

BE IT FURTHER RESOLVED, that in the alternative and pursuant to Education Code section 45117(g), for classified positions that must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date, and applicably affected classified employees shall be given written notice by the Superintendent or the Superintendent's designee that it has been recommended that the notice be given to the employee, stating the reasons that the employee's services will not be required for the ensuing year, 2026-2027, and informing the employee of the employee's displacement rights, if any, and reemployment rights.

BE IT FURTHER RESOLVED, that nothing herein shall be deemed to confer any status or rights upon probationary classified employees, short-term employees, as defined in section 45103, or other employees in addition to those specifically granted to such employees by statute.

BE IT FURTHER RESOLVED, that the Superintendent or the Superintendent's designee is authorized and directed to take any other actions necessary to effectuate the intent of this resolution.

PASSED AND ADOPTED by the Board of Trustees of the Tracy Unified School District on February 24, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

ATTESTED:

I certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District, County of San Joaquin, on the date shown above.

Clerk
Board of Trustees
Tracy Unified School District



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 9, 2026
SUBJECT: Approve Resolution 25-18, Criteria for Determining Order of Seniority (Tie-Breaking) in the Case of Certificated Reduction in Force for the 2026-2027 School Year

BACKGROUND: Pursuant to Education Codes 44949 and 44955, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to reduce or discontinue particular kinds of services in order to reduce the number of certificated employees of the District. In conjunction with that recommendation, it is necessary to adopt criteria for tie-breaking when two or more certificated employees possess the same seniority date.

RATIONALE: Reduction or discontinuance of particular kinds of service are needed to address staffing needs and budget concerns for the 2026-2027 school year and the District must have a way to break ties between two or more certificated employees with the same seniority date who are both currently providing the same particular kind of service identified for reduction or discontinuance.

FUNDING: None.

RECOMMENDATION: Approve Resolution 25-18, Criteria for Determining Order of Seniority (Tie-Breaking) in the Case of Certificated Reduction in Force for the 2026-2027 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 25-18

**CRITERIA FOR DETERMINING ORDER OF SENIORITY (TIE BREAKING)
IN THE CASE OF CERTIFICATED REDUCTION IN FORCE
FOR THE 2026-2027 SCHOOL YEAR**

WHEREAS, Education Code section 44955 provides for the termination of certificated employees because of reduction of particular kinds of services;

WHEREAS, the order of termination is generally based on the date a teacher first rendered paid service in a probationary position;

WHEREAS, as among employees who first rendered paid service to the District on the same date, the law requires the Governing Board to determine the order of termination solely on the basis of the needs of the District and its students;

THEREFORE, BE IT RESOLVED that to meet the requirements of section 44955, the following point system shall be used for determining the order of seniority for those hired on the same date, with the person with the most points having the greatest relative seniority:

1. Individuals with a BCLAD certificate will be given preference. If these factors are identical then;
2. Individuals with CLAD, SB 2042, AB 1059, SB 395, SDA1E or an equivalent training and certificate will be given preference. If these factors are identical then;
3. Individuals who currently hold a regular credential, not a provisional or short term credential as defined by the California Commission on Teacher Credentialing, which authorizes the service to be provided will be given preference. If these factors are identical then;
4. Individuals who hold multiple (2 or more) single subject credentials will receive preference as follows:
 - a. Those who hold the most single subject credentials will be given preference from most to least,
 - b. For individuals who hold the same number of single subject credentials, preference will be given first to those who hold:
 1. Special education credentials, then
 2. Science credentials, then
 3. Math credentials, then
 4. English credentials

If these factors are identical then;

7. A lottery shall be conducted among those remaining.

PASSED AND ADOPTED by the Board of Trustees of the Tracy Unified School District on February 24, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

ATTESTED:

I certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District, County of San Joaquin, on the date shown above.

Clerk
Board of Trustees
Tracy Unified School District