NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
April 14, 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: **6:40 PM** **Closed Session**
7:00 PM **Open Session**

A G E N D A

Pg. No.

1. Call to Order

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#31
Education Code §48912

3.2.2 Board Waiver: JES#10354243
Education Code §48912

Action: Motion__; Second__. **Vote:** Yes___; No ; Absent ; Abstain ___

3.2.3 Confidential Student Matter: Early Graduation TISCS#10332962

Action: Motion _; Second__. **Vote:** Yes___; No___; Absent ; Abstain ___

3.3 Human Resources:

3.3.1 Consider Leave of Absence Requests for Certificated Employees: #UC-1464 and #UC-1465, Pursuant to Article XX

Action: Motion__; Second__. **Vote:** Yes ___; No ; Absent___; Abstain

3.3.2 Consider Non-Paid Leave of Absence for Certificated Employee #UC-1466, Pursuant to Article XX

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

3.3.3 Consider Non-Paid Leave of Absence for Classified Employee #UCL-553, Pursuant to Article XXIII
Action: Motion__; Second__. **Vote:** Yes_ ; No ; Absent ; Abstain ___
3.3.4 Consider Non-Paid Leave of Absence for Classified Employee #UCL-564, Pursuant to Article XXIII
Action: Motion__; Second__. **Vote:** Yes___; No _; Absent_ ; Abstain ___
3.3.5 Consider Paid Leave of Absence for Classified Employee #UCL 567, Pursuant to Article XXIII
Action: Motion__; Second__. **Vote:** Yes___; No ; Absent ; Abstain
3.3.6 Consider Retroactive Paid/Unpaid Leave of Absence for Classified Employee #UCL - 568, Pursuant to Article XXIII
Action: Motion__; Second _. **Vote:** Yes___; No ; Absent_ ; Abstain ___
3.3.7 Consider Public Employee/Employment/Discipline/Dismissal/Release Government Code §54957
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent ; Abstain
3.3.8 Conference with Labor Negotiators
Government Code §54957.6
Agency Negotiator: Tammy Jalique, Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action Taken on Finding of Facts: 25/26#31
3.2.1
Action: Motion ____ Second ___. **Vote:** Yes___; No___; Absent ; Abstain ___
6b Report Out of Action Taken on Board Waivers: JES#10354243
3.2.2
Action: **Vote:** Yes___; No___; Absent___; Abstain
6c Report Out of Action Taken on Early Graduation: TISCS#10332962
3.2.3
Action: **Vote:** Yes___; No___; Absent___; Abstain
6d Report Out of Action Taken on Consider Leave of Absence Requests for
3.3.1 Certificated Employees: #UC-1464 and #UC-1465, Pursuant to Article XX
Action: **Vote:** Yes___; No___; Absent __; Abstain
6e Report Out of Action Taken on Consider Non-Paid Leave of Absence for
3.3.2 Certificated Employee #UC-1466, Pursuant to Article XX
Action: **Vote:** Yes___; No___; Absent___; Abstain
6f Report Out of Action Taken on Consider Non-Paid Leave of Absence for
3.3.3 Classified Employee #UCL-553, Pursuant to Article XXIII
Action: **Vote:** Yes___; No___; Absent___; Abstain
6g Report Out of Action Taken on Consider Non-Paid Leave of Absence for
3.3.4 Classified Employee #UCL-564, Pursuant to Article XXIII
Action: **Vote:** Yes___; No _; Absent _; Abstain ___

6h Report Out of Action Taken on Consider Paid Leave of Absence for Classified
3.3.5 Employee #UCL–567, Pursuant to Article XXIII
Action: **Vote:** Yes___; No___; Absent___; Abstain
6i Report Out of Action Taken on Consider Retroactive Paid/Unpaid Leave of
3.3.6 Absence for Classified Employee #UCL – 568, Pursuant to Article XXIII
Action: **Vote:** Yes___; No___; Absent___; Abstain __

7. **Approve Regular Minutes of March 24, 2026** 1-7
Action: Motion__ : Second _ . **Vote:** Yes ; No : Absent _; Abstain

8. **Student Representative Reports:**
8.1 Kimball High: Sarem Girmai; **Alternative Education:** Tatum Cobarrubia, Lillie Rose; **Tracy High:** Violet Howard-Menteer; **West High:** Lucia Noor Behnam, Alexandra Larson
8.2 Monte Vista Middle School: Emily Tran, Elisha Gill; **Kelly Elementary:** Layla Crisostomo, Lauren Jablonski, YuNah Jung, Molly Silcox

9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
9.1 Recognize Kimball High School for Achieving the Recognized ASCA Model Program (RAMP) Designation
9.2 Recognize West High School for Achieving the Recognized ASCA Model Program (RAMP) Designation
9.3 Recognize West High School for Being Named a California Distinguished School
9.3 Tracy Charter School

10. **Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.
10.1 Administrative & Business Services: None.

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

12. **PUBLIC HEARING:** None.

13. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
Action: Motion___; Second___. **Vote:** Yes__: No : Absent : Abstain .
Board approval of any agenda item requiring insurance or fingerprint clearance is conditioned upon acceptance of appropriate documentation received by TUSD.
13.1 Administrative & Business Services:
13.1.1 Approve Payroll Reports (March 2026) 8-12

13.1.2	Approve Revolving Cash Fund Reports (March 2026)	**13-15**
13.1.3	Approve Accounts Payable Warrants (March 2026) (Separate Cover)	**16**
13.1.4	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	**17-18**
13.1.5	Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District	**19-20**
13.2	**Educational Services:**	
13.2.1	Approve Funding Increase for Valley Community Counseling for Licensed Marriage and Family Therapist for the Remainder of the 2025-2026 School Year (Separate Cover)	**21**
13.2.2	Approve Agreement between Imagine Learning, Inc. and TUSD to Provide Site Licenses for MyPath Reading and Math for the 2026/2027 School Year to all District Elementary and Middle Schools	**22-25**
13.2.3	Ratify Master NPS Contract with South Bay High School Residential Facility for the 2025-2026 School Year (Separate Cover)	**26**
13.2.4	Approve Change of Funding Source for Special Contract Services with Keynote Speaker, Tara Soesbe, TILL360 Speakers & Consultants, at Tracy High School for March 18, 2026	**27-30**
13.2.5	Receive Update on Quarterly Williams Complaint Report for the Quarter Ending March 31, 2026	**31-32**
13.2.6	Approve Out of State Travel for Kimball High School Advanced Placement (AP) Math Teacher, to Attend the Annual AP Conference in Las Vegas, NV on July 21-24, 2026	**33**
13.2.7	Approve Overnight Travel for Kimball High School Senior Class to Attend Grad Night at Disneyland in Anaheim, CA on May 17-18, 2026	**34**
13.2.8	Approve Out of State Travel for Kimball High School Counselors, and an Administrator to Attend the American School Counselor Association (RAMP) Conference in New Orleans, LA on July 11-14, 2026	**35**
13.2.9	Approve the Purchase of Music Equipment from Wenger Corporation for North School using LEA's Prop. 28 (AMS) Waiver Funding	**36-38**
13.2.10	Approve Purchase of Music Equipment from Main Street Music for North School using Prop 28 Waiver Funds	**39-41**
13.2.11	Approve Funding Increase for SPG Therapy & Education to Provide Speech & Language Pathologists (SLPs) for the Remainder of the 2025-2026 School Year	**42-50**
13.2.12	Approve Overnight Travel for the STEM Accelerator Coordinator, Tracy High School Principal, and 10 Students to Attend the American Association for Crystal Growth Conference in Fallen Leaf, California on June 7 – June 11, 2026	**51-53**
13.2.13	Approve Out of State Conference for West High Counselors and One Admin to Attend the American School Counselors Association (ASCA) from July 10-14, 2026, in New Orleans, Louisiana	**54**
13.2.14	Approve Purchase of Two Interactive Projectors for Williams Middle School	**55-58**

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	**59-61**
13.3.2	Approve Classified, Certificated, and/or Management Employment	**62-66**

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

14.1 Administrative & Business Services:

14.1.1	Adopt New Board Policy 4356 Personal Property (First Reading)	**67-68**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent_ ; Abstain .	
14.1.2	Adopt Revised Board Policy and Acknowledge New Administrative Regulation 3452 Student Activity Funds (First Reading)	**69-74**
Action:	Motion___; Second___. **Vote:** Yes ; No__; Absent _; Abstain__.	
14.1.3	Authorize the Director of School Business Support Services and Purchasing to Solicit Bids for Document Scanning Services	**75**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent_ ; Abstain .	
14.1.4	Accept Proposal from Pro-K12 Consulting & CM Services for the Modernization of Williams Middle School	**76-85**
Action:	Motion___; Second___. **Vote:** Yes ; No__; Absent ; Abstain__.	
14.1.5	Authorize the Director of School Business Support Services and Purchasing to Solicit Bids for Transportation Services	**86**
Action:	Motion___; Second___. **Vote:** Yes ; No ; Absent ; Abstain .	

14.2 Educational Services:

14.2.1	Adopt New Board Policy and Administrative Regulation 5144.2 Foster Youth Transfers to Alternative Education Programs (First Reading)	**87-93**
Action:	Motion___; Second___. **Vote:** Yes ; No__; Absent ; Abstain .	
14.2.2	Acknowledge New Administrative Regulation AR 1312.4 Williams Uniform Complaint Procedures, and Exhibit 1 Notice to Parents/Guardians, Students, and Teachers: Complaint Rights, and Exhibit 2 – Williams Complaint Form (First Reading)	**94-104**
Action:	Motion___; Second___. **Vote:** Yes_ ; No ; Absent ; Abstain__.	
14.2.3	Adopt Revised Board Bylaw 9270 Conflict of Interest (First Reading)	**105-112**
Action:	Motion___; Second___. **Vote:** Yes__; No ; Absent ; Abstain .	
14.2.4	Acknowledge Revised Administrative Regulation 5116.1 Intradistrict Open Enrollment (First Reading)	**113-118**
Action:	Motion___; Second___. **Vote:** Yes_ ; No _; Absent ; Abstain .	

14.3 Human Resources:

14.3.1	Receive the District's Initial Bargaining Proposal for the California School Employees Association (CSEA) for the 2026-2027 School Year and Submit it for Negotiations, Pending Public Input	**119-122**
Action:	Motion___; Second . **Vote:** Yes ; No ; Absent ; Abstain .	

14.3.2	Adopt and Acknowledge Revisions to Board Policy and Administrative Regulation 4300 Administrative, Supervisory and Confidential Personnel (First Reading)	**123-127**
Action:	Motion___; Second___. **Vote:** Yes ; No ; Absent ; Abstain__ .	
14.3.3	Adopt Revised Board Policies and Administrative Regulations 4119.42, 4219.42, 4319.42 Exposure Control Plan for Bloodborne Pathogens (First Reading)	**128-144**
Action:	Motion___; Second___. **Vote:** Yes__ ; No ; Absent ; Abstain__.	
14.3.4	Approve New Job Description for CTE Coordinator	**145-148**
Action:	Motion___; Second___. **Vote:** Yes ; No ; Absent ; Abstain__.	
14.3.5	Approve Tentative Agreements with CSEA for Reclassifications, New and Revised Job Descriptions for the Following Positions: Electrician, Irrigation Specialist/Grounds Mechanic, Maintenance Mechanic, Food Service Worker II – Transport Kitchen, Food Service Transport Kitchen Supervisor, Mechanic Assistant (Separate Cover)	**149**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.6	Approve New Job Description for Special Education – Student Information Systems Technician	**150-153**
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** April 28, 2026
    - **17.2** May 12, 2026
    - **17.3** May 26, 2026
    - **17.4** June 9, 2026

18. **Upcoming Events:**

18.1	May 25, 2026	No School, Memorial Day
18.2	May 29, 2026	Last Day of School
18.3	June 5, 2026	Summer School Begins
18.4	August 3, 2026	First Day of School

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, March 24, 2026

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

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

Closed Session:

6a	Report Out of Action Taken on Conference with Legal Counsel -
3.1.1	Existing Litigation (Gov. Code, 54956.9, subd. (d)(1))
	Name of Case: Tracy Unified School District v. NorCal Flag Football, Case No. STK-CV-LBC02026-0000675
Action:	Board Approved. **Vote:** Yes-7; No-0; Absent-0.
6b	Report Out of Action Taken on Approve School Site Safety Plans for the
3.1.2	2026-27 School Year
Action:	Board Approved. **Vote:** Yes-7; No-0; Absent-0.
6c	Action Taken on Findings of Fact: 25/26#29, 25/26#30, 25/26#32,
3.2.1	25/26#33, 25/26#34
Action:	Fagin, Traina. **Vote:** Yes-7; No-0; Absent-0.
6d	Report Out of Action Taken on Reinstatements: 25/26#23
3.2.2	
Action:	Board Approved. **Vote:** Yes-7; No-0; Absent-0.
6e	Report Out of Action Taken on Early Graduation: WHS#10359182
3.2.3	
Action:	Board Approved. **Vote:** Yes-7; No-0; Absent-0.
6f	Report Out of Action Taken on Consider Retroactive Unpaid Leave of
3.3.1	Absence for Classified Employee #UCL–565, Pursuant to Article XXIII
Action:	Board Approved. **Vote:** Yes-7; No-0; Absent-0.
6g	Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.2	Classified Employee #UCL–566, Pursuant to Article XXIII
Action:	Board Approved. **Vote:** Yes-7; No-0; Absent-0.
6h	Report Out of Action Taken on Consider Non-Paid Leave of Absence for
3.3.3	Classified Employee #UCL-564, Pursuant to Article XXIII
Action:	Board Approved. **Vote:** Yes-7; No-0; Absent-0.
6i	Report Out of Action Taken on Consider Leave of Absence Requests for
3.3.4	Certificated Employees: #UC-1460, #UC-1461, #UC-1462, #UC-1463, Pursuant to Article XX
Action:	Board Approved. **Vote:** Yes-7; No-0; Absent-0.
6j	Report Out of Action Taken on Consider Release of Coach Employee
3.3.5	#UCL-569
Action:	Board Approved. **Vote:** Yes-7; No-0; Absent-0.

6k 3.3.6 Report Out of Action Taken on Consider Contract Non-Renewal for Coach Employee (Insufficient Student Enrollment) #UCL-570
Action: Board Approved. **Vote:** Yes-7; No-0; Absent-0.

6l 3.3.7 Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees: #UC-1428 Modified and #UC-1459 Modified. Pursuant to Article XX
Action: Board Approved. **Vote:** Yes-7; No-0; Absent-0.

Minutes:

7. Approve Regular Minutes of February 24, 2025.
Action: Hawkins, Secker. **Vote:** Yes-7; No-0; Absent-0.

Audience:

Lori Nelson, Tanya Calderon, Albert Strong, Jenny Hoffman, Kelly Lewis, Traci Mitchell, Jason Noll, Tammie Hawes, Loy Hawes, Rocio Garcia, Kaleigh Felisberto, Ted Guzman, Jessica Escobedo, Tom Webb, Tania Quant-Dooley, Lauren Coker, Sera Wohldmann, Sally Soberanes, Greg Balfour, Mikaela Sable

Student Rep Reports:

8.1 Kimball High: Sarem Girmai provided a Jaquar update. In academics, Kimball recently hosted college application workshops with both Las Positas and Delta College. This Friday, March 27th the juniors will verse the seniors in a fun and competitive Powder Puff game and on March 25th they are hosting the extensive support prom to help make a memorable event for all students. Avid is holding a community egg hunt on March 28th. Mock Trial competed early this month, earning 2nd place! Baseball, softball, and volleyball have been performing at a high level. rounding out a fantastic month for Kimball High School.

Alternative Education: Stein Representatives Tatum Cobarrubia and Lillie Rose informed in Social Studies they have been learning of how the war with Iran is impacting the economy and stock market. In Biology, the students have been working on a lab extracting strawberry DNA and they have been completing a Nursing unit, learning how to test and draw blood. Next, they will be breaking down how to handle financial budgets in their future. The Grizzlies soccer team has their first tournament taking place in Merced this Friday. The Stein Barbering grand opening is April 10th. Students will have a professional Barbering class where they will find their own clients to work on.

Tracy High: Violet Howard-Menteer was unable to attend.

West High: Lucia Noor Behnam and Alexandra Larson provided their monthly Wolfpack recap. Slam Jam was a success with a Marvel themed rally that ended with a cross-town rival basketball game at THS. The band program traveled to Disney Land to perform. It was a great opportunity and experience. March 20th. North School students traveled to WHS to tour the campus and learn more of the programs offered, such as the Space and Engineering Academy, FFA, Leadership, and JROTC. Saturday, March 28, is prom night, a casino themed event being held at The River Mill. Wolfpack Robotics recently hosted a California region competition, bringing home multiple metals. A replica of the Declaration of Independence is at WHS for a period of time. To honor this monumental document, the art department hosted an art show for students and staff.

8.2 Poet School: Poet was represented by their Leadership team: Whitley Katz, Janae Trujillo, Erin Ustare, Hailey Hawes, and Sofia Negrete. Poet coordinates many activities throughout the year. They have a coding club, hold a trunk or treat each year, do occasional movie nights, and are currently hosting the play 'Shrek Junior' so students can be involved in musical theater. They have basketball and volleyball teams, and the 7-8 girls' basketball team placed 3rd in their league! The leadership team is hard working with meetings, making posters, and planning events. The school has been expanding to accommodate TK students and has a new music class complete with instruments. The 8th graders are looking forward to their end of the year activities. They will be treated to an end of the year field trip, school dance, and a special lunch, ending with a promotion ceremony.

Williams Middle School: Armaan Gill, Maya Munoz, and Nischay Kang boasted that Williams has a prestigious music and art program with advanced band class, advanced art, a full orchestra, and choir. WEB, which stands for Where Everybody Belongs, hosts Wild Cat Wednesdays each month, these events have made the school more enjoyable for everybody. The Gate program helps prepare students for higher level academics and focuses on giving the students a better future. They have many spirit days, but the students really love the quarterly dances. They have a trendy DJ to play music, offer an array of snacks, and fun themes such as the Hawaiian theme they've had this year. After-school club offerings include chess, homework help, and Math and Science Olympiad. Williams offers a zero period Spanish class that is full of educational activities; this gives 8th grade students an opportunity to get ahead in high school. In addition, they also have an amazing basketball, volleyball and soccer team.

Recognition & Presentations:

9.1 Alternative Education Tracy Mitchell, Principal of the Alternative Education Campus was joined by her site Leadership Team; Tommy Webb, Tania Quant-Dooley, and Lauren Coker. Stein has served 169 students to date this school year, with 43 early graduates. They help students succeed by following schoolwide practices, combining relationships, exposure, support and clear expectations. A critical component is providing whole student support. All students are required to complete a student portfolio as part of their graduation to reinstate. This provides an opportunity to reflect on their academic and personal growth. They meet students where they are to help take them where they need to be. They piloted the IXL program for targeted remediation and confidence building and are offering new EL interventions and support.

Information & Discussion Items:

10.1 Administrative & Business Services:

10.1.1 Receive Annual Report on Citizens' Bond Oversight Committee Measure O for Fiscal Year Ended June 30, 2025 Kelly Lewis is the Committee Chairperson of the Measure O Bond Oversight Committee. The committee has met together twice. Their role is to review expenditures to evaluate if the district is spending the bond money as expected. A statement was read informing the district has complied with

applicable requirements regarding bond spending in alignment with Article XIIIA, Section 1(b)(3) of the California Constitution and Education Code 15278.

10.2 Educational Services:

10.2.1 Receive Report on Instructional Materials Adoptions Sally Soberanes, Coordinator of the Instructional Media Services and Curriculum, presented the process for instructional material adoptions. A new Kimball High School course has been reviewed and analyzed for materials selection and recommendation by the Curriculum Council: Emergency Medical Technician-EMT 1A. The materials will be submitted for approval by the board at a future meeting. If approved, materials will be in use for the 26/27 school year.

10.2.2 Receive Information Regarding the Tracy Expanded Learning Program Director of ELOP and School Readiness, Rocio Garcia, provided an overview of the Expanded Learning program at TUSD. They focus on academic support, enrichment opportunities, and social-emotional learning with a priority for high-need students. Their mission is to provide high quality expanded learning opportunities that support academic growth and student well-being while empowering students to use their voice, make meaningful choices, and take positive action in their school community. TUSD services 13,471 students in TK–12th grade. The Expanded Learning Program currently serves 3,830 students, however, there are 9,862 unduplicated students within the district. It is essential that their staffing grows to expand the programing and better serve the students.

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

13.1 Administrative & Business Services:

13.1.1 Approve Accounts Payable Warrants (February 2026) (Separate Cover)

13.1.2 Approve Payroll Reports (February 2026)

13.1.3 Approve Revolving Cash Fund Reports (February 2026)

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

13.1.5 Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete, and Surplus Furniture, Computers, and Equipment through Disposal Service

13.1.6 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

13.2 Educational Services:

13.2.1 Approve Agreement for Special Contract Services with Marzano Resources for Professional Development for District Administrators on the Topic of High Reliability Schools

13.2.2 Approve Agreement for Contract Services between Daybreak Health PC for the 2025-2026 School Year

13.2.3 Approve an Increase to the Existing Agreement for Contract Services with Operation Scholars for Two Behaviorists for the 2025-2026 School Year

13.2.4 Ratify Special Contract Services Agreement with Eva Nicolosi, PsyD for a Psychoeducational Independent Education Evaluation (IEE)

13.2.5 Ratify Agreements for Professional Contract Services for Kimball High School Drama and Theater Department for 2025-2026 School Year

13.2.6 Ratify Agreement with San Joaquin County Office of Education Quality Rating and Improvement System (QRIS) and the TUSD School Readiness Preschool Program for the 2025-2026 School Year

13.2.7 Approve Special Contract Services Agreement with Ed Sped Solutions, Inc. for Two Independent Education Evaluations (IEEs) for a Psycho-Ed and an Academic Assessment

13.2.8 Approve Overnight Travel for the West High School Cheer Team and Advisors to Attend Summer Camp at UC Santa Cruz, Santa Cruz, CA on June 26-29, 2026

13.2.9 Approve Go Big BMX Air Show Assemblies for Williams Middle School for the 2025-2026 School Year

13.2.10 Approve Purchase of Kiln Start-up Supplies from NASCO for the Art Department at Tracy High School Using Prop 28 Funds

13.2.11 Approve Purchase of Music Equipment from Sweetwater for the Music Department at Kimball High School Using Prop 28 Funds

13.2.12 Approve Purchase of Musical Instruments from Got A Gig Music, Inc. for the Music Department at Kimball High School Using Prop 28 Funds

13.2.13 Approve Purchase of Riser Back Rails and Side Rails from Wenger Corporation for the Music Department at Kimball High School Using Prop 28 Funds

13.2.14 Approve Purchase from Main Street Music for the Drama Department at Kimball High School Using Prop 28 Funds

13.2.15 Approve Funding Increase for 360 Degree Customer, Inc. for the 2025-2026 School Year

13.2.16 Increase Funding for Sierra Vista Child & Family Services (Kirkbaucher) NPS for the 2025-2026 School Year (Separate Cover)

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

13.3.3 Approve Student Teaching, Practicum, SLP, and Intern Agreement with BIOLA University (Separate Cover)

13.3.4 Certify that Provisions of Section 5593 Regarding Coaches Have Been Met

13.3.5 Approve Student Teaching Agreement with United States University

13.3.6 Approve Student Teaching, Practicum and Observation Agreement with Western Governors University

Action Items:

14.1 Administrative & Business Services:

Lori Nelson, Director of Finance, and Budget Analyst, Tanya Calderon, provided information on the 25/26 Second Interim Report. The Second Interim Report covers the period of time from November 1 through January 31 of the current fiscal year as well as a projection of the two subsequent fiscal years. TUSD currently has a positive classification which means that the district is able to meet its financial obligations. Projections for 26/27 do not include a potential salary increase. LEA's are advised to continually assess local conditions and develop comprehensive plans to maintain fiscal solvency while preserving the integrity of their educational programs.

14.1.1 Certify 2025-2026 Fiscal Year Second Interim Report (Separate Cover)

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

14.1.2 Accept the 2024-2025 Independent Financial Audit and Performance Audit for Measure O General Obligation Bonds (Separate Cover)

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

14.1.3 Approve 2025-26 and 2026-27 Transportation Plan

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

14.1.4 Approval of Meehleis Modular Building Manufacture for the Manufacturing of the 2026 Kimball Two Story Science Wing (Separate Cover)

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

14.2 Educational Services: None.

14.3 Human Resources:

14.3.1 Approve Revised Description for Expanded Learning Programs Coordinator

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

14.3.2 Approve New Job Description for Expanded Learning Program Specialist

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

14.3.3 Approve New Job Description for Expanded Learning Site Lead

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

14.3.4 Acknowledge Receipt of California School Employee Association's (CSEA) Sunshine Proposal for the 2026-2027 School Year

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

14.3.5 Approve New Job Description for Educational Behavior Analyst
Action: Cheeseman, Alexander. **Vote:** Yes-7; No-0; Absent-0.

Board Reports:

Trustee Traina felt the student representative reports were great. They provided a snapshot of how busy and active they are at their schools. She thanked former board member, Kelly Lewis, for the Bond Oversight Committee report. She went on to add that Expanded Learning is doing such a great job and what is available at Stein is fantastic for the students. Trustee Secker attended Reading Across America at McKinley School. He was pleased to see the families and children, the activities set up to give incentives to read, and to have the opportunity to read to a classroom. Trustee Secker attended the WHS robotics competition, it was amazing; 50 or so teams competed and WHS had 4 teams participate. Last week, Dr. Boswell arranged an opportunity for him to visit the Reading Specialist program at a few of the K-3 schools; he foresees great success from this program. The teachers assess the students weekly and are making some good strides. Trustee Cheeseman said the student presentations were awesome, the staff reports were informative and easy to understand. Trustee Alexander loves to see the students give reports. She visited North School last week with the Kawanis Club and read to some classes. Trustee Hawkins thanked all from coming out. Trustee Fagin said Stein provides for students with different needs, he feels it is one of the best programs in our district. Trustee Silcox passed on comment.

Superintendent Report:

Dr. Pecot thanked Ms. Mitchell, TUSD staff, and members of the Bond Committee for contributing to this evening. The state has placed a priority on after school programming. The ELOP team will be expanding, and we will be able to meet that need. Ms. Garcia is off to a great start. The budget is very complicated; the Finance team does a great job working with all departments. TUSD is in great financial shape from the people making hard decisions and constantly evaluating things. Dr. Pecot thanked Facilities Director, Eloy Vento. Construction of the new Science wing at Kimball High will begin soon, allowing for an expansion of their science program. WHS teacher, Suzy Kim, received the award scholarship from Crayola to have a museum quality replica of the Declaration of Independence placed at the school. West High was the only school in California to receive this award. It is an impressive site to see. Last week, West High was designated as a California Distinguished School, Mr. Henderson and their staff work very hard. They will be honored at a future board meeting.

Adjourn: 8:00 p.m.

_____ _____

Clerk Date

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: April 1, 2026
SUBJECT: **Approve Payroll Reports (March 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 (March 2026).

Prepared by: Lori Nelson, Director of Financial Services.

Pay Date 03/10/2026 **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	619,391.76	Teachers' Salaries
	1200	1,006.75	Cert Pupil Support Salaries
	1300	1,656.98	
	1900	61,071.52	Other Certificated Salaries
	2100	317,808.38	Instructional Aides' Salaries
	2200	206,519.76	Classified Support Salaries
	2300	255.50	
	2400	27,855.02	Clerical & Office Salaries
	2900	14,673.79	Other Classified Salaries
	Total Labor	**1,250,239.46**	

Fund 01	SACS Object	Amount	
	3101	84,285.77	STRS On 1000 Salaries
	3202	23,343.09	PERS On 2000 Salaries
	3301	11,624.29	
	3302	28,238.02	
	3501	341.71	State Unemploy On 1000 Salary
	3502	283.43	State Unemploy On 2000 Salary
	3601	11,722.42	Worker'S Comp Ins On 1000 Sal
	3602	9,731.65	Worker'S Comp Ins On 2000 Sal
	Total Contributions	169,570.38	

Fund 09	SACS Object	Amount	
	2100	1,156.20	Instructional Aides' Salaries
	2200	22.07	Classified Support Salaries
	2400	230.20	Clerical & Office Salaries
	Total Labor	**1,408.47**	

Fund 09	SACS Object	Amount	
	3302	50.01	
	3502	0.71	State Unemploy On 2000 Salary
	3602	24.16	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**74.88**	

Fund 11	SACS Object	Amount	
	1100	11,677.01	Teachers' Salaries
	1200	1,006.75	Cert Pupil Support Salaries
	2400	1,093.95	Clerical & Office Salaries
	Total Labor	**13,777.71**	

Fund 11	SACS Object	Amount	
	3101	1,703.16	STRS On 1000 Salaries
	3202	142.66	PERS On 2000 Salaries
	3301	183.91	
	3302	83.68	
	3501	6.35	State Unemploy On 1000 Salary
	3502	0.55	State Unemploy On 2000 Salary
	3601	217.66	Worker'S Comp Ins On 1000 Sal
	3602	18.77	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**2,356.74**	

Fund 12	SACS Object	Amount	
	1100	1,067.22	Teachers' Salaries
	2100	14,748.75	Instructional Aides' Salaries
	Total Labor	**15,815.97**	

Fund 12	SACS Object	Amount	
	3102	133.74	STRS On 2000 Salaries
	3202	1,888.94	PERS On 2000 Salaries
	3301	81.64	
	3302	759.98	
	3501	0.54	State Unemploy On 1000 Salary
	3502	7.37	State Unemploy On 2000 Salary
	3601	18.31	Worker'S Comp Ins On 1000 Sal
	3602	253.10	Worker'S Comp Ins On 2000 Sal
	Total Contributions	3,143.62	

Fund 13	SACS Object	Amount	
	2200	19,946.48	Classified Support Salaries
	Total Labor	**19,946.48**	

Fund 13	SACS Object	Amount	
	3202	2,040.58	PERS On 2000 Salaries
	3302	952.45	
	3502	9.98	State Unemploy On 2000 Salary
	3602	342.28	Worker'S Comp Ins On 2000 Sal
	Total Contributions	3,345.29	

ERP for California

Pay Date 03/31/2026 **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	6,165,634.52	Teachers' Salaries
	1200	777,910.34	Cert Pupil Support Salaries
	1300	767,865.44	Cert Suprvsrs' & Admins' Sal
	1900	193,504.65	Other Certificated Salaries
	2100	1,005,339.81	Instructional Aides' Salaries
	2200	1,327,316.94	Classified Support Salaries
	2300	308,485.93	Class Suprvsrs' & Admins' Sal
	2400	662,497.64	Clerical & Office Salaries
	2900	76,501.11	Other Classified Salaries
	Total Labor	**11,285,056.38**	

Fund 01	SACS Object	Amount	
	3101	1,437,015.02	STRS On 1000 Salaries
	3102	13,962.50	STRS On 2000 Salaries
	3201	95,840.01	PERS On 1000 Salaries
	3202	872,227.02	PERS On 2000 Salaries
	3301	130,475.65	
	3302	244,257.29	
	3401	749,603.85	
	3402	397,420.71	
	3501	3,952.38	State Unemploy On 1000 Salary
	3502	1,688.12	State Unemploy On 2000 Salary
	3601	135,647.82	Worker'S Comp Ins On 1000 Sal
	3602	58,003.07	Worker'S Comp Ins On 2000 Sal
	3701	72,562.53	
	3702	35,707.85	
	3901	140.88	
	Total Contributions	**4,248,504.70**	

Fund 09	SACS Object	Amount	
	1100	226,148.12	Teachers' Salaries
	1200	12,270.00	Cert Pupil Support Salaries
	1300	11,682.51	Cert Suprvsrs' & Admins' Sal
	2400	15,980.84	Clerical & Office Salaries
	Total Labor	**266,081.47**	

Fund 09	SACS Object	Amount	
	3101	47,769.16	STRS On 1000 Salaries
	3202	4,284.46	PERS On 2000 Salaries
	3301	3,343.93	
	3302	1,180.56	
	3401	20,788.81	
	3402	2,509.97	
	3501	125.05	State Unemploy On 1000 Salary
	3502	7.99	State Unemploy On 2000 Salary
	3601	4,291.67	Worker'S Comp Ins On 1000 Sal
	3602	274.23	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**84,575.83**	

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

Fund	11	SACS Object	Amount	
		3101	13,224.52	STRS On 1000 Salaries
		3202	3,489.77	PERS On 2000 Salaries
		3301	948.11	
		3302	984.89	
		3401	5,158.76	
		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
		3602	223.35	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**26,677.66**	

Fund	12	SACS Object	Amount	
		2100	61,207.91	Instructional Aides' Salaries
		2300	6,346.88	Class Suprvsrs' & Admins' Sal
		2400	6,890.91	Clerical & Office Salaries
		Total Labor	**74,445.70**	

Fund	12	SACS Object	Amount	
		3102	718.53	STRS On 2000 Salaries
		3202	15,674.77	PERS On 2000 Salaries
		3302	4,857.74	
		3402	2,924.97	
		3502	37.23	State Unemploy On 2000 Salary
		3602	1,277.48	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**25,490.72**	

Fund	13	SACS Object	Amount	
		2200	231,908.81	Classified Support Salaries
		2300	51,811.09	Class Suprvsrs' & Admins' Sal
		2400	22,051.19	Clerical & Office Salaries
		Total Labor	**305,771.09**	

Fund	13	SACS Object	Amount	
		3202	75,298.74	PERS On 2000 Salaries
		3302	21,729.57	
		3402	25,224.73	
		3502	152.92	State Unemploy On 2000 Salary
		3602	5,247.00	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**127,652.96**	

ERP for California

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: April 1, 2026
SUBJECT: **Approve Revolving Cash Fund Reports (March 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 (March 2026).

Prepared by: Lori Nelson, Director of Financial Services.

TUSD
REVOLVING CASH FUND
March 2026

Date	Num	Name	Memo	Paid Amount
03/24/2026	10273	Hella Pie Pizza Co.	3/27/26 PRE-K PO26-02920	
			12-6127-0-7110-1000-4300-400-3002	-495.82
TOTAL				-495.82
03/05/2026	10264	World of Wonders Science Muse...	Duncan Russell invoice 891 FST PO26-02756	
			01-3010-0-3200-1000-5800-500-6902	-126.00
TOTAL				-126.00
03/05/2026	10265	TOGO'S	3/17/26 Preschool PO26-02165	
			12-6127-0-7110-1000-4300-400-3002	-236.08
TOTAL				-236.08
03/05/2026	10266	DEPARTMENT OF PESTICIDE RE...	Jesus Guzman LIC-001A PO26-02771	
			01-8150-0-0000-8110-5800-800-9502	-115.00
			01-8150-0-0000-8110-5800-800-9502	-115.00
			01-8150-0-0000-8110-5800-800-9502	-115.00
TOTAL				-345.00
03/05/2026	10267	DEPARTMENT OF PESTICIDE RE...	Richard Pereira LIC-001A PO26-02771	
			01-8150-0-0000-8110-5800-800-9502	-115.00
			01-8150-0-0000-8110-5800-800-9502	-115.00
			01-8150-0-0000-8110-5800-800-9502	-115.00
TOTAL				-345.00
03/05/2026	10268	DEPARTMENT OF PESTICIDE RE...	ANTONIO SANCHEZ LIC-001A PO26-02771	
			01-8150-0-0000-8110-5800-800-9502	-115.00
			01-8150-0-0000-8110-5800-800-9502	-115.00
			01-8150-0-0000-8110-5800-800-9502	-115.00
TOTAL				-345.00
03/16/2026	10269	Hella Pie Pizza Co.	3/18/26 Stemline Event po26-02325	
			01-0000-0-1110-2140-4300-800-1009	-221.48
TOTAL				-221.48
03/16/2026	10270	Panda Express 807	Stemline Dinner 3/18/26 PO26-01215	
			01-0000-0-1110-2140-4300-800-1009	-217.58
TOTAL				-217.58
03/24/2026	10271	Salvador Solorio	timesheets supp 9	
			01-0000-0-1110-8200-2205-806-8101	-968.61
TOTAL				-968.61

TUSD
REVOLVING CASH FUND
March 2026

Date	Num	Name	Memo	Paid Amount
03/24/2026	**10272**	**Children's Museum of Stockton**	**VES Tish Luperine Field Trip PO26-02897**	
			01-0000-0-1110-1000-5800-430-3013	-594.00
TOTAL				-594.00
03/24/2026	**10273**	**Hella Pie Pizza Co.**	**3/27/26 PRE-K PO26-02920**	
			12-6127-0-7110-1000-4300-400-3002	-495.82
TOTAL				-495.82
03/27/2026	**10274**	**Taqueria Las Comadres**	**WHS FFA Advisory PO26-02280**	
			01-7010-0-1110-1000-4300-700-6512	-459.79
TOTAL				-459.79

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: April 1, 2026
SUBJECT: **Approve Accounts Payable Warrants (March 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 (March 2026).

Prepared by: Lori Nelson, Director of Financial Services.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: April 14, 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
April 14, 2026

A.

Vendor:	Foster & Foster Actuaries and Consultants
Sites:	District Wide
Item:	Proposal
Services:	GASB 74/75 Actuarial Valuation Services
Cost:	$10,890.00
Project Funding:	01 General Fund

B.

Vendor:	Cumming Group
Sites:	District Wide
Item:	Proposal
Services:	Construction management services for exterior painting at 5 sites
Cost:	$110,149.00
Project Funding:	Fund 14

C.

Vendor:	Cumming Group
Sites:	Tracy High School
Item:	Proposal
Services:	Construction management services for Football Field Scoreboard
Cost:	$49,795.00
Project Funding:	ASB/Site Funds

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: April 14, 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. Exigency Healthcare Services LLC – $3,000.00, check #1014. Donation to be used towards new uniforms for the Boys Volleyball teams.
2. Kieu Ha - $520.00, check #2335. Donation to be used towards uniforms for the boys' tennis teams.
3. Menchie's Frozen Yogurt - $636.00, check #2147. Donation to be used towards tournament fees for the boys' basketball teams.

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

1. DonorsChoose.org – The value of this donation is approximately $300.00. Ms. Vazquez received several classroom books.
2. DonorsChoose.org – The value of this donation is approximately $100.00. Ms. Bragg's classroom received double-sided magnetic write & wipe mini boards.
3. DonorsChoose.org – The value of this donation is approximately $300.00. Ms. Ybarra's classroom received several classroom materials, such as bonsai tree kits, a xxxflower wall hanging propagation station, etc.

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

1. Tracy Land Partners Holdco LLC. - $1000.00 check #5010366. The money was donated to the Robotics Club.

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

1. 4M Farms - $500.00, check#2181. Donation to the Nat Bacchetti Memorial Scholarship Account.
2. The Long Family 1999 Rev Trust - $500.00 check#6971. Donation to the Nat Bacchetti Memorial Scholarship Account.
3. Mark Bacchetti - $500.00, check#18459. Donation to the Nat Bacchetti Memorial Scholarship Account.

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

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

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

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: March 17, 2026
SUBJECT: **Approve Funding Increase for Valley Community Counseling for Licensed Marriage and Family Therapist for the Remainder of the 2025-2026 School Year**

BACKGROUND: Under the provisions of AB 114, school districts must now provide any mental health services necessary for students with disabilities to receive Free and Appropriate Public Education (FAPE) or benefit from the special education program. Valley Community Counseling will provide licensed marriage and family therapists to provide individual and group counseling. primarily at high schools. Valley Community Counseling will also provide mental health services to parents as indicated through the IEP process and as necessary for Special Education students to receive a Free and Appropriate Public Education (FAPE) as required by AB114. Board Approval is necessary to stay in compliance with legal IEP timelines. Due to the increase in services provided by the counselors to our students we are requesting to increase funding for the remainder of the school year.

RATIONALE: School districts are now required to provide mental health evaluations and concurrent behavior analysis to children with IEPs. Tracy Unified School District (TUSD) is utilizing outside sources to provide training to current psychologists as well as consultation for higher levels of need that TUSD must service under the AB114 regulations. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

FUNDING: Request to increase funding in the amount of $125,000.00 for the remainder of the 2025-2026 school year. There is an approved contract in place and total funding will not exceed $400,000.00. Funding for Mental Health expenses are budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Funding Increase for Valley Community Counseling for Licensed Marriage and Family Therapist for the Remainder of the 2025-2026 School Year.

Prepared by: Jason Davis, Director of Special Education.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zackery Boswell, Associate Superintendent of Educational Services
DATE: May 6, 2026
SUBJECT: **Approve Agreement between Imagine Learning, Inc. and TUSD to Provide Site Licenses for MyPath Reading and Math for the 2026/2027 School Year to all District Elementary and Middle Schools**

BACKGROUND: Tracy Unified School District's Title I K-5 and K-8 Schools have a large population of students who would benefit from additional Reading and Math interventions. MyPath, a computer-based software program provided by Imagine Learning Inc., provides both teachers and administrators with the ability to provide differentiated and engaging curriculum and strong progress monitoring tools to improve student learning. My Path was piloted at North School for the 2022-23 school year to provide additional intervention, reinforcement, and enrichment for students. Due to the successful implementation and student progress shown using MyPath at North School, it is felt that expanding this program to K-5/K-8 Title I schools will further increase student achievement and close the achievement gap in the Tracy Unified School District.

RATIONALE: Based on Tracy Unified School District's local and State assessment data from the 2021/2022 and 2022/2023 school years, there is a need to provide additional and continuous interventions and enrichments through the MyPath program to all students in grades K through 8. All TUSD elementary and middle schools are School-wide Title I Programs beginning in the 2024-2025 school year. The MyPath Reading and Math program allows teachers to pre-assess students at the beginning of the year, identify students' needs, and build differentiated interventions and enrichment systems in Reading and Math for all students. Additionally, teachers will be able to track student progress, in real-time, throughout the school year. My Path will be an additional and engaging resource to improve student achievement and close the achievement gap in Reading and Math at all of our elementary and middle schools.

FUNDING: The cost, not to exceed $597,465.00, will be paid from Title IV and Title I Carryover Funds. This cost is for training for new teachers, individual student licenses, and digital integration.

RECOMMENDATION: Approve Agreement Between Imagine Learning, Inc. and TUSD to Provide Site Licenses for MyPath Reading and Math for the 2026/2027 School Year to all District elementary and middle schools.

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

imagine learning

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	3/27/2026
Quote No.	Q-216154
Acct. No.	12214869
Total	597,465.00
Pricing Expires	11/30/2026

Tracy Joint Unified School District
1875 West Lowell Avenue
Tracy CA 95376
United States

NOTE: Loyal customer discount of 75k included

Payment Term	Contract Start	Contract End
Net 30	7/1/2026	6/30/2027

Site	Description	End Date	Qty
Tracy Unified School District			
	Imagine Math Facts Reusable License	06/30/2027	1
	Imagine Math Reusable License	06/30/2027	1
	Imagine Language & Literacy Reusable License	06/30/2027	1
	PL - CW/Supp/SS Onsite Package Comprehensive	06/30/2027	1
	PL - CW/Supp/SS Virtual Package Comprehensive	06/30/2027	1
McKinley Elementary School			
	Imagine Math Facts Site License	06/30/2027	1
	Imagine Math Site License	06/30/2027	1
	Imagine Language & Literacy Site License	06/30/2027	1
	MyPath New Reading and Math Site License	06/30/2027	1
Louis Bohn Elementary School			
	Imagine Math Facts Site License	06/30/2027	1
	Imagine Math Site License	06/30/2027	1
	Imagine Language & Literacy Site License	06/30/2027	1
	MyPath New Reading and Math Site License	06/30/2027	1
South-West Park Elementary School			
	Imagine Math Facts Site License	06/30/2027	1
	Imagine Math Site License	06/30/2027	1
	Imagine Language & Literacy Site License	06/30/2027	1
	MyPath New Reading and Math Site License	06/30/2027	1
Art Freiler School			
	Imagine Math Facts Site License	06/30/2027	1
	Imagine Math Site License	06/30/2027	1
	Imagine Language & Literacy Site License	06/30/2027	1

Site	Description	End Date	Qty
	MyPath New Reading and Math Site License	06/30/2027	1
North Elementary School			
	Imagine Math Facts Site License	06/30/2027	1
	Imagine Math Site License	06/30/2027	1
	Imagine Language & Literacy Site License	06/30/2027	1
	MyPath New Reading and Math Site License	06/30/2027	1
Melville Jacobson Elementary School			
	Imagine Math Facts Site License	06/30/2027	1
	Imagine Math Site License	06/30/2027	1
	Imagine Language & Literacy Site License	06/30/2027	1
	MyPath New Reading and Math Site License	06/30/2027	1
Central Elementary School			
	Imagine Math Facts Site License	06/30/2027	1
	Imagine Math Site License	06/30/2027	1
	Imagine Language & Literacy Site License	06/30/2027	1
	MyPath New Reading and Math Site License	06/30/2027	1
Louis J Villalovoz Elementary School			
	Imagine Math Facts Site License	06/30/2027	1
	Imagine Math Site License	06/30/2027	1
	Imagine Language & Literacy Site License	06/30/2027	1
	MyPath New Reading and Math Site License	06/30/2027	1
Gladys Poet-Christian Elementary School			
	Imagine Math Facts Site License	06/30/2027	1
	Imagine Math Site License	06/30/2027	1
	Imagine Language & Literacy Site License	06/30/2027	1
	MyPath New Reading and Math Site License	06/30/2027	1
Wanda Hirsch Elementary School			
	Imagine Math Facts Site License	06/30/2027	1
	Imagine Math Site License	06/30/2027	1
	Imagine Language & Literacy Site License	06/30/2027	1
	MyPath New Reading and Math Site License	06/30/2027	1
George Kelly Elementary School			
	Imagine Math Facts Site License	06/30/2027	1
	Imagine Math Site License	06/30/2027	1
	Imagine Language & Literacy Site License	06/30/2027	1
	MyPath New Reading and Math Site License	06/30/2027	1
Earle E Williams Middle School			

Site	Description	End Date	Qty
	MyPath New Reading and Math Site License	06/30/2027	1
Monte Vista Middle School			
	MyPath New Reading and Math Site License	06/30/2027	1

Subtotal	597,465.00
Tax Total	0.00
Total	597,465 00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Terms and Conditions of Company Services ("Terms and Conditions"). These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential and may not be shared with third parties without Imagine Learning's written consent.

Please note that the paper used in our products and the paper and components included in our science and math kits are sourced from suppliers that may become subject to tariffs. While we are actively managing our supply chain to minimize the effect of any tariffs that may be imposed, we reserve the right to apply a tariff surcharge to offset increased costs if necessary. We will provide thirty (30) days advance notice regarding the imposition of any such surcharges.

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Tracy Joint Unified School District

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Jesse Tafolla
Account Executive - California
jesse.tafolla@imaginelearning.com
imaginethefutureoflearning.com
(530) 760-7043

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: March 20, 2026
SUBJECT: **Ratify Master NPS Contract with South Bay High School Residential Facility for the 2025-2026 School Year**

BACKGROUND: The District's Special Education administration would like to contract with South Bay High School for placement of one student for the remainder of the 2025-2026 school year. The residential facility is located in Long Beach, CA. Ratification is necessary at this time due to a priority to place student at the facility.

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 residential facility will not exceed $21,834.00 for the 2025-2026 school year. Per San Joaquin SELPA local plan agreement, Tracy Unified School District (TUSD) pays for educational services and SJ SELPA pays for the room and board. 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 NPS Contract with South Bay High School Residential Facility for the 2025-2026 school year.

Prepared by: Jason Davis, Director of Special Education.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: March 19, 2026
SUBJECT: **Approve Change of Funding Source for Special Contract Services with Keynote Speaker, Tara Soesbe, TILL360 Speakers & Consultants, at Tracy High School for March 18, 2026**

BACKGROUND: Tara Soesbe, from TILL360 Speakers & Consultants, will provide a keynote for our Freshmen and Sophomore classes, focusing on equipping students with the knowledge, skills, and mindsets needed for success beyond the classroom. Her message emphasizes the power of human connection and becoming one's own champion, fostering environments where students and staff feel valued, supported, and empowered. This keynote will inspire students to take ownership of their personal and academic growth. Ms. Soesbe will present three sessions on March 18, 2026, each lasting approximately 55 minutes.

RATIONALE: This agenda item supports THS SPSA goal 2A4: Additional Student engagement/ intervention programs and activities to promote social-emotional well-being, to build academic skills, and to strengthen school culture.

FUNDING: The service and contract for TILL360 Speakers & Consultants was previously board approved February 24, 2026, referencing an incorrect funding source. The attached contract, for the amount of $7,000.00, will be paid using Title I funds.

RECOMMENDATION: Approve Change of Funding Source for Special Contract Services with Keynote Speaker, Tara Soesbe, TILL360 Speakers & Consultants, at Tracy High School for March 18, 2026.

Prepared by: Jon Waggle, Tracy High 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 TILL360 LLC, 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: TILL360 LLC will provide three keynote presentations to Tracy High School freshmen and sophomore students. The keynote focuses on equipping students with the knowledge, skills, and mindsets needed for success beyond the classroom. The message emphasizes the power of human connection and becoming one's own champion, fostering environments where students and staff feel valued, supported, and empowered. This keynote will inspire students to take ownership of their personal and academic growth. Ms. Soesbe will present three sessions on March 18, 2026, each lasting approximately 55 minutes.

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

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

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

   a. District shall pay $7,000.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $7,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on March 18, 2026, and shall terminate on March 18, 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, Tara Jacques, at (209) 830-3360 x2018 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Scott Kollmann Digitally signed by Scott Kollmann Date: 2025.12.16 15:34:44 -05'00'

Contractor Signature Title

85-3029823

IRS Identification Number

Co-founder & COO

Title

TILL360 LLC

Address

PO Box 1752

New York, NY 10008

Tracy Unified School District

2/12/26

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: March 27, 2026
SUBJECT: **Receive Update on Quarterly Williams Complaint Report for the Quarter Ending March 31, 2026**

BACKGROUND: Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams settlements during the January 1, 2026 – March 31, 2026, reporting period.

RATIONALE: The quarterly report for the period of January 1, 2026, through March 31, 2026, has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports Strategic District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Strategic District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No cost.

RECOMMENDATION: Receive Update on Quarterly Williams Complaint Report for the Quarter Ending March 31, 2026.

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

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

District: Tracy Unified School District

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

Quarterly Report Submission Date (*check one*):

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

Date for information to be reported publicly at governing board meeting: April 14, 2026

Please check the box that applies:

☑ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

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

Dr. Robert Pecot
Print Name of District Superintendent

Signature of District Superintendent

3/30/2026
Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Boswell, Associate Superintendent of Educational Services
DATE: March 30, 2026
SUBJECT: **Approve Out of State Travel for Kimball High School Advanced Placement (AP) Math Teacher, to Attend the Annual AP Conference in Las Vegas, NV on July 21-24, 2026**

BACKGROUND: Tracy Unified School District adopted new textbooks for AP Statistics for the 2025-2026 school year. However, the new curriculum for AP Statistics created by the AP College Board has been recently announced with major revisions to the curriculum that will take effect in the 2026-2027 school year. This means that resources will be changed to align with the new curriculum. All previous units in the curriculum (Unit 1 – Unit 9) have been revamped and reshuffled.

RATIONALE: Attending the Annual AP Conference will help with becoming better acquainted with the new curriculum design, provide valuable insights and training from expert speakers, and offer resources to enhance instruction, supplement our existing textbook, and better prepare students for the AP Exam in May 2027. In addition to the AP Statistics seminars, this conference will also help with teaching AP Precalculus, a course that was just recently opened by AP College Board. Since AP Precalculus is a new course, changes are happening every year. Attending seminars on both AP Statistics and AP Precalculus, both offered during the Annual Conference, will benefit the teacher and Kimball High School. This Agenda request meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The total cost will not exceed $2,700.00. Funding for the conference will be paid through Kimball High Advanced Placement funds.

RECOMMENDATION: Approve Out of State Travel for Kimball High School Advanced Placement (AP) Math Teacher, to Attend the Annual AP Conference in Las Vegas, NV on July 21-24, 2026.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: March 30, 2026
SUBJECT: **Approve Overnight Travel for Kimball High School Senior Class to Attend Grad Night at Disneyland in Anaheim, CA on May 17-18, 2026**

BACKGROUND: The graduating class of 2026 will travel by chartered buses to Disneyland in Anaheim, CA. Approximately 200 Kimball students, 10 chaperones and 2 administrators will attend this event. Attending students met Senior requirements and academic arrangements have been made for those who plan to attend.

RATIONALE: It has been a tradition to send graduating seniors off to a fun location to celebrate their exit from high school. Kimball High Seniors have chosen Disneyland, located in Anaheim, California. They will leave Kimball High in the morning of May 17, traveling by chartered buses to travel to Disneyland. After the all-night event, students will return to Tracy on Monday, May 18. This incentive opportunity aligns with Strategic Goal #1 Prepare all students for college and careers and ensure all students meet grade level standards.

FUNDING: The total cost per participant will be $539-588, which includes entrance and transportation. Funding for this trip will be paid through personal funding for the participants electing to participate in this event and ASB Senior Class of 2026 for chaperones.

RECOMMENDATION: Approve Overnight Travel for Kimball High School Senior Class to Attend Grad Night at Disneyland in Anaheim, CA on May 17-18, 2026.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Boswell, Associate Superintendent of Educational Services
DATE: March 30, 2026
SUBJECT: **Approve Out of State Travel for Kimball High School Counselors, and an Administrator to Attend the American School Counselor Association (RAMP) Conference in New Orleans, LA on July 11-14, 2026**

BACKGROUND: Over the past five years, Tracy Unified School District counselors have participated in specialized professional development focused on building comprehensive school counseling programs that provide intentional, data-driven services aligned with student needs. As part of this training, selected schools have pursued American School Counselor Association RAMP (Recognized ASCA Model Program) certification, a national distinction recognizing school counseling programs that demonstrate excellence in design, implementation, and outcomes. Tracy High School and Williams Middle School were the first district schools to complete the certification process and, upon earning RAMP recognition, attended the ASCA conference in Kansas City for formal recognition and advanced training opportunities.

RATIONALE: Last school year, Kimball High School and West High School completed all RAMP requirements and submitted their applications in October. Both schools have now been awarded RAMP status and will be formally recognized at the ASCA Conference in July in New Orleans. Attendance at the conference will also provide counselors with additional professional learning aligned to the continued development and sustainability of comprehensive counseling programs across the district. Because the annual ASCA conference is hosted in a different state each year, out-of-state travel is required in order to participate in both the national recognition ceremony and associated training opportunities. This Agenda request meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The total cost will not exceed $25,000.00. Funding for the conference will be paid through District A-G funds.

RECOMMENDATION: Approve Out of State Travel for Kimball High School Counselors, and an Administrator to attend the American School Counselor Association (RAMP) Conference in New Orleans, LA on July 11-14, 2026.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: March 31, 2026
SUBJECT: **Approve the Purchase of Music Equipment from Wenger Corporation for North School using LEA's Prop. 28 (AMS) Waiver Funding**

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

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

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

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

FUNDING: This purchase will be funded Prop 28 waiver funds not to exceed $14,800.

RECOMMENDATION: Approve the Purchase of Music Equipment from Wenger Corporation for North School using LEA's Prop. 28 (AMS) Waiver Funding.

Prepared by: Mrs. Susan Hawkins, Principal, North School.

Quote Date: 3/17/2026
Expires: 4/16/2026
Payment Terms: Net 30 Days

String racks, Classic 50s, carts, Student chairs, carts

Wenger CORPORATION

QUOTE 5357497

Wenger Corporation
555 Park Drive
Owatonna, MN 55060-4940
United States

Phone: 507-455-4100
Fax: 507-455-4258

Quote To:	**Ship To:**
Charles Leonard North School 2875 Holly Dr Tracy CA 95376-2170 United States	Charles Leonard North School 2875 Holly Dr Tracy CA 95376-2170 United States
Phone: (209) 830-3350 **E-Mail:** cleonard@tusd.net	**Salesperson: Linda Leng** **Phone:** +1 (507) 774-8500 **E-Mail:** linda.leng@wengercorp.com

Quote Comments:

Wenger is an approved vendor for Region 4 ESC/OMNIA Partners, Public Sector. All items on this quotation are available through Contract #R240120. This contract is in effect through 12/31/2027. Payment shall be made after satisfactory performance, in accordance with all the provisions thereof, and upon receipt of a properly completed invoice. All transactions, purchase orders, etc. will occur directly between the Supplier, authorized distributor/dealer, general contractor, as agreed to by each Participating Public Agency. Per OMNIA participation requirements, all purchase orders issued to Wenger Corporation must reference OMNIA contract #R240120.

Customer to check and verify all items before ordering.

Assembly required on carts and racks and stands

Current estimated lead-time is 8-9 weeks plus transit, subject to change

Please include the quote number on the PO when you send the order to us.

Freight quoted is for a one-time shipment. As a result, once orders placed, delivery dates may change. Customer-requested split shipments will result in an additional freight charge.

Wenger Corporation expressly incorporates by reference all of the terms and conditions as specified at: (www.wengercorp.com/terms-and-conditions.php) and makes them part of this quotation.

USD

Line	PartNum/Description	Qty	Net Price	Ext. Price

Quote Date: 3/17/2026
Expires: 4/16/2026
Payment Terms: Net 30 Days

String racks, Classic 50s, carts, Student chairs, carts

Wenger® CORPORATION

QUOTE 3387487

Wenger Corporation
555 Park Drive
Owatonna, MN 55060-4940
United States

Phone: 507-455-4100
Fax: 507-455-4258

1.00	148J002.105 Cello Rack,6-Unit Cherry,Composite Wood	1 EA	$895.00	$895.00
2.00	148J003.104 String Bass Rack,3-Unit Cherry,Composite Wood	1 EA	$746.00	$746.00
3.00	039E500 Classic 50 Music Stand	60 EA	$59.00	$3,540.00
4.00	039C202 Music Stand Move & Store Cart Large	3 EA	$547.00	$1,641.00
6.00	127A261 Chair Move & Store Cart	3 EA	$453.00	$1,359.00
8.00	0936121 Student Chair Black Frame/Black Seat 175	50 EA	$79.00	$3,950.00
z				
7.00	Freight Freight Services	1 EA	$1,586.72	$1,586.72

LIFTGATE DELIVERY:

Freight reflected in this quotation is for common carrier shipment with liftgate delivery.

Liftgate delivery means the carrier driver will lower the products to curbside where your facility staff are responsible for taking the products from curbside into the building to the desired location and for completing the final assembly/installation.

Inside delivery and installation services are available. Contact your Wenger sales representative to discuss these delivery methods and to find out the appropriate charge.

Lines Total	$13,717.72
Total Taxes	$1,000.81
Quote Total	**$14,718.53**

Terms and Conditions: https://www.wengercorp.com/terms-and-conditions.php

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: March 31, 2026
SUBJECT: **Approve Purchase of Music Equipment from Main Street Music for North 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 performing arts program at North School has seen consistent growth. This growth precipitates a need for high-quality and well-maintained instruments.

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

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

FUNDING: This purchase will be funded Prop 28 waiver funds not to exceed $70600.00.

RECOMMENDATION: Approve Purchase of Music Equipment from Main Street Music for North School using Prop 28 Waiver Funds.

Prepared by: Mrs. Susan Hawkins, Principal, North School.

Main Street Music

45 W. 10th Street
Tracy CA 95376

(209) 835-1125

PROPOSAL

PROPOSAL	DATE
778332	03/06/2026 12:00a
ACCT	**EMPL ID**
2086	JAKE
PO	**EXPIRES**
	04/05/2026

Bill To: North Elementary School
2875 Holly Dr
Tracy CA 95376

H(209)830-3350
C(209)830-3351

QTY	SKU#	DESCRIPTION	PRICE EA	TOTAL
2	TS700	MAJESTIC CONCERT TOM PAIR STAND	179.00	358.00
1	MCTCS1412	Majestic Concert Black 14 in. Single Headed Tom	179.00	179.00
1	MCTCS1311	Majestic Concert Black 13 Single Headed Tom	169.00	169.00
1	MCTCS1010	Majestic Concert Black 10 in. Single Headed Tom	149.00	149.00
1	MCTCS1210	Majestic Concert Black 12 in. Single Headed Tom	159.00	159.00
16	BWDG	BOOMWHACKERS - C MAJ DIATONIC	19.95	319.20
1	PSGB1	PROMARK PERFORMER SERIES GONG MALLET	49.95	49.95
1	TFCDJ-7MS	Toca Percussion Freestyle Colorsound Djembes - Set of 7	319.99	319.99
2	JOB1000	JUPITER OBOE RESIN BODY	2599.00	5198.00
1	P0500	ZILDJIAN 30" HAND HAMMERED GONG	1049.95	1049.95
1	ZXGS0012	ZILDJIAN HEAVY DUTY GONG STAND	332.95	332.95
2	JEP705	JUPITER 3 VALVE Bb EUPHONIUM	1899.00	3798.00
1	JBS1000	JUPITER INTERMEDIATE BARITONE SAXOPHONE	4299.00	4299.00
1	071SP26	Majestic Symphonic Timpani Cover	100.00	100.00
1	MP2300AH	Majestic 23 in. Symphonic Timpano, Hammered Copper	4299.00	4299.00
1	C6518B	Majestic 18 Note Concert Chimes, 1.25 in. Brass Lacquer Tubes	5000.00	5000.00
1	JBN1000	JUPITER BASSOON JBN1000 FULL HECKEL SYSTEM	5799.00	5799.00
2	JHR1100	JUPITER PERFORMANCE LEVEL DBL FRENCH HORN	2999.00	5998.00
2	JTU705	JUPITER 3 VALVE BBb TUBA	3499.00	6998.00
2	JBC1000NQ	JUPITER Bb BASS CLARINET	2349.00	4698.00

SUBTOTAL	65210.73
Sales Tax	5379.89
TOTAL	70590.62

Main Street Music

45 W. 10th Street
Tracy CA 95376

(209) 835-1125

PROPOSAL

PROPOSAL	DATE
778332	03/06/2026 12:00a
ACCT	**EMPL ID**
2086	JAKE
PO	**EXPIRES**
	04/05/2026

Bill To: North Elementary School
2875 Holly Dr
Tracy CA 95376

H(209)830-3350
C(209)830-3351

QTY	SKU#	DESCRIPTION	PRICE EA	TOTAL
2	JTS700A	Bb Tenor, Gold-Lacquered Body and Keys	1399.99	2799.98
2	KTN-210-B	BOSS KATANA 210 BASS AMP 300 WATTS	649.99	1299.98
2	HGB-B2	HGB-B2 BASS GIG BAG	69.95	139.90
2	TRBX304	YAMAHA TRBX304 4 STRING ELECTRIC BASS	419.00	838.00
2	SB-3	CREMONA SB-3 UPRIGHT BASS	1499.99	2999.98
4	SVA-500	CREMONA SVA-500 VIOLA OUTFIT	429.99	1719.96
3	SC-500-4/4	CREMONA SC-500 4/4 CELLO OUTFIT	1299.99	3899.97
8	SV-175-4/4	CREMONA SV-175 4/4 VIOLIN OUTFIT	279.99	2239.92

SUBTOTAL	65210.73
Sales Tax	5379.89
TOTAL	70590.62

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: March 30, 2026
SUBJECT: **Approve Funding Increase for SPG Therapy & Education to Provide Speech & Language Pathologists (SLPs) for the Remainder of the 2025-2026 School Year**

BACKGROUND: A board agenda was previously approved on August 12, 2025, in the amount of $220,000.00. At this time, we are seeking a budget increase due to the need to hire an additional Psychologist to provide support and services to Special Education students. We are requesting to increase funding with SPG Therapy & Education for the remainder of the 2025-2026 school year.

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

FUNDING: Expense for this increase is for $180,000.00. Total contract expenses for the remainder of 2025-2026 will not exceed $400,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Funding Increase for SPG Therapy & Education to Provide Speech & Language Pathologists (SLPs) for the remainder of the 2025-2026 School Year.

Prepared by: Jason Davis, Director of Special Education.

SPG Therapy & Education, PC dba SPG Therapy & Education

2021 Ygnacio Valley Rd, C-103
Walnut Creek, CA 94598
Phone (925) 945-1474 Fax (925) 945-1768

AGREEMENT BETWEEN
Tracy Unified School District
AND
SPG Therapy & Education

THIS AGREEMENT is effective July 1, 2025, by and between the **Tracy Unified School District** (hereinafter "District") and **SPG Therapy & Education,** (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. **Performance of Services:**
   a. Contractor agrees to perform the services described on "Addendums A, B, C, D, E, F and/or G" (hereinafter "Services") of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials and tools, necessary for the performance of the Services.

   b. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. **Compensation & Terms for Payment**: Contractor shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the Contractor detailing dates/hours of services provided. Contractor shall submit said demands for payment for services rendered no later than thirty (30) days from the end of the month in which said Services were actually rendered. District shall make payment in an amount equal to the number hours of service provided multiplied by the agreed upon hourly rate within thirty (30) days of receipt of an undisputed invoice. The total amount owed to Contractor by District shall not exceed Four Hundred Thousand Dollars ($400,000.00).

3. **Contract Term and Termination:** This Agreement will become effective on July 1, 2025. This Agreement will terminate upon the completion of the Services (as stated in addendums A (Speech) and/or B (Behavior) and/or C (Psychological Services) and/or D (Occupational Therapy Services) and/or E (Physical Therapy Services) and/or F (Mental Health) and/or G (Education) or when terminated as set forth below.
   a. Either party may terminate this Agreement at any time without cause by giving twenty (20) days written notice (as referenced in number 4 of this contract) to the other party. Contract changes, amendments or cancellations must be communicated directly with Contractor's President. *As a professional courtesy, please do not discuss contract changes, costs, or pending employment changes with contractor's employees. The Contractor will inform its' employees of changes or cancellations to the contract.*

4. **Notice:** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or fax transmission with verbal confirmation of receipt, addressed as follows:

DISTRICT

Special Education
Department

Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376
Phone: (209) 830-3270
Fax: (209) 830-3274

CONTRACTOR

SPG Therapy & Education
2021 Ygnacio Valley Rd, C-103
Walnut Creek, CA 94598
Phone: (925) 945-1474
Fax: (925) 945-1768
Tax ID# 94-3290122

Any notice personally given or sent by certified mail or fax transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

5. **Relationship of the Parties:** Please note that all Contractors' employees are employed on an "At Will" basis and therefore cannot be required to provide a 20-day notice of termination. Contractor does request that employees provide a minimum of 20-day notice of termination. Contractor shall not be responsible for any loss or claim of damage whatsoever incurred by District/Facility in the event Contractor cannot provide a Speech-Language Pathologist (SLP), Speech-Language Pathology Assistant (SLPA), Board Certified Behavior Analyst (BCBA), Board Certified Assistant Behavior Analyst (BCaBA), Registered Behavior Technician (RBT), Behavior Technician (BT), School Psychologist (SP), Occupational Therapist (OT), Certified Occupational Therapy Assistant (COTA), Physical Therapist (PT), Physical Therapy Assistant (PTA), Mental Health Therapist or Education Specialist due to resignation of Contracted SLP/SLPA/BCBA/BCaBA/RBT/BT/SP/OT/COTA/PT/PTA/Mental Health Therapist or or Education Technician or Contracted SLP/SLPA/BCBA/BCaBA/RBT/BT/SP/OT/COTA/PT/PTA/Mental Health Therapist or Education Specialist is not able to provide services for any reason. However, Contractor will use all efforts to replace the SLP/SLPA/BCBA/BCaBA/RBT/BT/SP/OT/COTA/PT/PTA/Mental Health Therapist or Education Specialist, if one is available in the area.
    a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general.
    b. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay.
    c. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

6. **Management of SPG Therapy & Education Staff:**

d. Each SLP/SLPA/SP/OT/COTA/PT/PTA/Mental Health Therapist or Education Specialist employee of Contractor is assigned a Clinical Supervisor. The Clinical Supervisor is available to provide assistance and support by helping contractor's employees access requested materials/assessments, explaining District/Facility procedures and forms, answering questions related to federal/state regulations and eligibility criteria, providing intervention suggestions and helping to resolve site related issues. The Clinical Supervisor may make site visits and/or provide Service Coverage for a contracted SLP/SLPA/SP/OT/COTA/PT/PTA/Mental Health Therapist or Education Specialist that is ill or may have excessive absences. Clinical Supervision services to be provided within contracted hours for assigned SLP/SLPA as designated in Addendum A, for assigned SP in Addendum C, for assigned OT/COTA in Addendum D, for assigned PT/PTA in Addendum E, for assigned Mental Health Therapist in Addendum F and/or for assigned Education Specialist in Addendum G.

e. Each BT/RBT/BCaBA employee of Contractor is assigned a BCBA. The BCBA is available to provide assistance and support by helping contractor's employees access requested materials, explaining District/Facility procedures and forms, answering questions related to federal/state regulations, providing intervention suggestions and helping to resolve case related issues. The BCBA will make site visits and/or provide Service Coverage for a contracted BT/RBT/BCaBA that is ill or may have excessive absences. BCBA services to be provided within contracted hours as outlined in Addendum B.

7. **Federal & State Taxes:** Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payment upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

8. **Fingerprinting and Criminal Records Check of Contractor's Employees:** CONTRACTOR shall comply with the requirements of California Education Code section 44237, 3501.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with

LEA pupils, prior to service with any LEA pupil. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA pupils until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, or contractors, who may come into contact with LEA pupils have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

Contractor shall also complete the Fingerprinting/Criminal Background Investigation Certification prior to Contractor's performing of any portion of the Services. Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor's employees on a school site:

a. All site visits shall be arranged through District;
b. Contractor and Contractor's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
c. Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site;
d. Once at such location, Contractor and Contractor's employees shall not change locations without contacting the District;
e. Contractor and Contractor's employees shall not use student restroom facilities; and
f. If Contractor and Contractor's employees find themselves alone with a student, Contractor and Contractor's shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

If District/Facility policy requires contractor's employee to obtain separate and additional live scan prior to placement at facility site, they may do so at District's/Facility's expense.

9. **Caseload Maximum:**
   a. Speech-Language Services: Contractor agrees to a maximum caseload of 55 students for each full time SLP/SLPA and a maximum caseload of 40 students for any caseload that solely consists of students classified as SH, AAC, and/or preschool. Combination caseloads will be prorated based on caseload roster provided by district. *It should be noted that both ASHA and CTA recommend a caseload limit of 40 students for K through 12 public schools.

   b. Behavior Intervention Services: BTs/RBTs are highly trained 1:1 aides. BCaBAs and BCBAs must supervise RBTs in accordance with the Behavior Analyst Certification Board (BACB) requirements.

   c. Occupational and/or Physical Therapy Services: Workload management is an ongoing process and therapist's caseloads will be set and managed based on workload rather than number of students. Weekly hours can increase or decrease based on changes in workload.

10. **Rules and Regulations**: All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement. Contractor agrees to maintain the confidentiality of any District student information it receives, subject to applicable law and/or regulation, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

11. **Indemnification:**
    a. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.

12. **Non-Solicitation:** District/Facility understands and acknowledges that Contractor expends extensive amounts of time, resources and money educating, training and mentoring its employees. The purpose of these company

investments by Contractor is to enhance employee retention and maintain an experienced and well-trained supply of employees capable of providing the Contractor's various services at multiple Districts/Facilities. Contractor is not in the business of training or recruiting individuals to be hired as employees of District/Facility. Accordingly, District/Facility agrees that during the term of this Agreement and for the immediate twelve calendar months following the termination of this Agreement (the "Period"), District/Facility shall not directly solicit for employment, offer employment to, or hire any employee of Contractor working at a District/Facility, without the prior written consent of Contractor.

13. **Supplies & Equipment:** Contractor will provide therapy and diagnostic materials as needed, if they are not available at school district/site. Should the contracting District require computer generated reports and IEPs, then it is the District's responsibility to either provide a computer to the contracted employee or provide access to a computer at the contractor employee's assigned site(s). If a computer is not available, then it is understood that all documentation will be handwritten.

14. **California Law:** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Joaquin County, California.

15. **Attorneys' Fees:** If either party files any action or brings any proceedings against the other arising out of the Agreement, each party shall bear its own costs and attorneys' fees.

16. **Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

17. **Time for Site Specific Trainings/Requirements:**
    a. Speech Services, School Psychology and Mental Health Services: District agrees to compensate Contractor for time spent by Contractor's employee for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, speech or Psych meetings, staff development days, and the like. Attendance for these services will be provided in accordance with the weekly contracted hours set forth in Addendum A and/or Addendum C.

    b. Behavior Intervention Services, Occupational Therapy Services, Physical Therapy Services and Education Services: District agrees to compensate Contractor for time spent by Contractor's employee for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, staff meetings, staff development days, and the like, when District has requested Contractor's employee(s) to attend. Attendance for these services will be in addition to the weekly contracted hours set forth in Addendums B for Behavior Intervention Services, Addendum D of Occupational Therapy Services, and Addendum E for Physical Therapy Services.

    c. District also agrees to pay Contractor for any additional time required by Contractor's employee to become proficient with any District/Facility required procedure (i.e.: computerized IEPs, Medi-Cal reports, positive behavior intervention, etc). Any hours in excess of contracted hours set forth in Addendums A, B, C, D, E, F and/or G and will require prior approval from District/Facility designee.

18. **List of Services to be Performed by Contractor:**
    a. Speech-Language Services: Contractor will provide Services that align with the scope and practice for Speech and Language Pathology, as defined by the California Speech-Language Pathology and Audiology Board, for provision of speech/language therapy services in the public-school setting. Services to include direct and indirect activities as they pertain to eligible students on caseload and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

    District will provide contracted SLP/SLPA with site's most current caseload list, to be updated on a monthly basis, via district generated roster lists.

    a. Behavior Intervention Services: Contractor will provide Services that align with the scope and practice for Behavior Analysts, as defined by the Behavior Analyst Certification Board, for provision of behavior intervention services in the public-school setting. Services to include direct services as they pertain to eligible students and in accordance with the Individual Education Plan (IEP) which will define the type

and frequency of service that each student is to receive

b. School Psychology Services: Contractor will provide Services that align with the scope and practice for School Psychologists, as outlined in the California Education Code, for provision of School Psychology services in the public-school setting. Services to include direct services as they pertain to eligible students and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

c. Professional Occupational and/or Physical Therapy services: Contractor will deliver Services in a school-based instructional model. The services include direct services to students, consultation, coordination, and collaboration with special and general education teams, appropriate documentation, and oversight of Occupational Therapy ("OT") and/or Physical Therapy ("PT") service delivery. The Services provided will follow state and federal education codes, best practices, and ethical standards as well as comply with program guidelines as set forth by District. Inclusive Services are comprised of direct contact with students to include direct treatment (individual and group), evaluations, Annual and Triennial assessments and meetings as well as consult time, preparation, documentation, travel between schools, mandatory meetings and administrative tasks.

19. **Limitation of Liability**: Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Insurance**: Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Workers' Compensation Insurance	Statutory Limits
Employer's Liability Insurance	$ 2,000,000
Abuse and Molestation Insurance	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000

21. **Disputes**: In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in San Joaquin County, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Contractor's right to bring a civil action against District

22. **Entire Agreement of Parties**: This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreement, whether oral or written. This Agreement may be amended or

modified only by a written instrument executed by both parties.

It is understood that contracted Speech Services will be provided and caseload demands will be met by a certified, licensed, and/or credentialed Speech-Language Pathologist (SLP), and/or a licensed Speech-Language Pathology Assistant (SLPA), when under the supervision of a certified and licensed SLP.

It is further understood that contracted Behavior Services will be provided by a certified, licensed, and/or credentialed Board Certified Behavior Analyst (BCBA), certified, licensed and/or Board Certified Assistant Behavior Analyst (BCaBA) under the supervision of a BCBA, and/or a certified, licensed, and/or credentialed Registered Behavior Technician (RBT) and/or Behavior Technician (BT) under the supervision of a certified and licensed BCaBA or BCBA.

It is further understood that contracted School Psychology Services will be provided by a certified, licensed, and/or credentialed School Psychologist.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. This contract is effective on July 1, 2025, and terminates on June 30, 2026, unless sooner terminated as provided herein.

DISTRICT

Name and Title of Authorized Representative
Tracy Unified School District

Signature

Date

CONTRACTOR

Susan Stark

Susan Stark, M.S., CCC-SLP

4/1/26

Date

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

I certify to the District's governing board that I am familiar with the facts herein certified, and I am authorized and qualified to execute this certificate on behalf of SPG Therapy & Education. I certify that SPG Therapy & Education has taken or will take the following actions with respect to the Agreement:

> SPG Therapy & Education has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all of its employees, agents, interns, and representatives and all of its consultants', contractors' or subcontractors' employees who may interact with District's pupils during the Term of the Agreement without District's pupils being under the immediate control and supervision of a District employee or with a pupil's parent/guardian, and the California Department of Justice has determined that none of those employees, interns, agents or representatives has been convicted of a felony, as that term is defined in Education Code section 45122.1.

A complete and accurate list of SPG Therapy & Education's employees, agents, interns, and representatives and of all of its consultants', contractors', and subcontractors' employees who may have contact with District's pupils during the Term of the Agreement is attached hereto.

SPG Therapy & Education's responsibility for criminal background clearance extends to all of its employees, agents, interns, representatives, consultants, contractors, subcontractors, and employees of each who will interact with District's pupils that are not under the immediate control and supervision of District's employees or a pupil's parent or guardian, regardless of whether they are designated as employees or acting as independent contractors of SPG Therapy & Education. SPG Therapy & Education shall not allow any person for whom District has not received satisfactory written verification of compliance to interact with District's pupils whether on or off District property for any purpose related to or arising out of this Agreement.

SPG Therapy & Education, PC : _____ Date: 4/1/26 _____

Signature: Susan Stark _____

Print Name: Susan Stark _____

_____

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 24, 2026
SUBJECT: **Approve Overnight Travel for the STEM Accelerator Coordinator, Tracy High School Principal, and 10 Students to Attend the American Association for Crystal Growth Conference in Fallen Leaf, California on June 7 – June 11, 2026**

BACKGROUND: AACG, also known as the American Association of Crystal Growth, will be holding a conference from June 7-June 11, 2026. This conference focuses on current and emerging challenges in understanding, chemistry, engineering, and the design of crystal growth in nature and a wide array of crystal applications and technologies.

RATIONALE: The invitation extended by the American Association for Crystal Growth (AACG) from Luis Zepeda-Ruiz Ph.D., Material Sciences Division of LLNL, for a group of TUSD students to attend the Crystal Growth Conference represents a unique and invaluable opportunity. Typically reserved for researchers, scientists, and alumni, AACG's decision to open the conference to high school students at no cost underscores a commitment to equity and access in education. This conference offers more than just academic enrichment; it provides a platform for students to engage with cutting-edge research, gain insights into current and emerging challenges in crystal growth, and explore real-world applications in science and technology. Participation in this event promises to foster critical thinking skills, inspire a passion for STEM disciplines, and empower students to envision future career paths. Moreover, it holds the potential for broader community impact, as students return as ambassadors of knowledge and inspiration, catalyzing curiosity, and innovation within the district and beyond. Approving our participation in the AACG Crystal Growth Conference aligns with TUSD's mission to provide equitable opportunities for academic and personal growth, reaffirming our commitment to excellence in education and the empowerment of our youth. 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.

FUNDING: Registration, lodging, and meals for this trip has been generously covered by AACG. However, to facilitate transportation, the TUSD Transportation Department will be paid for the rental use of two district vans. This expense will be covered by LCAP funding. It is estimated that the cost for van rental will not exceed $1600.

RECOMMENDATION: Approve Overnight Travel for the STEM Accelerator Coordinator, Tracy High School Principal, and 10 Students to Attend the American Association for Crystal Growth Conference in Fallen Leaf, California on June 7 – June 11, 2026.

Prepared by: Dean Reese, Ed.D., Director of STEM and Local Assessment.

29th AACG Western Section Conference on Crystal Growth



Join scientists and engineers at a conference hosted by the West chapter of the American Association for Crystal Growth (AACG), where you can hear from leading experts in industry, academia, and government about their work on crystal growth and its applications.

Fallen Leaf Lake, California June 7-11
www.aacgwest.org

REGISTER HERE:
AACG-Conference on Crystal Growth at South Lake Tahoe – Fill out form

Lodging, meals, and transportation are included
www.stanfordsierra.com

*These materials are neither sponsored or endorsed by Tracy Unified School District. TUSD makes no representation regarding the nature of quality of the services or activity promoted.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: March 25, 2025
SUBJECT: **Approve Out of State Conference for West High Counselors and One Admin to Attend the American School Counselors Association (ASCA) from July 10-14, 2026, in New Orleans, Louisiana**

BACKGROUND: Merrill F. West High School Counselors submitted for RAMP Certification in October 2025. They have received the certification and are now being invited to receive the award at ASCA Conference. The conference will be held July 10th-July 14th. It is held in the state of New Orleans, Louisiana.

RATIONALE: This is the premier event for in-depth school-counseling-related educational sessions. This conference will not only allow counselors to accept their award, but also attend four days' worth of breakout sessions, general sessions and networking events, allowing counselors to enhance my school counseling knowledge, improve my school counseling program and network with other school counselors to discover best practices. This mission also aligns with the school's goal to increase the number of students taking A-G courses and Goal #2 Hire, support, develop, train and sustain district employees who create a single purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: Conference, lodging, meals and transportation estimated cost not to exceed $25,000. A-G Improvement Grant will be funding source for this conference for the purpose of training.

RECOMMENDATION: Approve Out of State Conference for West High Counselors and One Admin to Attend the American School Counselors Association (ASCA) from July 10-14, 2026, in New Orleans, Louisiana.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: March 25, 2026
SUBJECT: **Approve Purchase of Two Interactive Projectors for Williams Middle School**

BACKGROUND: The district is committed to enhancing instructional practices and increasing student engagement. The purchase of this technology equipment will provide a dynamic, technology rich learning environment that supports instruction, real-time assessment and increased student participation.

RATIONALE: Purchasing the Interactive Projectors aligns with federal guidelines and supports equitable access to high-quality educational tools. The proposed purchase of two interactive projectors, along with additional document cameras and standard projectors, will strengthen instructional delivery and ensure consistent access to essential classroom technology across our site. Interactive projectors provide dynamic, hands-on learning experiences that increase student engagement and support real-time collaboration, while document cameras and standard projectors ensure that all teachers have the foundational tools needed to effectively model instruction, display student work, and integrate visual and multimedia resources into daily lessons. Together, these tools support a range of instructional strategies, including differentiation, immediate feedback, and increased student participation, aligning with our site and district goals around equitable access, technology integration, and improved student outcomes. This investment will help create more engaging, accessible, and consistent learning environments for all students.

FUNDING: Purchase and installation is approximately $19,000 and will be paid from Title I.

RECOMMENDATION: Approve Purchase of Two Interactive Projectors for Williams Middle School.

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

TRACY

Price Quote

DATE	EXPIRES
12/11/2025	

Contact Information:
Lisa Joubert
Emergent Technology Services
DGS Certified Small Business
(SB-Micro 2008065)
(916) 622-4111 Cell
(916) 264-0181 Fax



Website: http://www.epson.com

QTY	ITEM	DESCRIPTION	TERMS: Net 30 UNIT PRICE	FOB: Destination TOTAL
1	EPSV11HA03020	Epson Powerlite 118 XGA LCD Projector	502.00	502.00
		Warranty - 3 Year Projector, 90 Day Lamp via Brighter Future Program		
		It is recommended that you register your projectors when they are delivered and keep a copy of your delivery packing list		
		Replacement Lamps & Accessories		
0	INM EPSV13H010L78	Replacement Bulb for Epson Powerlite 98 & 108 (5,000 hours)	149.00	0.00
	INM EPSV13H010L97	Replacement Bulb for Epson Powerlight 118 (5,000 hours)	69.00	0.00
0	INM EPSV13H134A29	Replacement filter for Powerlite Projectors	15.00	0.00
		***Price Subject to Change**		
		Subtotal		502.00
		CA Sales Tax	8.25%	41.42
		Shipping (if subtotal is less than $250)		0.00
			Total	543.42

EMERGENT

Price Quote

DATE	EXPIRES

PURCHASE ORDER INFO.
Contact Information:
Lisa Joubert

Emergent Technology Services
DGS Certified Small Business
(SB-Micro 2008065)
(916) 622-4111 Cell
(916) 244-0181 Fax
www.emergentechservices.com

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
		LedBen Document Cameras		
0	LTU LTUDC193	Lumens DC193 *Output: HDTV 1080p & 720, UXGA 1600x1200, SXGA 1280x1024, XGA 1024x768* *Zoom: 10x optical and 12x digital Frame Rate: 30 fps* *Capture area: 16" x 12"* *Features: auto tune, auto focus, HDMI Pass Through for computer to projector* https://www.mylumens.com/en/Products_detail/13/DC193-Document-Camera	769.00	0.00
0	LTU LTUDC172	Lumens DC172 *Output: WXGA 1280x800, SXGA 1280x1024, XGA 1024x768* *Zoom: 6x mechanical and 6x digital Frame Rate: 30 fps* *Capture area: 13.58" x 10.82"* *Features: auto tune, auto focus, VGA Pass Through for computer to projector* https://www.mylumens.com/en/Products_detail/41/DC172-Document-Camera	613.00	0.00
		PLEASE MAKE PURCHASE ORDER PAYABLE TO: *Emergent Technology Services/*		
		Subtotal		0.00
		CA Sales Tax	8.25%	0.00
			Total	0.00

TRACY

Pricelist - February 2026

Contact Information:
Lisa Joubert
Emergent Technology Services
DGS Certified Small Business
(SB-Micro 2008065)
(916) 622-4111 Cell
(916) 244-0181 Fax
www.emergentechservices.com



EPSON
EXCEED YOUR VISION

QTY	Part Number	DESCRIPTION	UNIT PRICE	TOTAL
0	V11H919520	Epson 1485FI Interactive Projector	$2,823.00	$0.00
0	V12HA06A05	Epson ELPMB62 Ultra-Short Throw Wall Mount for BrightLink 1485Fi	$131.00	$0.00
0	V12H467020	Epson Active Speaker (ELPSP02)	$153.00	$0.00
	V12H006A02	Epson 100 inch Whiteboard 16:9	$866.00	
		**$50 Shipping Fee per Projector		
0	C7	Installation Cost (non-taxable)	$0.00	$0.00
		Sub-total (taxable)		$0.00
		Installation Costs (non-taxable)		$0.00
		Shipping		
		Tax	8.25%	$ -
			Total	$ -

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 31, 2026
SUBJECT: **Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees**

BACKGROUND: **MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATIONS**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Wimberley, Julie Program Specialist Special Education	DEC	06/30/2026	Accepted Position

BACKGROUND: **CERTIFICATED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Overby, Christine Teacher	CES	06/30/2026	Personal
Thomas, Crystal Teacher	NES	03/25/2026	Accepted Position

BACKGROUND: **CERTIFICATED RETIREMENTS**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Ignatovich, Teresa Teacher	WMS	05/29/2026	Retirement

BACKGROUND: **CERTIFICATED RETIREMENTS**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Jayne, Ann Teacher	SWP	05/29/2026	Retirement
Morelos-Bedolla, Maricela Teacher	SWP	05/29/2026	Retirement

BACKGROUND: **CLASSIFIED RETIREMENTS**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Crawford, Diane Special Education Para Educator	BES	5/29/2026	Retirement

BACKGROUND: **CLASSIFIED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Carrillo Vilchis, Araceli IEP Para Educator I	BES	3/22/2026	Accepted Position
Davalos, Graciela Food Service Worker	KHS	3/29/2026	Accepted Position
De Anda, Dulce Food Service Worker	CES	3/29/2026	Accepted Position
Hsu, Cathy SPED Para Community Based Ed. Program	TISCS	3/15/2026	Accepted Position
Lou, Zhi Utility Person II	MVMS	3/13/2026	Deceased

Mejia, Nadia Food Service Worker	KHS	3/29/2026	Accepted Position
Nair, Reshma IEP Para Educator I	WHS	3/30/2026	Accepted Position
Stokes, Jenean School Supervision Assistant	CES	2/11/2026	Personal
Ventura, Lidia Secretary to the Director of Food Services	DEC	4/3/2026	Personal

BACKGROUND: **COACH RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Bustos, Chris JV Flag Football	THS	3/24/26	Personal
Clark, Kevin JV Football Assistant	WHS	3/3/26	Personal
Garcia, Nicolle Dance Advisor	KHS	5/6/26	Personal
Hupman, Tida Girls' JV Soccer	WHS	3/17/26	Personal
Robinson, Alfred JV Head Football	WHS	3/31/26	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.

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 31, 2026
SUBJECT: **Approve Classified, Certificated, and/or Management Employment**

BACKGROUND:	**MANAGEMENT/CLASSIFIED CONFIDENTIAL**
Basravi, Nabihah	DEC/Special Education Speech Language Pathologist (Replacement) LMP 8, Step A - $26,363.00 Fund: Special Education
Wimberley, Julie	DEC/Special Education Program Administrator (Replacement) LME 49, Step E - $167,481.00 Fund: Special Education

BACKGROUND:	**CERTIFICATED**
Espinoza Vera, Carlos	West High School RSP 9-12 (Replacement) Class I, Step "A" 1 - $23,550.00 Fund: Special Education
Garcia, Edgar	Kimball High School Spanish (Replacement) Class I, Step "A" 1 - $22,379.00 Fund: General

Lindahl, Eden	North Elementary School SDC TK (Replacement) Class I, Step "A" 1 - $17,134.00 Fund: Special Education
Thomas, Crystal	DEC/Professional Learning & Curriculum Curriculum Specialist – TOSA (New) Class VI, Step "B"19 - $28,146.00 Fund: Targeted SES

BACKGROUND:	**CLASSIFIED**
Brew, Katie	IEP Para Educator I (New) Kimball High School Range 30, Step E - $26.67 per hour Fund: Special Education
Brooks, Shante	Bus Aide (New) DEC Range 24, Step B - $20.17 per hour Fund: Special Education
Carrillo Vilchis, Araceli	IEP Para Educator I(New) Bohn School Range 30, Step B - $23.19 per hour Fund: Special Education
Casel, Tanisha	Bus Aide (New) DEC Range 24, Step B - $20.17 per hour Fund: Special Education
Davalos, Graciela	Food Service Worker (Replacement) Tracy High School Range 25, Step E - $23.74 Fund: Child Nutrition – School Program
De Anda, Dulce	Food Service Worker (Replacement) Villalovoz Elementary School Range 25, Step E - $23.74 per hour Fund: Child Nutrition – School Program
Goswami, Tanushree	School Supervision Assistant (Replacement) George Kelly School Range 21, Step B - $18.86 per hour Fund: General Fund

Hill, Brooke	Para Educator I (Replacement) Monte Vista Middle School Range 24, Step C - $21.15 per hour Fund: General Fund
Hsu, Cathy	SPED Para – Community Education Driver (New) TYAP/TISCS Range 37, Step D - $29.98 per hour Fund: Special Education
Kaur, Jasmine	Health Technician/LVN (New) Health Services Range 50, Step D - $40.71 per hour Fund: Special Education
Knox-Goodman, Morgan	Utility Person III (New) MOT/Williams School Range 38, Step E - $32.21 per hour Fund: 50% General 50% Special Education Transportation
Lal, Bandana	Special Education Para Educator I (Replacement) North School Range 30, Step A - $22.14 per hour Fund: Special Education
Leonard, Brandon	Health Technician/LVN (New) Health Services Range 50, Step E - $42.68 per hour Fund: Special Education
Mejia, Nadia	Food Service Worker (Replacement) Kimball High School Range 25, Step D - $22.68 Fund: Child Nutrition – School Program
Mayorga Rodriguez, Jessica	IEP Para Educator (New) Jacobson School Range 30, Step B - $23.19 per hour Fund: Special Education
Montez, Karen	IEP Para Educator I (New) Hirsch School Range 30, Step E - $26.67 per hour Fund: Special Education

Morelos, Juanita	Health Technician/LVN (New) Health Services Range 50, Step B - $37.06 per hour Fund: Special Education
Nachegari, Shailaja	Special Education Para Educator I (Replacement) Poet-Christian School Range 30, Step D - $25.47 per hour Fund: Special Education
Nair, Reshma	IEP Para Educator I (Replacement) Art Freiler School Range 30, Step D - $25.47 per hour Fund: Special Education
Ochoa, Alyssa	Special Education Para Educator (Replacement) Jacobson School Range 30, Step B - $23.19 per hour Fund: Special Education
Oliveria, Corina	Preschool Instructor (Replacement) Villalovoz Preschool Range 36, Step E - $30.71 per hour Fund: Child Care and Development/Gain Market
Quinones, Layla	Para Educator I (Replacement) Villalovoz School Range 24, Step D - $22.14 per hour Fund: Title I
Saenz, Rachel	High School Attendance Secretary (Replacement) Tracy High School Range 31, Step E - $27.33 per hour Fund: General Fund
Sargento, Christopher	Utility Person III (Replacement) MOT/Grounds Team 2 Range 38, Step B - $27.94 per hour Fund: 50% Special Education Transportation 50% General Fund
Solorzano, Melissa	Special Education Para Educator I (New) West High School Range 30, Step E - $26.67 per hour Fund: Special Education

BACKGROUND:	**COACHES**
McClellan, Andrea Tracy High School	Swim Assistant $2,284.04 (prorated)

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

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: March 27, 2026
SUBJECT: **Adopt New Board Policy 4356 Personal Property (First Reading)**

BACKGROUND: The proposed Board Policy on Personal Property is being presented for first reading to establish clear and consistent expectations regarding employee-owned items brought onto District property. Currently, the District does not have a comprehensive policy addressing the use, risk, and potential reimbursement of employee personal property in the workplace, which may lead to inconsistent practices across sites and departments.

This policy clarifies that employees who bring personal property onto District premises do so at their own risk, unless reimbursement is required by law or expressly provided in an applicable collective bargaining agreement. The policy further affirms that any such reimbursement will be administered in accordance with the terms and conditions of the applicable agreement.

Additionally, the policy establishes restrictions on certain items, including residential furniture and furnishings, which are not permitted in classrooms or instructional spaces due to safety, compliance, and risk management considerations. The use of non-institutional furniture may not meet applicable fire, safety, and accessibility standards.

RATIONALE: The proposed policy is intended to establish clear and consistent expectations regarding employee personal property across all District sites while ensuring alignment with applicable laws and collective bargaining agreements. It supports fiscal responsibility by limiting unauthorized or unintended financial liability and reducing risk exposure associated with loss, damage, or the presence of non-approved items, including residential furniture that may not meet safety, fire, and accessibility standards.

FUNDING: There is no cost.

RECOMMENDATION: Adopt New Board Policy 4356 Personal Property (First Reading).

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

PERSONAL PROPERTY

The Governing Board recognizes that employees may bring limited personal property onto District premises in connection with their employment. Unless otherwise required by law or expressly provided in an applicable collective bargaining agreement, employees bring personal property onto District premises at their own risk.

The District does not authorize payment, reimbursement, or replacement for loss of, damage to, or theft of employee personal property, including but not limited to electronic devices, classroom materials, decorations, furniture, instructional aids, or other personal items voluntarily brought to the workplace.

Restrictions on Personal Property

For reasons of safety, compliance, and risk management, residential furniture and furnishings are not permitted in classrooms or other instructional spaces and shall not be brought onto District property as personal property. Residential furniture includes, but is not limited to, sofas, couches, recliners, upholstered chairs, ottomans, area rugs, and similar household items not designed, rated, or approved for institutional or educational use.

Only District-owned or District-approved furniture that meets applicable safety, fire, and accessibility standards may be used in classrooms and instructional areas.

Exceptions

Payment or reimbursement for employee personal property may be considered only when Required by law; or Expressly provided in an applicable collective bargaining agreement and subject to all conditions, limitations, and procedures contained in that agreement.

Nothing in this policy is intended to expand, restrict, or modify any rights or obligations contained in a collective bargaining agreement.

TUSD Adopted :

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: March 31, 2026
SUBJECT: **Adopt Revised Board Policy and Acknowledge New Administrative Regulation 3452 Student Activity Funds (First Reading)**

BACKGROUND: Existing Board Policies and Administrative Regulations related to Business Services are no longer current due to recent changes at the state and federal levels.

RATIONALE: The Tracy Unified School District (TUSD) must review and revise the current Board Policy and add Administrative Regulation 3452 Student Activity Funds to reflect updated laws and language.

FUNDING: There is no cost.

RECOMMENDATION: Acknowledge Revised Board Policy and Acknowledge New Administrative Regulation 3452 Student Activity Funds. (First Reading).

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

STUDENT ACTIVITY FUNDS

The Governing Board recognizes that student organizations can provide students with an opportunity to conduct worthwhile co-curricular activities ~~beyond those provided by the district can help students learn about effective financial practices. To that end,~~ **To that end, the Board may approve the formation of associated student body organizations which are composed entirely of students, operate under the oversight of the principal or other district-employed advisor, and are subject to the control and regulation of the Board.** Student organizations may raise and spend funds to support activities that promote **general** welfare, morale, and educational experiences of the student body.

Generally, there are two types of Associated Student Body (ASB) organizations. ASBs in high schools and middle schools are called "organized ASBs" since the students, organizing their activities around student clubs and/or a student council, have primary responsibility for the ASB, with the assistance of an adviser. In elementary schools, the ASB is "unorganized" because there is no student council and the principal or designee usually oversees the fund-raising and spending decisions, with more limited involvement from the students.

Fundraising events

At the beginning of each school year, each principal or designee shall submit to the Superintendent or designee a list of the fund-raising events that each student organization proposes to hold that year. The Superintendent or designee shall review the proposed events and determine whether the events contribute to the educational experience and are not in conflict with or detract from the school's educational program. When reviewing proposed events, the Superintendent or designee shall consider the effects of the activities on student health and safety, evaluate the risk of liability to the district, and ensure that the proposed activities are in compliance with law, Board policy, and administrative regulation.

Fundraising events that involve the sale of food and/or beverages shall comply with applicable state and/or federal nutrition standards and BP/AR 3554 - Other Food Sales. If the fundraising event involves the sale of non-compliant food and/or beverages, it shall not take place from midnight until at least one-half hour after the end of the school day, or not be conducted on school premises.

Management of funds

The Education Code requires the district to provide for the supervision of all funds raised by any student body organization or student organization using the name of the school. Consequently, student body funds shall be managed in accordance with law and sound business procedures designed to encourage the largest possible educational return to students without sacrificing the security of funds.

STUDENT ACTIVITY FUNDS

The Superintendent or designee shall develop internal control procedures to safeguard the organization's assets, ~~promote the success of fund-raising ventures, provide reliable financial information, and reduce the risk of fraud and abuse~~. **promote the success of fundraising ventures, provide reliable financial information, protect employees and volunteers from accusations of impropriety, and reduce the risk and promote the detection of fraud and abuse.** These procedures shall detail the oversight of activities and funds including, but not limited to, the appropriate role and provision of training for staff and students, parameters for events on campus, appropriate and prohibited uses of funds, and accounting and record-keeping processes, including procedures for handling questionable expenditures.

The principal or designee shall be responsible for the proper conduct of all student organization financial activities. The budget adopted by the student body organization should serve as the financial plan for the school year and shall be submitted to the Superintendent or designee at the beginning of each school year. ~~The Superintendent or designee shall periodically review the organization's use of funds to ensure compliance with the district's internal control procedures.~~ **The Superintendent or designee shall monitor the budget and periodically review the organization's use of funds to ensure compliance with the district's internal control procedures.**

Funds derived from the student body shall be disbursed according to procedures established by the student organization. All ~~disbursements~~ **expenditures** must be approved by a board-designated official, the certificated employee who is the student organization advisor, and a student organization representative. **(Education Code 48933)**

When student body funds are expended for equipment, supplies, or activities that support the district's athletic program, the Superintendent or designee shall ensure that the expenditures are aligned with the district's commitment to provide equitable opportunities for males and females.

Because of the district's administrative and/or direct financial involvement in the assets of the student organization, the student activity fund shall be reported within the district's fund in accordance with Governmental Accounting Standards Board Statement 84.

The Board shall provide an annual audit of student accounts by a certified public accountant or licensed public accountant. The cost of the audit shall be paid from district funds. **(Education Code 41020)**

Legal Reference:

EDUCATION CODE

~~35182.5 Non-nutritious foods and beverages, vending machines~~

STUDENT ACTIVITY FUNDS

~~35564 Funds, obligation of the student body~~
~~41020 Requirement for annual audit~~
~~48930-48938 Student body organization~~
~~49431 Sale of food and beverages, elementary schools~~
~~49431.5 Sale of food and beverages, middle, and high schools~~
~~51520 School premise, prohibited solicitations~~
~~51521 Fund-raising projects~~

~~CODE OF REGULATIONS, TITLE 5~~
~~15500 Food sales, elementary schools~~
~~15501 Food sales, middle and junior high schools~~

~~COURT DECISIONS~~
~~Prince v. Jacoby, (2002) 303 F.3d 1074~~

~~Management Resources:~~
~~FISCAL CRISIS MANAGEMENT & ASSISTANCE TEAM PUBLICATIONS~~
~~Associated Student Body Accounting Manual & Desk Reference, 2005~~
~~WEB SITES~~
~~California Department of Education: http://www.cde.ca.gov~~
~~Fiscal Crisis Management & Assistance Team: http://www.fcmat.org~~

State	Description
5 CCR 15500	Food sales in elementary schools
5 CCR 15501	Food sales in high schools and junior high schools
5 CCR 4920-4922	Nondiscrimination in intramural, interscholastic, and club activities
Ed. Code 35182.5	Contracts for advertising
Ed. Code 35564	Funds; obligations of the student body
Ed. Code 41020	Requirement for annual audit
Ed. Code 48930-48938	Student organizations
Ed. Code 49431	Sale of food; elementary school
Ed. Code 49431.2	Sale of food; middle and high schools
Ed. Code 49431.5	Sale of beverages; elementary, middle, and high schools
Ed. Code 51520	Prohibited solicitations on school premises
Ed. Code 51521	Fundraising projects
Federal	**Description**
34 CFR 106.41	Nondiscrimination in athletic programs
Management Resources	**Description**
Court Decision	Prince v. Jacoby (2002) 303 F.3d 1074
Fiscal Crisis & Management Assistance Team Pub.	Associated Student Body Accounting Manual, Fraud Prevention Guide and Desk Reference, 2015
Fiscal Crisis Management & Assistance Team Pub.	Fiscal Alert: GASB 84 and Its Impact on Associated Student Body Accounts, May 2020

STUDENT ACTIVITY FUNDS

Governmental Accounting Standards Board Pub.	Statement No. 84, January 2017
Governmental Accounting Standards Board Pub.	Implementation Guide No. 2019-2, Fiduciary Activities, June 2019
Website	CSBA District and County Office of Education Legal Services
Website	Governmental Accounting Standards Board
Website	California Department of Education
Website	Fiscal Crisis and Management Assistance Team

Cross References

Code	Description
1230	School-Connected Organizations
1230	School-Connected Organizations
1321	Solicitation Of Funds From And By Students
1321	Solicitation Of Funds From And By Students
3260	Fees And Charges
3260	Fees And Charges
3290	Gifts, Grants And Bequests
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3554	Other Food Sales
3554	Other Food Sales
3580	District Records
3580	District Records
5000	Concepts And Roles
5030	Student Wellness
5142	Safety
5142	Safety
5143	Insurance
5143	Insurance
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6145.5	Student Organizations And Equal Access
6145.5	Student Organizations And Equal Access

STUDENT ACTIVITY FUNDS

The collection, disbursement, and recording of transactions pertaining to student activity funds shall be performed in accordance with the Fiscal Crisis & Management Assistance Team Associated Student Body Manual.

In addition, no purchases may be made on contracts entered into by any activity or function of the associated student body in excess of $2,500 without prior review and approval of the Associate Superintendent for Business Services.

All applicable laws, regulations, and codes pertaining to the purchase of goods and services, bids, and quotations for general funds of the District apply to the commitment and disbursement of associated student body funds.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: March 31, 2026
SUBJECT: **Authorize the Director of School Business Support Services and Purchasing to Solicit Bids for Document Scanning Services**

BACKGROUND: Tracy Unified School District Business Services would like to solicit bids for document scanning services to determine the best value of services available starting in the 2026/2027 school year. The annual cost of these services will exceed the bid threshold defined in Public Contract Code Section 20111(a), which is $119,100.00. Therefore, bidding is required to ensure compliance with state and federal procurement guidelines.

RATIONALE: Approval to solicit bids allows Tracy Unified School District to remain compliant with state and federal procurement guidelines and supports the District's Strategic Goal #5: Continuously improve fiscal, facilities, and operational processes.

FUNDING: Funding will be from the general fund.

RECOMMENDATION: Authorize the Director of School Business Support Services and Purchasing to Solicit Bids for Document Scanning Services.

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: April 14, 2026
SUBJECT: **Accept Proposal from Pro-K12 Consulting & CM Services for the Modernization of Williams Middle School**

BACKGROUND: Tracy Unified School District is advancing major capital improvements projects at Williams Middle School addressing aging outdoor areas, programmatic needs, enrollment considerations and long-term educational goals. This project involves complex planning, design coordination, budgeting, scheduling and construction activities that require specialized expertise to ensure a successful delivery.

Given the scale, technical complexity, and regulatory requirements associated with school construction--including Division of 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 the project execution from pre-construction through closeout.

RATIONALE: Engaging Pro-K12 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: $211,500.00 Bond Measure O

RECOMMENDATIONS: Accept Proposal from Pro-K12 Consulting & CM Services for the Modernization of Williams Middle School

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

Pro-K12
Consulting & CM Services

April 2, 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 Williams Middle School Modernization Project**

Dear Eloy,
Pro-K12 is pleased to submit this proposal to provide Construction Management Services for the **Williams Middle School 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 Williams 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 Williams Middle School Modernization Project is structured into one phase for a design-bid-build delivery method under CUPCCAA.

Although the contract delivery method is one phase which focuses on a complete design package prepared for contractors bidding in a competitive bid process. Plans are currently being developed by HMC Architects.

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 **$ 4,700,000.00,** the total **fixed fee** for this engagement is **Two Hundred Eleven Thousand Five Hundred Dollars ($211,500.00)**. Pro-K12 will bill TUSD monthly based on service

Oakley Office • Phone: 925-303-9790 • Email: john.caputo@pro-k12.com • 210 Oregano Way, Oakley, CA 94561
Petaluma Office • Phone: 707-291-2223 • Email: rich.dunlap@pro-k12.com • 901 Maria Dr, Petaluma, CA 94954
License # 1144286

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 April 2026 through November 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 December 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: _____

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License # 1144286

Pro-K12
Consulting & CM Services

(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 Modernization 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 valuate 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)

Pro-K12
Consulting & CM Services

(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 $ 4,700,000.00, at a rate of 4.5%.

CM Fee Allocation Matrix

Total Fee: $211,500.00

Project Phasing	Allocation	Cost
Pre-Construction Planning and Design		$ 31,725.00
Constructability Reviews and Estimating		$ 21,150.00
Bid Document Preparaton		$ 10,575.00
Bid and Award		$ 10,575.00
Construction		$ 126,900.00
Post Construction and Close-out		$ 10,575.00
Total CM Fee		$ 211,500.00

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)

Pro-K12
Consulting & CM Services

(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 Williams 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)

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: April 7, 2025
SUBJECT: **Authorize the Director of School Business Support Services and Purchasing to Solicit Bids for Transportation Services**

BACKGROUND: Tracy Unified School District Business Services would like to solicit bids for transportation services to determine the best value of services available starting in the 2026/2027 school year. The annual cost of these services will exceed the bid threshold defined in Education Code Section 39802, which is $10,000.00. Therefore, bidding is required to ensure compliance with the California Education Code.

RATIONALE: Approval to solicit bids allows Tracy Unified School District to remain compliant with the California Education Code guidelines and supports the District's Strategic Goal #5: Continuously improve fiscal, facilities, and operational processes.

FUNDING: Funding will be from the General Fund.

RECOMMENDATION: Authorize the Director of School Business Support Services and Purchasing to Solicit Bids for Transportation Services.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: March 20, 2026
SUBJECT: **Adopt New Board Policy and Administrative Regulation 5144.2 Foster Youth Transfers to Alternative Education Programs (First Reading)**

BACKGROUND: State and federal laws, including California Education Code Section 48853 and California Education Code Section 48853.5, establish protections to ensure educational stability for foster youth. Additional provisions under California Education Code Section 48645.5 and California Education Code Section 48929 further regulate student transfers to alternative education programs. The District currently maintains general procedures for student placement; however, updated guidance specific to foster youth transfers to alternative education programs is necessary to ensure full compliance with current legal requirements.

RATIONALE: Foster youth often experience frequent school changes and educational disruption. Establishing clear policy and administrative regulations ensures that any voluntary or involuntary transfer to an alternative education setting is made in the student's best educational interest, with priority given to school stability, academic progress, and social-emotional well-being. This policy aligns District practices with current legal mandates and reinforces safeguards to prevent inappropriate or non-compliant transfers. This agenda item supports District Strategic Goals #3: Apply fiscal, operational, and community resources to ensure a safe and supportive learning environment that promotes equitable outcomes for all students.

FUNDING: N/A

RECOMMENDATION: Adopt New Board Policy and Administrative Regulation 5144.2 Foster Youth Transfers to Alternative Education Programs (First Reading).

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

Foster Youth Transfers to Alternative Education Programs

The Governing Board recognizes that students in foster care often experience educational disruption and that maintaining school stability is critical to supporting their academic success and well-being. The Board is committed to ensuring that foster youth receive equal access to educational opportunities and that any decision affecting school placement prioritizes the student's educational stability and best interests.

The District shall comply with all state and federal laws governing the educational rights of foster youth, including protections related to school stability, enrollment, and educational decision-making as outlined in Education Code Section 48853 and 48853.5.

Foster youth shall remain in their school of origin unless a determination is made that remaining in that school is not in the student's best educational interest.

The Board further recognizes that alternative education programs may provide appropriate educational opportunities for some students when the placement is designed to support the student's academic progress and social-emotional needs. However, foster youth shall not be transferred to an alternative education placement unless the District determines that such placement is in the student's best interest and consistent with applicable law.

Any voluntary or involuntary transfer of a foster youth to an alternative education program shall:

- Prioritize the student's educational stability
- Include meaningful input from the student and the student's Educational Rights Holder
- Be based on documented educational considerations
- Not be based solely on attendance, academic performance, or placement instability
- Not occur for administrative convenience or as a substitute for disciplinary procedures

Transfers to continuation education programs shall comply with the requirements outlined in Education Code Section 48645.5 and 48929.

The Superintendent or designee shall establish administrative regulations outlining procedures for voluntary and involuntary transfers of foster youth to alternative education placements, including documentation requirements, best interest determinations, and an appeal process.

The District shall designate a Foster Youth Liaison to ensure compliance with state law, assist with coordination between schools and child welfare agencies, and support the educational stability of students in foster care.

The District shall ensure that decisions regarding school placement or transfer comply with nondiscrimination protections under Education Code Section 220.

Foster Youth Transfers to Alternative Education Programs

Legal References

- California Education Code Section 220
- California Education Code Section 48853
- California Education Code Section 48853.5
- California Education Code Section 48645.5
- California Education Code Section 48929

Foster Youth Transfers to Alternative Education Programs

A. Purpose

The District shall ensure that any decision to transfer a foster youth to an alternative education placement is made in accordance with state and federal law and prioritizes the student's educational stability, academic progress, and best interests.

Foster youth shall not be transferred to an alternative education program unless the District has determined that such placement is in the student's best educational interest and complies with the student protections outlined in Education Code Section 48853, 48645.5, and 48929.

B. General

Definitions

Foster Youth
A student who is subject to a dependency order of the juvenile court or who has been removed from their home and placed in foster care as defined in Education Code Section 48853.

Educational Rights Holder (ERH)
The person legally authorized to make educational decisions for the student.

School of Origin
The school the student attended when permanently housed or the school last enrolled in, as defined under Education Code Section 48853.5.

Alternative Education Program
Includes continuation schools, community day schools, county community schools, or other district-operated alternative education placements.

C. Procedures

Educational Stability and Best Interest Determination

Foster youth have the right to remain in their school of origin unless it is determined that remaining in the school of origin is not in the student's best interest.

Prior to transferring a foster youth to an alternative education program, the District shall conduct a Best Interest Determination (BID) that includes consideration of:

- The student's academic progress and credit accumulation
- The student's attendance and behavioral history
- The student's social-emotional needs
- The impact of school mobility on the student's educational stability

- Input from the student, caregiver, Educational Rights Holder, and relevant school staff
- Transportation feasibility

The Best Interest Determination shall be documented and maintained in the student's educational record.

Voluntary Transfers

A foster youth may be voluntarily transferred to an alternative education program when the student and Educational Rights Holder request or agree to the placement.

Prior to approving a voluntary transfer, the District shall:

1. Conduct a meeting with the student, Educational Rights Holder, and appropriate school staff.
2. Review the student's educational record, including academic progress, credits, and attendance.
3. Provide information regarding the alternative education program, including graduation pathways, instructional schedule, and support services.
4. Ensure the Educational Rights Holder understands that participation is voluntary.

The voluntary transfer must be documented in writing and signed by the Educational Rights Holder.

Students who voluntarily transfer may request to return to a comprehensive school if the alternative placement is no longer appropriate.

Involuntary Transfers

Foster youth shall not be involuntarily transferred to an alternative education placement unless the District has exhausted appropriate interventions and determined that such placement is necessary and in the student's best interest.

Prior to an involuntary transfer, the District shall:

1. Provide written notice to the Educational Rights Holder explaining the proposed transfer and the reasons for the recommendation.
2. Offer the student and Educational Rights Holder the opportunity to meet with district staff to review the proposed placement.
3. Consider alternatives to transfer, including behavioral supports, counseling, credit recovery, or other interventions.

Foster Youth Transfers to Alternative Education Programs

For transfers to continuation schools, the District shall comply with **Education Code Section 48645.5**, including documentation that other interventions have been attempted prior to transfer.

The District shall ensure that foster youth are not disproportionately referred to alternative education placements due to behaviors related to trauma, placement instability, or circumstances beyond the student's control.

Prohibited Transfer Practices

The District shall not transfer a foster youth to an alternative education program:

- Solely due to poor attendance related to placement changes
- Solely due to academic deficiencies
- For administrative convenience
- As a substitute for disciplinary procedures
- Due to the student's foster care status

Transfer decisions must comply with nondiscrimination requirements outlined in **Education Code Section 220**.

Documentation Requirements

For any foster youth transfer to an alternative education program, the District shall maintain documentation including:

- Best Interest Determination documentation
- Written notice to the Educational Rights Holder
- Meeting notes and participant list
- Academic and behavioral records reviewed
- Documentation of interventions attempted (if applicable)
- Written consent from the Educational Rights Holder for voluntary transfers

All records shall be maintained in accordance with district recordkeeping policies.

Appeal Process

The Educational Rights Holder may appeal an involuntary transfer decision by submitting a written request to the Superintendent or designee within **five (5) school days** of receiving written notice of the transfer decision.

The District shall review the appeal and issue a written determination within **ten (10) school days**.

TUSD Acknowledged:

Foster Youth Transfers to Alternative Education Programs

During the appeal process, the student shall remain in their current educational placement unless otherwise agreed upon by the Educational Rights Holder.

Role of the Foster Youth Liaison

The District's Foster Youth Liaison shall:

- Ensure compliance with foster youth education laws
- Participate in Best Interest Determinations when feasible
- Assist in coordinating services between schools, caregivers, and child welfare agencies
- Support the student's educational stability and access to services

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: March 27, 2026
SUBJECT: **Acknowledge New Administrative Regulation AR 1312.4 Williams Uniform Complaint Procedures, and Exhibit 1 – Notice to Parents/Guardians, Students, and Teachers: Complaint Rights, and Exhibit 2 – Williams Complaint Form (First Reading)**

BACKGROUND: In accordance with California Education Code, all LEAs shall adopt Administrative Regulations that identify procedures to address Williams Act violations. This administrative regulation corresponds with the broad Uniform Complaint Procedure processes.

RATIONALE: This Administrative Regulation is a required action for all LEAs. Approval of this administrative regulation complies with Ed. Code requirements and FPM oversight.

FUNDING: There is no cost to the District.

RECOMMENDATION: Acknowledge New Administrative Regulation 1312.4 Williams Uniform Complaint Procedures, and Exhibit 1 – Notice to Parents/Guardians, Students, and Teachers: Complaint Rights, and Exhibit 2 – Williams Complaint Form (First Reading)

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

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 35186 mandates that districts establish policies and procedures to address complaints regarding insufficiency of textbooks and instructional materials, teacher vacancy or misassignment, and emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff. These procedures are no longer required for complaints of deficiencies related to the provision of intensive instruction and services to students who have not passed one or both parts of the high school exit examination after the completion of grade 12 since that categorical program was eliminated pursuant to AB 97 (Ch. 47, Statutes of 2013).

Education Code 35186 requires that districts post notices concerning these complaint procedures in each classroom. 5 CCR 4680-4687 further delineates legal requirements for the complaint form and notice. See the accompanying exhibits for a sample notice and complaint form.

It is recommended that districts use these procedures only for complaints regarding insufficiency of textbooks and instructional materials, teacher vacancy or misassignment, and emergency or urgent facilities conditions. The uniform complaint procedures specified in 5 CCR 4600-4670 should be used, as required, for a complaint alleging (1) failure to comply with state and federal laws governing educational programs; (2) unlawful discrimination, harassment, intimidation, or bullying; (3) violation of the prohibition against requiring students to pay fees, deposits, or other charges unless authorized by law; (4) noncompliance with legal requirements pertaining to the local control and accountability plan; (5) retaliation against a complainant or other participant in the complaint process or anyone who has otherwise acted to uncover or report alleged wrongdoing in the district; or (6) any other complaint as specified in a district policy; see BP/AR 1312.3 - Uniform Complaint Procedures.

For procedures related to complaints about employees, see BP/AR 1312.1 - Complaints Concerning District Employees.

For complaints concerning the district's adoption and selection of specific instructional materials, see BP/AR 1312.2 - Complaints Concerning Instructional Materials.

For complaints regarding the district's nutrition program, see BP 3555 - Nutrition Program Compliance.

Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following: (Education Code 35186; 5 CCR 4680-4683)

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that:

a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.

c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

(cf. 6161.1 – Selection and Evaluation of Instructional Materials)

2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that:

a. A semester begins and a teacher vacancy exists.

b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.

(cf. 4112.22 – Staff Teaching English Language Learners)

c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 – Certification)
(cf. 4113 – Assignment)

3. Complaints regarding the condition of school facilities, including any complaint alleging that:

a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff;

structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

(cf. 3514 – Environmental Safety)
(cf. 3517 – Facilities Inspection)

Filing of Complaint

Education Code 35186 requires that complaints be investigated and resolved within the timelines specified below. During the Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will expect to see statements regarding the filing of the complaint, the investigation, timelines, and the complainant's right to appeal to the Governing Board and to appeal facilities complaints to the CDE, as detailed in the following section and the section "Investigation and Response" below.

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. The principal or designee shall forward a complaint about problems beyond his/her authority to the Superintendent or designee in a timely manner, but not to exceed 10 working days. (Education Code 35186; 5 CCR 4680)

Investigation and Response

The principal or designee shall make all reasonable efforts to investigate any problem within his/her authority. He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she would like a response to the complaint, the principal or designee shall report the resolution of the complaint to him/her at the mailing address indicated on the complaint form within 45 working days of the initial filing of the complaint. At the same time, the principal or designee shall report the same information to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 48985 specifies that, when 15 percent or more of the students enrolled in a particular school speak a single primary language other than English, all notices, reports, statements, or records sent to the parents/guardians of such students be written in English and in the primary language. Education Code 35186 requires that, when Education Code 48985 is applicable, any response requested by the complainant must be written in English and in the primary language in which the complaint was filed.

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of a complaint, he/she has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in item #3a in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)
All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

(cf. 1340 - Access to District Records)

Reports

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled public Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code 35186; 5 CCR 4686)

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

Education Code 35186 requires that the district's complaint form contain the elements stated in the following paragraph. In addition, Education Code 35186 requires that a notice be posted in each classroom in each school in the district, as specified below. See the accompanying exhibits for a sample form and classroom notice.

WILLIAMS UNIFORM COMPLAINT PROCEDURES

The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186)

Legal Reference:

EDUCATION CODE
234.1 Prohibition of discrimination, harassment, intimidation, and bullying
1240 County superintendent of schools, duties
17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account
33126 School accountability report card
35186 Williams uniform complaint procedures
35292.5 Restrooms, maintenance and cleanliness
48985 Notice to parents in language other than English
60119 Hearing on sufficiency of instructional materials

CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4680-4687 Williams uniform complaint procedures

WILLIAMS UNIFORM COMPLAINT PROCEDURES

NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS: COMPLAINT RIGHTS

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials. That means each student, including an English learner, must have a textbook or instructional materials, or both, to use in class and to take home.

2. School facilities must be clean, safe, and maintained in good repair.

3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

Education Code 35186 requires that the notice inform parents/guardians of the location to obtain a complaint form when there is a shortage and provides that posting a notice downloadable from the CDE's web site will satisfy this requirement. The law does not require that complaint forms be placed in any specific location. The following paragraph lists locations where complaint forms may be available and should be modified to reflect district practice, including adding the school and district web site addresses.

4. A complaint form may be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: http://www.cde.ca.gov/re/cp/uc. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

TUSD Acknowledged:

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Williams Complaint Form
2025–26

California Department of Education

March 2025

Tracy Joint Unified School District

California *Education Code (EC)* Section 35186 and Chapter 5.1 (commencing with Section 4680) of *California Code of Regulations*, Title 5 (*5 CCR*), created a procedure for the filing of complaints regarding alleged deficiencies related to instructional materials, emergency or urgent facilities conditions that pose a threat to the health and safety of pupils or staff, and teacher vacancy or misassignment.

The complaint and response are public documents as provided by statute. Complaints may be filed anonymously. However, if you wish to receive a response, you must provide the following contact information.

Is a response requested (Please circle) – **Yes** or **No**

- If a response is requested, please complete the below section.
- Complainant contact information:

  Name: _____
  Mailing Address: _____
  Phone Number: _____

- Please complete the below information regarding the Williams Complaint allegation.
- Date of Complaint:
- Location where the complaint took place:

  School name: _____
  Address: _____
  Room number: _____

- Course or Grade Level and Teacher Name: _____

Describe the specific nature of the complaint in detail. You may add as much text to explain the complaint as you wish:

WILLIAMS UNIFORM COMPLAINT PROCEDURES

File this complaint with the principal of the school or his or her designee in which the complaint took place:

Location:
Address:

A complaint about problems beyond the authority of the principal shall be forwarded within 10 working days to the appropriate school district official for resolution.

Textbooks and Instructional Materials

A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state-adopted or district-adopted textbooks or other required instructional materials to use in class.

A pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.

Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

A pupil was provided with photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

Facility Conditions

A condition that poses a threat to the health and safety of pupils or staff while at school. These projects may include, but are not limited to, the following types of facility repairs or replacements: including: gas leaks, nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems, electrical power failure, major sewer line stoppage, major pest or vermin infestation, broken windows or exterior doors or gates that will not lock and that pose a security risk, abatement of hazardous materials previously undiscovered that pose an immediate threat to pupil or staff, structural damage creating a hazardous or uninhabitable condition, and any other emergency conditions the school district determines appropriate.

A school restroom has not been maintained or cleaned regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers.

The school has not kept all restrooms open during school hours when pupils are not in classes, and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when temporary closing of the restroom is necessary (1) for a documented pupil safety concern, (2) for an immediate threat to pupil safety, or (3) to repair the facility.

WILLIAMS UNIFORM COMPLAINT PROCEDURES

After July 1, 2026, the school has failed to provide and maintain at least one all-gender restroom for pupil use which (1) has signage identifying the bathroom facility as being open to all genders and in conformity with Title 24 of the *California Code of Regulations*; (2) is available for pupil use, as unlocked, unobstructed, easily accessible by any pupil, and consisting with existing pupil access to sex-segregated restrooms; (3) is consistent with the requirements of *EC* 35292.6; (4) is available during schools hours and school functions when pupils are present.

Teacher Vacancy or Misassignment

Teacher vacancy - A semester begins and a teacher vacancy exists. (A position to which a single designated certificate employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one - semester course, a position of which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester).

Teacher misassignment - A teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more English learner pupils in the class. This subparagraph does not relieve a school district from complying with state or federal law regarding teachers of English learners.

Teacher misassignment - A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

_____

_____

_____

_____

_____

Education Code 35186 requires that complaints be filed with the principal or designee and that the complaint form specifies the location for filing the complaint. Districts should specify the name and/or location in the spaces below.

Please file this complaint at the following location:
Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95377

TUSD Acknowledged:

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

_____ _____

Signature Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: March 31, 2026
SUBJECT: **Adopt Revised Board Bylaw 9270 Conflict of Interest (First Reading)**

BACKGROUND: In accordance with California Education Code, all LEAs shall adopt Board Bylaws that identify procedures to address Conflict of Interest violations. This board bylaw includes new language to ensure TUSD is compliant with Education Code requirements.

RATIONALE: This Board Bylaw is a required action for all LEAs. Approval of this updated bylaw complies with Ed. Code requirements and FPM oversight.

FUNDING: There is no cost to the District.

RECOMMENDATION: Adopt Revised Board Bylaw 9270 Conflict of Interest (First Reading).

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

CONFLICT OF INTEREST

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

(cf. 9005 - Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict

of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

(cf. 4117.2/4217.2/4317.2 - Resignation)
(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Conflict of Interest from Campaign Contributions

To avoid improper influence over the Board's decision-making involving the issuance of a license, permit, or other entitlements for use, including a contract, district officers, which includes Board members or agency heads, shall comply with Government Code 84308, including the following: (Government Code 84308)

1. **A district officer is prohibited from accepting, soliciting, or directing a contribution of more than $250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, if the Board member knows or has reason to know that the party or participant has a financial interest in the Board's decision.**
2. **Any district officer who received a contribution of more than $250 from a party or participant in the preceding 12 months shall disclose that fact on the record of the proceeding prior to the Board rendering a decision in the proceeding. If the district officer willfully or knowingly received the contribution and knows or has reason to know that the participant has a financial interest in the Board's decision, the district officer shall not make, participate in making, or in any way attempt to use the official**

position to influence the Board's decision.

3. **A district officer who receives a contribution that would otherwise require disqualification as described in Item #2 above may participate in the proceeding if the contribution is returned within 30 days from the time the district officer knows or should have known about the contribution and the proceeding.**
4. **A district officer who unknowingly accepts, solicits, or directs a contribution of more than $250 during the 12 months after the date of the Board's final decision on the proceeding may cure the violation by returning the contribution, or the portion exceeding $250, within 14 days of accepting, soliciting, or directing the contribution, provided the district officer did not knowingly or willfully accept, solicit, or direct the prohibited contribution. The district officer shall maintain records of curing the violation.**

The provisions in Government Code 84308 as specified above do not apply to labor contracts, competitively bid contracts, and personal employment contracts. (Government Code 84308)

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.
3. However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.
4. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.
   a. If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.
5. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

CONFLICT OF INTEREST

(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Pursuant to 2 CFR 200.318, no District officer, employee or agent shall participate in the selection, award, or administration of a contract in which they have a real or apparent conflict of interest. Such a conflict of interest would arise if the officer, employee or agent has a financial or other interest in or a tangible personal benefit for a firm/vendor considered for a contract. District officers, employees or agents who violate this written standard of conduct regarding the award and administration of contracts may be recommended for disciplinary actions by the Board or Superintendent.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(e)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office
35107 School district employees
35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards
41000-41003 Moneys received by school districts
41015 Investments

FAMILY CODE
297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE
1090-1099 Prohibitions applicable to specified officers
1125-1129 Incompatible activities
81000-91014 Political Reform Act of 1974, especially:
82011 Code reviewing body
82019 Definition, designated employee
82028 Definition, gift
82030 Definition, income
82033 Definition, interest in real property
82034 Definition, investment
87100-87103.6 General prohibitions
87200-87210 Disclosure
87300-87313 Conflict of interest code
87500 Statements of economic interests
89501-89503 Honoraria and gifts
89506 Ethics; travel
91000-91014 Enforcement

PENAL CODE
85-88 Bribes
REVENUE AND TAXATION CODE
203 Taxable and exempt property - colleges
CODE OF REGULATIONS, TITLE 2
18110-18997 Regulations of the Fair Political Practices Commission, especially:
18700-18707 General prohibitions
18722-18740 Disclosure of interests
18750.1-18756 Conflict of interest codes
COURT DECISIONS
McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)
Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261
Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469
Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655
Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511
ATTORNEY GENERAL OPINIONS
92 Ops.Cal.Atty.Gen. 26 (2009)
92 Ops.Cal.Atty.Gen. 19 (2009)
89 Ops.Cal.Atty.Gen. 217 (2006)
86 Ops.Cal.Atty.Gen. 138(2003)
85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)
81 Ops.Cal.Atty.Gen. 327 (1998)
80 Ops.Cal.Atty.Gen. 320 (1997)
69 Ops.Cal.Atty.Gen. 255 (1986)
68 Ops.Cal.Atty.Gen. 171 (1985)
65 Ops.Cal.Atty.Gen. 606 (1982)
63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:
CSBA PUBLICATIONS
Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010
FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS
Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005
INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS
Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009
Understanding the Basics of Public Service Ethics: Transparency Laws, 2009
WEB SITES
CSBA: http://www.csba.org
Fair Political Practices Commission: http://www.fppc.ca.gov
Institute of Local Government: http://www.ca-ilg.org

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 1, 2026
SUBJECT: **Acknowledge Revised Administrative Regulation 5116.1 Intradistrict Open Enrollment (First Reading)**

BACKGROUND: Administrative Regulation (AR) 5116.1, Intradistrict Open Enrollment, is being updated to ensure alignment with current District practices, enrollment trends, and applicable provisions of the California Education Code. As student enrollment patterns continue to shift and school capacities vary across the District, it is necessary to clarify procedures, expectations, and criteria for approving intradistrict transfers.

The proposed updates provide greater transparency and consistency in how transfer requests are processed, including clearer timelines, eligibility requirements, and communication procedures for families. In addition, the revision strengthens language related to program-based transfers, waiting lists, and conditions for maintaining an approved transfer to ensure equitable access for all students.

RATIONALE: A key component of this update is the formal definition of "impacted schools," which establishes objective criteria for determining when a school or grade level has reached capacity. This clarification supports the District's ability to manage enrollment effectively, maintain appropriate class sizes, and ensure safe and supportive learning environments.

The updates also reinforce compliance with state and federal requirements, including student rights related to transfers for safety reasons, while maintaining the District's commitment to providing school choice opportunities when space is available. Overall, the revised regulation is intended to improve operational efficiency, enhance fairness in the transfer process, and better support students, families, and school sites.

FUNDING: N/A.

RECOMMENDATION: Acknowledge Revised Administrative Regulation 5116.1 Intradistrict Open Enrollment (First Reading).

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

INTRADISTRICT OPEN ENROLLMENT

Purpose

The Board of Trustees desires to provide options for schools of choice dependent upon space available.

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of residence within the district. (Education Code 35160.5)

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)

Procedures

Except for transfers for victims of a violent crime and from a "persistently dangerous school," the following procedures shall apply to intradistrict open enrollment:

1. The Superintendent or designee shall identify those schools which may have space available for additional students. A list of those schools and open enrollment applications shall be available at each school site, the district office, and on the district's web site.

2. After the enrollment priorities have been applied in accordance with Board policy, if there are more requests for a particular school than there are spaces available, a random drawing shall be held from the applicant pool. A waiting list shall be established to indicate the order in which applicants may be accepted if openings occur during the year. Late applicants shall not be added to the waiting list for the current year but shall instead wait for a subsequent lottery.

3. The Superintendent or designee shall provide written notification (which may include a scanned document via email) to applicants as to whether their applications have been approved, denied, or placed on a waiting list. If the application is denied, the reasons for denial shall be stated.

4. Approved applicants must confirm their enrollment within 10 school days.

Any student who, prior to the 2016-17 school year, was granted a transfer out of a Title I school that had been identified for program improvement shall be allowed to remain in the school of enrollment until he/she completes the highest grade offered at that school.

(cf. 0520.2 - Title I Program Improvement Schools)

Additional Procedures

Approved intradistrict transfers are in effect through the highest grade at that school, and do not need to be resubmitted each year. However, students on an approved transfer are still subject to space availability. Students may be subject to displacement due to excessive enrollment.
Students must also meet the requirements of the intra district transfer.

- Through grade 5 at elementary schools
- Through grade 8 at K-8 schools

INTRADISTRICT OPEN ENROLLMENT

- Through grade 8 at Middle schools
- Through grade 12 at High Schools

High school students who are approved for an intradistrict transfer based on a program must remain in that program to remain on the approved intradistrict. If a student wishes to change programs they must reapply for the following year to another program. High school students dropped, removed, or exited of their own free choice from a program will be returned to their home school.

Intradistrict transfers are approved based on Board Policy and Space available.

Kindergarten through 8th grade Intradistrict Transfers

1. Student transportation is the responsibility of the parent

2. Once a student/parent/guardian accepts a transfer they cannot rescind it for a period of one year

Middle School Intradistrict Transfers

1. Student transportation is the responsibility of the parent

2. Once a student/parent/guardian accepts a transfer they cannot rescind it for a period of one year

3. All incoming Middle School students must register at their zoned school

High School Intra District Transfers

1. Student transportation is the responsibility of the parent

2. Once a student/parent/guardian accepts a transfer they cannot rescind it for a period of one year

3. All incoming High School students must register at their zoned school

4. If a student is applying for an academy or specialized program, they must turn in an intradistrict form to the Academy or Program Coordinator by January 15th.

5. If a student is on an intradistrict transfer due to an academy or specialized program, and they drop, exit, or are removed from the program during grades 9-11, they will be returned to their zoned school.

6. Any transfers received after open enrollment period will not be added to the waiting list for the current year.

7. The address of record for high school shall be established during the middle school years of enrollment (6th-8th) grades **for impacted schools**.

8. When documentation shows that parents share custody (50%), a decision must be made by the parents declaring an official address of record for high school placement.

9. Parents will not be allowed to modify/change official address of record in order to gain access to their school of preference.

10. If separation/divorce occurs between parents of student during the time period for placement at high school; official court documentation must be provided stating physical custody for address of official record.

Impacted School Definition

An impacted school is a school site where enrollment demand meets or exceeds the school's established capacity, as determined by the District in either a certain grade level or the school as a whole based on one or more of the following factors:

- **Maximum student enrollment capacity as defined by facility limits, classroom space, and staffing allocations**
- **Class size thresholds pursuant to District standards, collective bargaining agreements, and applicable law**
- **Program capacity constraints, including specialized programs (e.g., Special Education, English Learner services, Career Technical Education, or magnet/IB programs)**
- **Health and safety considerations, including supervision ratios and campus infrastructure limitations**
- **Projected enrollment trends, including current and anticipated student population increases**

When a school is designated as impacted, the District may limit or deny intradistrict or interdistrict transfer requests to that school in order to:

- **Maintain safe and effective learning environments**
- **Ensure equitable access to educational programs across the District**
- **Preserve compliance with class size, staffing, and facility requirements**

The determination of impacted status shall be made by the Superintendent or designee and may be reviewed periodically based on enrollment data and District capacity.

Intradistrict Transfer (All Schools)

Intradistrict permits involving all schools in the District are issued on the basis of the criteria contained above, below, and in Board Policy 5116.1. Continuation of student transfer is subject to the following conditions:

1. Availability of space
2. Regular school attendance
3. Passing grades in all subjects
4. Observance of school rules and regulations

5. Academic requirements established by each program

Caregiver Affidavits

Students under "Caregiver Authorization" shall be placed in schools at the discretion of the Office of Student Services based upon space availability.

Transfers for Victims of a Violent Criminal Offense

Within a reasonable amount of time, not to exceed 14 days, after it has been determined that a student has been the victim of a violent criminal offense while on school grounds, the student's parents/guardians shall be offered an option to transfer their child to an eligible school identified by the Superintendent or designee. In making the determination that a student has been a victim of a violent criminal offense, the Superintendent or designee shall consider the specific circumstances of the incident and consult with local law enforcement as appropriate. Examples of violent criminal offenses include, but are not limited to, attempted murder, battery with serious bodily injury, assault with a deadly weapon, rape, sexual battery, robbery, extortion, or hate crimes.

The Superintendent or designee shall consider the needs and preferences of the affected student and his/her parent/guardian in making the offer. If the parent/guardian elects to transfer his/her child, the transfer shall be completed as soon as practicable.

Transfers from a "Persistently Dangerous" School

Upon receipt of notification from the California Department of Education (CDE) that a district school has been designated as "persistently dangerous," the Superintendent or designee shall provide parents/guardians of students attending the school with the following notifications:

1. Within 10 days of receipt of the notification from CDE, notice of the school's designation

2. Within 20 days of receipt of the notification from CDE, notice of the option to transfer their child

(cf. 0450 - Comprehensive Safety Plan)

Parents/guardians who desire to transfer their child out of a "persistently dangerous" school shall provide a written request to the Superintendent or designee and shall rank-order their preferences from among all schools identified by the Superintendent or designee as eligible to receive transfer students. The Superintendent or designee may establish a reasonable timeline, not to exceed seven school days, for the submission of parent/guardian requests.

The Superintendent or designee shall consider the needs and preferences of students and parents/guardians before making an assignment, but is not obligated to accept the parent/guardian's preference if the assignment is not feasible due to space constraints or other considerations. For students whose parents/guardians accept the offer, the transfer shall generally be made within 30 school days of receiving the notice of the school's designation from the CDE. If parents/guardians decline the assigned school, the student may remain in his/her current school.

The transfer shall remain in effect as long as the student's school of origin is identified as "persistently dangerous." The Superintendent or designee may choose to make the transfer permanent based on the educational needs of the student, parent/guardian preferences, and other factors affecting the student's ability to succeed if returned to the school of origin.

The Superintendent or designee shall cooperate with neighboring districts to develop an inter-district transfer program in the event that space is not available in a district school.

(cf. 5117 – Inter-district Attendance)

Appeal Process for Denials of Transfer Applications

Parent/guardian appeal of a denial for an Open Enrollment Request shall be made, in writing, to the Director of Student Services. The response from the Director of Student Services will constitute as the final step in the Open Enrollment Appeal process. In addition, a parent/guardian who believes he/she has been subject to discrimination may file a complaint using the district's Uniform Complaint Procedures.

Complaints

Any complaints regarding the open enrollment process shall be submitted in accordance with the applicable complaint procedure.
(cf. 1312.3 - Uniform Complaint Procedures)

Notifications

Notifications shall be sent to parents/guardians at the beginning of each school year describing all current statutory attendance options and local attendance options available in the district. Such notification shall include: (Education Code 35160.5, 48980)

1. All options for meeting residency requirements for school attendance

(cf. 5111.1 - District Residency)
(cf. 5118 - Open Enrollment Act Transfers)

2. Program options offered within local attendance areas

3. A description of any special program options available on both an interdistrict and intradistrict basis

4. A description of the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when a change of attendance is denied

5. A district application form for requesting a change of attendance

6. The explanation of attendance options under California law as provided by the CDE

cf. 5145.6 - Parental Notifications)

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 7, 2026
SUBJECT: **Receive the District's Initial Bargaining Proposal for the California School Employees Association (CSEA) for the 2026-2027 School Year and Submit it for Negotiations, Pending Public Input**

BACKGROUND: The current three-year Master Agreement between the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD) calls for reopener agreement contract negotiations for the 2026-2027 contract year. CSEA is requesting to meet and negotiate with the District as shared in CSEA's sunshine proposal.

RATIONALE: CSEA's sunshine proposal was presented to the Board at the regularly scheduled board meeting on March 24, 2026 (see attached). The District is requesting to open Article VIII. Pay and Allowances; and Article X Fringe Benefits.

The District is also willing to open other articles by mutual agreement if, in the course of negotiations for the 2026-2027 school year, changes in one of the currently open articles necessitates changes in other articles not currently open. Reopeners which have already been mutually agreed upon are Article VIII, Pay and Allowances; and Article X Fringe Benefits.

FUNDING: No fiscal impact

RECOMMENDATION: Receive the District's Initial Bargaining Proposal for the California School Employees Association (CSEA) for the 2026-2027 School Year and submit it for Negotiations, Pending Public Input.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

TRACY
UNIFIED SCHOOL DISTRICT

"The future belongs to the educated"

Dr. Robert Pecot
Superintendent
(209) 830-3201
(209) 830-3204 Fax

Tania Salinas
Associate Superintendent of Business Services
(209) 830-3230
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Tracy, CA 95376

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March 25, 2026

Debra Ladwig, Labor Relations Representative
California School Employees Associate
5375 West Lane
Stockton, CA 95210

Dear Ms. Ladwig:

The CSEA Sunshine Proposal for Tracy Chapter #098 was presented at last evening's board meeting. This letter serves as notification of Tracy Unified School District's Sunshine Proposal for the 2026-2027 Reopener Negotiations.

Tracy Unified proposes opening the following articles:

- Article VIII, Pay and Allowances
- Article X, Fringe Benefits

We anticipate all public notice requirements being met upon completion of the April 28, 2026, board meeting. Should that change, we will let you know. Thank you.

Sincerely,

Tammy Jalique

Tammy L. Jalique
Associate Superintendent of Human Resources

C: Mike Caulfield, Chapter #098 President

AFL-CIO

California School Employees Association

5375 West Lane
Stockton, CA 95210

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www.csea.com

Adam Weinberger
Association President

Keith Pace
Executive Director

Member of the AFL-CIO

The nation's largest independent classified employee association

AEU

March 12, 2026

VIA EMAIL only
tjalique@tusd.net

Tammy Jalique, Associate Superintendent for Human Resources
Tracy Unified School District
1875 W Lowell Avenue
Tracy, CA 95376

RE: CSEA Sunshine Letter - Initial Proposal for the 2026-2027 Reopener Negotiations

Dear Ms. Jalique:

Pursuant to Government Code Section 3547, the California School Employees Association and its Tracy Chapter #098 ("CSEA") hereby presents its initial proposal for the 2026-2027 reopener negotiations:

Article VIII: PAY AND ALLOWANCES

- Effective July 1, 2026, CSEA proposes a fair and equitable increase to the salary schedule.

Article X: FRINGE BENEFITS

- Effective July 1, 2026, CSEA proposes a fair and equitable increase to the annual District provided health benefit allowance.

In order to comply with the public notice requirements, please present CSEA's initial proposal at the next scheduled District board meeting. CSEA is prepared to commence negotiations after the completion of the public notice provisions.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Debra Ladwig
Labor Relations Representative

DL/mk
Enclosure: 2026-2027 Initial Proposal REO
c: Michael Caulfield, Chapter President
Nicole Wilson-Friend, Regional Representative 42
Vanessa Cervantez, Field Director
#098 file

INITIAL SUNSHINE PROPOSAL TO COMPLETE THE 2025-2026
FROM
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS TRACY CHAPTER #098
TO
TRACY UNIFIED SCHOOL DISTRICT

Article XLI: SUMMER SCHOOL

- **CSEA proposes language cleanup to align with current Education Code regarding additional assignments between instructional years.**

Article XLII: YEAR ROUND EDUCATION

- **CSEA proposes to eliminate this Article as unnecessary since there is no longer Year Round Education in Tracy Unified.**

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 31, 2026
SUBJECT: **Adopt and Acknowledge Revisions to Board Policy and Administrative Regulation 4300 Administrative, Supervisory and Confidential Personnel (First Reading)**

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to Administrative, Supervisory and Confidential Personnel, the District has revised Board Policy and Administrative Regulation 4300.

RECOMMENDATION: Adopt and Acknowledge Revisions to Board Policy and Administrative Regulation 4300 Administrative, Supervisory and Confidential Personnel (First Reading).

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

ADMINISTRATIVE ~~MANAGEMENT~~, SUPERVISORY AND CONFIDENTIAL PERSONNEL

The Governing Board recognizes that effective management is vital to the success of District **students and programs**. ~~operations.~~ Management personnel are expected to demonstrate initiative and good judgment in the development, implementation, and oversight of District programs. Supervisors shall promote the productivity, professional growth, and teamwork of District staff.

The Board shall adopt policies related to ~~management~~, **administrative**, supervisory and confidential personnel insofar as they are needed to comply with law and describe ~~circumstances~~ **terms** of employment within the District.

The Board may, by resolution, establish or abolish **any or all** positions designated as senior management of the classified service. **Any employee occupying a senior management position abolished by Board action shall become a member of the classified or certificated service in a position to which he/she would otherwise be entitled if he/she had not been in a senior management position. (Education Code 45104.5)**

Legal Reference:

EDUCATION CODE

35031	Term of employment
45100.5	Senior management positions
45104.5	Abolishment of senior classified management positions
45108.5	Definitions of senior classified management employees
45108.7	Waiver of provisions of 45108.5
45128	Overtime
45130	Exclusion from overtime provisions
45256.5	Designation of certain positions

GOVERNMENT CODE

3540	**Purpose**
3540.1	Definitions
3543.4	Management position; representation
3545	Appropriateness of unit; basis

TUSD Adopted: 09.26.06
TUSD Revised:

ADMINISTRATIVE ~~MANAGEMENT~~, SUPERVISORY AND CONFIDENTIAL PERSONNEL

~~A. Purpose and Scope~~

~~To provide guidance and direction for the Superintendent and/or designee regarding Management, Supervisory and Confidential Personnel positions.~~

~~B. General~~

~~1. The Governing Board recognizes that effective management is vital to the success of District operations. Management personnel are expected to demonstrate initiative and good judgment in the development, implementation and oversight of District program. Supervisors shall promote the productivity, professional growth and teamwork of District staff.~~

~~2. The Board shall adopt policies related to management, supervisory and confidential personnel insofar as they are needed to comply with law and describe circumstances of employment within the District.~~

~~3. The Board may, by resolution, establish or abolish positions designated as senior management of the classified service.~~

~~C. Forms Used and Additional References~~

~~None~~

~~D. Procedure~~

~~Management, supervisory and confidential positions shall be defined as follows:~~

~~1. Management Employees - those having significant responsibilities for formulating District policies or administering District programs and who serve in a position which the Governing Board has legally designated as a management position.~~

~~2. Supervisory Employees - those who, using independent judgment:~~

~~a. have the authority to make recommendations to the Superintendent or designee concerning employee hiring, transfer, suspension, layoff, recall, promotion, discharge, assignment, reward, or discipline.~~

~~b. assigning work to employees and direct them.~~

~~c. adjusting employee grievances.~~

TUSD Acknowledged: 09.26.06
TUSD Revised:

ADMINISTRATIVE ~~MANAGEMENT~~, SUPERVISORY AND CONFIDENTIAL PERSONNEL

~~3. Confidential Employees – those employees who, in the regular course of their duties, have access to or possess information relating to the District's employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.~~

~~4. Senior Management of the Classified Service – those employees that are either a fiscal advisor to the Superintendent or an employee in the highest program area position not requiring certification, with District-wide responsibility for formulating policy or administering the program.~~

~~Employees designated as senior management are part of the classified service and shall have the same rights, benefits and duties except the right to permanent status in these positions.~~

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

~~None~~

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

~~Employee Personnel File~~

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

~~Human Resources~~

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

~~Assistant Superintendent of Human Resources~~

TUSD Acknowledged: 09.26.06
TUSD Revised:

ADMINISTRATIVE ~~MANAGEMENT~~, SUPERVISORY AND CONFIDENTIAL PERSONNEL

Classified Senior Management and Supervisory Employees

A senior management employee is either a fiscal advisor to the Superintendent or an employee in the highest position not requiring certification in a principal district program area, with districtwide responsibility for formulating policy or administering the program. (Education Code 45108.5)

Employees holding positions designated as classified senior management and supervisory positions are entitled to all of the rights, benefits, and burdens of other classified employees, except that each senior management and supervisory employees shall not obtain permanent status in a senior management position. (Education Code 45100.5, 45256.5)

If assigned to a position within a bargaining unit, classified management and supervisory employees shall be reclassified at the discretion of the Governing Board subject to provisions of the applicable collective bargaining agreement or, for districts incorporating the merit system, the rules of the personnel commission.

Legal Reference:

EDUCATION CODE

Ed. Code 35031	Term of employment
Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of Education Code 45108.5
Ed. Code 45128	Overtime
Ed. Code 45130	Exclusion from overtime provisions
Ed. Code 45256.5	Designation of certain senior classified management positions

GOVERNMENT CODE

Gov. Code 3540	Purpose
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.4	Management and confidential positions; representation
Gov. Code 3545	Appropriateness of unit; basis

TUSD Acknowledged: 09.26.06
TUSD Revised:

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 31, 2026
SUBJECT: **Adopt Revised Board Policies and Administrative Regulations 4119.42, 4219.42, 4319.42 Exposure Control Plan for Bloodborne Pathogens (First Reading)**

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to Exposure Control Plan For Bloodborne Pathogens, the District has created all-personnel Board Policies and Administrative Regulations of 4119.42, 4219.42; 4319.42 to replace existing Board Policies and Administrative Regulations 4119.42, 4219.42, 4319.42.

RECOMMENDATION: Adopt Revised Board Policies and Administrative Regulations 4119.42, 4219.42, 4319.42 Exposure Control Plan for Bloodborne Pathogens (Second Reading).

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

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

~~The Superintendent or designee shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Superintendent or designee shall establish a written Exposure Control Plan designed to protect employees from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus (HIV) and hepatitis virus (HBV).~~

~~The Superintendent or designee shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with the District's Exposure Control Plan, employees having occupational exposure shall be offered the hepatitis B vaccination.~~

~~The Superintendent or designee may exempt designated first-aid providers from pre-exposure hepatitis B vaccination under the conditions specified by state regulations.~~

~~Any employee not identified as having occupational exposure in the District's exposure determination may petition to be included in the District's employee inservice and hepatitis B vaccination program. Any such petition should be submitted to the Superintendent or designee who shall evaluate the request and notify the petitioners of his/her decision. The Superintendent or designee may deny a request when there is no reasonable anticipation of contact with infectious material.~~

~~**Legal References:**~~

~~CODE OF REGULATIONS, TITLE 8~~
~~3204 Access to Employee Exposure and Medical Records~~
~~5193 California Bloodborne Pathogens Standard~~
~~Code of Federal Regulations, Title 29~~
~~1910.1030 OSHA Bloodborne Pathogens Standards~~

~~Management Resources:~~
~~CDE ADVISORY~~
~~1016.89 Guidelines for Informing School Employees about Preventing the Spread of Infectious Diseases, including Hepatitis B and AIDS/HIV Infections and Policies for~~

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

~~Dealing with HIV-Infected Persons in School Settings~~

As part of its commitment to provide a safe and healthy work environment, the Governing Board recognizes the importance of protecting employees from possible infection due to contact with bloodborne pathogens, including, but not limited to, hepatitis B virus, hepatitis C virus, and human immunodeficiency virus (HIV). The Superintendent or designee shall establish a written exposure control plan in accordance with state and federal standards for dealing with potentially infectious materials in the workplace.

The exposure control plan shall be consistent with the district's injury and illness prevention program established pursuant to Labor Code 6401.7 and 8 CCR 3203.

The Superintendent or designee shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with the district's exposure control plan, employees having occupational exposure shall receive training and be offered the hepatitis B vaccination.

Any employee not identified by the Superintendent or designee as having occupational exposure may submit a request to the Superintendent or designee to be included in the training and hepatitis B vaccination program. The Superintendent or designee may deny a request when there is no reasonable anticipation of contact with any infectious material.

In the event that an employee has an exposure incident, the district shall implement follow-up procedures in accordance with the exposure control plan. All such incidents shall be evaluated to determine whether changes need to be made in district practices.

Legal References:

State CODE Title 8	**Description**
3204	Access to employee exposure and medical records
5193	Bloodborne pathogens
Gov. Code 3543.2	Scope of representation
Lab. Code 142.3	Authority of Cal/OSHA to adopt standards
Federal	
29 CFR 1910.1030	Bloodborne Pathogens

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

A. Purpose and Scope

To provide guidance and direction to all District personnel regarding exposure to bloodborne pathogens and other potentially infectious materials in the work place.

B. General

1. The Superintendent or designee shall establish a written Exposure Control Plan designed to protect employees from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus (HIV) and hepatitis virus (HBV).

2. The Superintendent or designee shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials.

3. In accordance with the District's Exposure Control Plan, employees having occupational exposure shall be offered the hepatitis B vaccination.

4. The Superintendent or designee may exempt designated first-aid providers from pre-exposure hepatitis B vaccination under the conditions specified by state regulations.

C. Forms Used and Additional References

Hepatitis B vaccination declination form

D. Procedure

Definitions

Occupational Exposure means "reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties. [Title 8, Section 5193(b)]

Exposure Incident means "a specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee's duties". Parenteral contact means "piercing mucous membranes or the skin barrier through such events as needlesticks, human bites, cuts and abrasions." [Title 8, Section 5193(b)]

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

~~Exposure Control Plan~~

~~The District's Exposure Control Plan shall contain at least the following components: [Title 8, Section 5193(c)]~~

~~1. A determination of which employees have occupational exposure to blood or other potentially infectious materials.~~

~~2. A description of the schedule and method for implementing exposure control requirements, including but not limited to:~~

~~a. Universal precautions~~

~~b. Engineering and work practice controls~~

~~c. Personal protective equipment~~

~~d. Housekeeping schedules~~

~~e. Hepatitis B vaccination~~

~~f. Post-exposure evaluation and follow-up~~

~~g. Informing employees about biohazards, including:~~

~~(1) Labels and signs, and~~
~~(2) Training~~

~~h. Maintenance of training and medical records~~

~~3. The District's procedure for evaluating circumstances surrounding exposure incidents.~~

~~The Exposure Control Plan shall be reviewed and updated at least annually and whenever necessary to:~~

~~1. Reflect new or modified tasks and procedures affecting occupational exposure.~~

~~2. Reflect new or revised employee positions with occupational exposure.~~

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

3. Review the exposure incidents which occurred since the previous update. [Title 8, Section 5193(c)]

The District's Exposure Control Plan shall be accessible to employees in accordance with the law. It also shall be made available to the Chief or Director of the National Institute for Occupational Safety and Health, U.S. Department of Health and Human Resources, or his/her designee, upon request for examination and copying. [Title 8, Section 5193(c)].

Exposure Determination

The District's exposure determination shall be made without regard to the use of personal protective equipment and shall include:

1. All job classifications in which all employees have occupational exposure to bloodborne pathogens.

2. Job classifications in which some employees have occupational exposure.

3. All tasks and procedures or groups of closely related tasks and procedures in which occupational exposure occurs and which are performed by employees listed in item #2 above. [Title 8, Section 5193(c)]

Hepatitis B Vaccination

Hepatitis B vaccinations shall be provided at no cost to those employees determined to have occupational exposure to blood and other potentially infectious materials. Employees who decline to accept the vaccination shall sign the hepatitis B declination statements as required by law. (E 4119.42) [Title 8, Section 5193(f)].
Human Resources - Certificated AR 4119.42 (c)

The District may exempt "designated first-aid providers" from the pre-exposure hepatitis B vaccine if:

1. Rendering first aid is not the primary job responsibility of the employee and is not performed on a regular basis.

2. The District's Exposure Control Plan provides that:

   a. Employees report all first-aid incidents involving the presence of blood or other potentially infectious materials before the end of the work shift during which the incident occurred.

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

b. Designated first-aid providers participate in the bloodborne pathogens training program.

c. Unvaccinated first-aid providers receive the full hepatitis B vaccination series no later than 24 hours after rendering assistance in any situation involving the presence of blood or other potentially infectious material regardless of whether an exposure incident occurred.

3. The District implements a procedure to ensure the above requirements are met. [Title 8, Section 5193(f)].

Protective Equipment

The District shall provide appropriate personal protective equipment at no cost to the employee. The District shall maintain, repair, make accessible and require employees to use and properly handle protective equipment. [Title 8, Section 5193(d)].

Information and Training

The District shall provide a training program as specified by law to all employees in job classifications which have been determined to have some degree of occupational exposure. This program shall be offered at the time of initial assignment, annually thereafter, and whenever a change of tasks or procedures affect the employee's exposure. Human Resources - Certificated AR 4119.42 (d)

Employees who fall within the definition of designated first-aid providers shall also receive training. Such training shall include the specifics of reporting first-aid incidents which involve blood or body fluids which are potentially infectious. [Title 8, Section 5195(g)].

First-Aid Incidents

Unvaccinated designated first-aid providers must report any first-aid incident involving the presence of blood or other potentially infectious material, regardless of whether an exposure incident occurred, by the end of the work shift. The full hepatitis B

~~vaccination series shall be made available to such employees no later than 24 hours after the first-aid incident. [Title 8, Section 5193(f)].~~

~~Exposure Incidents: Post-Evaluation and Follow-up~~

~~All exposure incidents must be reported as soon as possible to the Superintendent or designee. Following a report of an exposure incident, the District shall provide the exposed employee with a confidential medical evaluation and follow-up, as required by exposure source during all phases of the post-exposure evaluation. [Title 8, Section 5193(f)].~~

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

~~Bloodborne Pathogens Report~~

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

~~Medical and training records shall be kept in accordance with law. Medical records shall be maintained for the duration of employment plus thirty years. Training records shall be maintained for three (3) years from the date of training. [Title 8, Section 5193(h)].~~

~~Medical records for each employee with occupational exposure will be kept confidential as appropriate and transferred or made available in accordance with law. [Title 8, Section 5193(h)].~~

~~Records shall be made available to employees and the National Institute for Occupational Safety and Health in accordance with law. [Title 8, Section 5193(h)].~~

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

~~Human Resources~~
~~Health Services~~

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

~~Associate Superintendent for Human Resources~~

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

Definitions

Occupational exposure means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties. (8 CCR 5193; 29 CFR 1910.1030)

Exposure incident means a specific eye, mouth, other mucous membrane, nonintact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee's duties. (8 CCR 5193; 29 CFR 1910.1030)

Parenteral contact means piercing mucous membranes or the skin barrier through such events as needlesticks, human bites, cuts, and abrasions. (8 CCR 5193: 29 CFR 1910.1030)

A sharp is any object that can be reasonably anticipated to penetrate the skin or any other part of the body and to result in an exposure incident. (8 CCR 5193)

A sharps injury is any injury caused by a sharp, including, but not limited to, cuts, abrasions, or needlesticks. (8 CCR 5193)

Work practice controls are controls that reduce the likelihood of exposure by defining the manner in which a task is performed. (8 CCR 5193; 29 CFR 1910.1030)

Engineering controls are controls, such as sharps disposal containers, needleless systems, and sharps with engineered sharps injury protection, that isolate or remove the bloodborne pathogens hazard from the workplace. (8 CCR 5193; 29 CFR 1910.1030)

Engineered sharps injury protection is a physical attribute, such as a barrier, blunting, encapsulation, withdrawal, or other effective mechanism, built into a needle device or into a non-needle sharp which effectively reduces the risk of an exposure incident. (8 CCR 5193; 29 CFR 1910.1030)

Personal protective equipment is specialized clothing or equipment worn or used by an employee for protection against a hazard, such as gloves, gowns, laboratory coats, face shields or masks. (8 CCR 5193)

Exposure Control Plan

The district's written exposure control plan for bloodborne pathogens shall contain at least the following components: (8 CCR 5193; 29 CFR 1910.1030)

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

1. A determination of which employees have occupational exposure to blood or other potentially infectious materials, which shall be made without regard to employees' use of personal protective equipment and shall include a list of:

    a. All job classifications in which all employees have occupational exposure

    b. Job classifications in which some employees have occupational exposure

    c. All tasks and procedures, or groups of closely related tasks and procedures, in which occupational exposure occurs and which are performed by employees listed in item #1b above

2. The schedule and method of implementing each of the following in accordance with 8 CCR 5193 and this administrative regulation:

    a. Methods of compliance required by 8 CCR 5193(d) and 29 CFR 1910.1030, including universal precautions, general and specific engineering and work practice controls, and personal protective equipment

    b. Hepatitis B vaccination

    c. Bloodborne pathogen post-exposure evaluation and follow-up

    d. Communication of hazards to employees through information and training

    e. Recordkeeping, including medical records, training records, and a log of sharps injuries

3. The district's procedure for documenting the route(s) of exposure and the circumstances under which exposure incidents occurred

4. An effective procedure for gathering information about each exposure incident involving a sharp

5. An effective procedure for periodically determining the frequency of use of the types and brands of sharps involved in exposure incidents

6. An effective procedure for identifying currently available engineering controls and selecting such controls, as appropriate, for the procedures performed by employees in their work areas or departments

7. An effective procedure for documenting instances when a licensed healthcare professional directly involved in an employee's care determines that the use of an engineering control would jeopardize the employee's safety or the success of a medical, dental, or nursing procedure involving the employee

8. An effective procedure for obtaining the active involvement of employees in reviewing and updating the exposure control plan with respect to the procedures performed by employees in their respective work areas or departments

The exposure control plan shall be reviewed and updated at least annually and whenever necessary to: (8 CCR 5193; 29 CFR 1910.1030)

1. Reflect new or modified tasks and procedures affecting occupational exposure

2. Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens and, to the extent that sharps are used in the district, document consideration and implementation of appropriate commercially available needleless systems and needle devices and sharps with engineered sharps injury protection

3. Include new or revised employee positions with occupational exposure

4. Review and evaluate the exposure incidents which occurred since the previous update

5. Review and respond to information indicating that the exposure control plan is deficient in any area

The district's exposure control plan shall be accessible to employees upon request. (8 CCR 3204(e), 5193; 29 CFR 1910.1030)

Preventive Measures

The Superintendent or designee shall use engineering controls and work practice controls, as defined above, to eliminate or minimize employee exposure to bloodborne pathogens. Engineering controls and work practice controls shall be evaluated on a regular schedule and, as applicable, maintained, replaced, or updated to ensure their effectiveness. (8

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

CCR 5193; 29 CFR 1910.1030)

Whenever potential occupational exposure continues to exist after institution of engineering and work practice controls, the district shall provide, at no cost to the employee, appropriate personal protective equipment. (8 CCR 5193; 29 CFR 1910.1030)

Employees shall observe universal precautions to prevent contact with blood or other potentially infectious materials, including, but not limited to, handwashing, proper use of personal protective equipment, and proper disposal or washing of contaminated garments or objects. (8 CCR 5193; 29 CFR 1910.1030)

Any use of needleless systems, needle devices, or non-needle sharps shall adhere to the specific requirements of 8 CCR 5193(d) and 29 CFR 1910.1030.

Pre-Exposure Hepatitis B Vaccination

The hepatitis B vaccination and vaccination series shall be made available at no cost to all employees who have occupational exposure. The hepatitis B vaccination shall be made available after an employee with occupational exposure has received the required training and within 10 working days of initial assignment, unless the employee has previously received the complete hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or vaccination is contraindicated for medical reasons. (8 CCR 5193; 29 CFR 1910.1030)

Employees who decline to accept the vaccination shall sign the hepatitis B declination statement. (8 CCR 5193; 29 CFR 1910.1030)

The Superintendent or designee may exempt from the pre-exposure hepatitis B vaccine designated first aid providers whose primary job assignment is not the rendering of first aid, provided that the district implements the procedures in its exposure control plan for providing hepatitis B vaccine to all unvaccinated first aid providers who have rendered assistance in any situation involving the presence of blood or other potentially infectious materials and provides appropriate follow-up for those who experience an exposure incident. (8 CCR 5193)

Training

The Superintendent or designee shall ensure that all employees with occupational exposure

participate in a training program at the time of initial assignment to tasks where occupational exposure may take place and at least annually thereafter. (8 CCR 5193; 29 CFR 1910.1030)

The training shall address, at a minimum: (8 CCR 5193; 29 CFR 1910.1030)

1. The exposure control standard contained in 8 CCR 5193 and 29 CFR 1910.1030
2. The epidemiology and symptoms of bloodborne diseases
3. Modes of transmission of bloodborne pathogens
4. The district's exposure control plan and the means by which employees may obtain a copy of the written plan
5. Appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious materials
6. The use and limitations of methods to prevent or reduce exposure, including appropriate engineering controls, administrative or work practice controls, and personal protective equipment
7. The types, proper use, location, removal, handling, decontamination, and disposal of personal protective equipment
8. The basis for selecting personal protective equipment
9. The hepatitis B vaccine, including its efficacy, safety, and method of administration; the benefits of being vaccinated; and that the vaccine will be offered free of charge
10. Appropriate actions to take and persons to contact in an emergency or exposure incident involving blood or other potentially infectious materials
11. The post-exposure evaluation and follow-up that the district is required to provide for the employee following an exposure incident

Additional training shall be provided to affected employees whenever a change, such as the introduction or modification of tasks or procedures or the introduction of new engineering, administrative, or work practice controls, affects the employee's exposure. The additional training may be limited to addressing the new exposures created. (8 CCR 5193; 29 CFR

1910.1030)

Designated first aid providers shall receive training that includes the specifics of reporting first-aid incidents which involve blood or body fluids which are potentially infectious. (8 CCR 5193)

Reporting Incidents

All exposure incidents shall be reported as soon as possible to the Superintendent or designee.

Unvaccinated designated first aid providers must report any first aid incident involving the presence of blood or other potentially infectious material, regardless of whether an exposure incident occurred, by the end of the work shift. The full hepatitis B vaccination series shall be made available to such employees no later than 24 hours after the first aid incident. (8 CCR 5193)

Sharps Injury Log

The Superintendent or designee shall establish and maintain a log recording each exposure incident involving a sharp. (8 CCR 5193; 29 CFR 1910.1030)

The exposure incident shall be recorded within 14 working days of the date the incident is reported to the district. (8 CCR 5193)

The information recorded shall include the following, if known or reasonably available: (8 CCR 5193; 29 CFR 1910.1030)

1. Date and time of the exposure incident

2. Type and brand of sharp involved in the exposure incident

3. A description of the exposure incident, including:

    a. Job classification of the exposed employee

    b. Department or work area where the exposure incident occurred

c. The procedure that the exposed employee was performing at the time of the incident

d. How the incident occurred

e. The body part involved in the incident

f. If the sharp had engineered sharps injury protection, whether the protective mechanism was activated and whether the injury occurred before, during, or after the protective mechanism was activated

g. If the sharp had no engineered sharps injury protection, the injured employee's opinion as to whether and how such a mechanism could have prevented the injury

h. The employee's opinion about whether any other engineering, administrative, or work practice could have prevented the injury

Post-Exposure Evaluation and Follow-up

Following a report of an exposure incident, the Superintendent or designee shall immediately make available to the exposed employee, at no cost, a confidential medical

evaluation, post-exposure evaluation, and follow-up. The Superintendent or designee shall, at a minimum: (8 CCR 5193; 29 CFR 1910.1030)

1. Document the route(s) of exposure and the circumstances under which the exposure incident occurred

2. Identify and document the source individual, unless that identification is not feasible or is prohibited by law

3. With the consent of the exposed employee, provide for the collection and testing of the employee's blood for hepatitis B, hepatitis C, and HIV serological status

4. Provide for post-exposure prophylaxis, when medically indicated, as recommended by the U.S. Public Health Service

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

5. Provide for counseling and evaluation of reported illnesses

The Superintendent or designee shall provide the health care professional responsible for the employee's hepatitis B vaccination with a copy of 8 CCR 5193 and 29 CFR 1910.1030; a description of the employee's duties as they relate to the exposure incident; documentation of the route(s) of exposure and circumstances under which exposure occurred; results of the source individual's blood testing, if available; and all medical records maintained by the district relevant to the appropriate treatment of the employee, including vaccination status. (8 CCR 5193; 29 CFR 1910.1030)

The district shall maintain the confidentiality of the affected employee and the exposure source during all phases of the post-exposure evaluation. (8 CCR 5193)

Records

Upon an employee's initial employment and at least annually thereafter, the Superintendent or designee shall inform employees with occupational exposure of the existence, location, and availability of related records; the person responsible for maintaining and providing access to records; and the employee's right of access to these records. (8 CCR 3204)

The district shall maintain a medical record of each employee with occupational exposure, including the employee's hepatitis B vaccination status, the results of any post-exposure medical examinations and follow-up procedures, a copy of the information provided to the health care professional, and a copy of the health care professional's written opinion. The medical record shall be kept confidential and not disclosed or reported without the employee's written consent to any person within or outside the workplace except as required by law. (8 CCR 5193; 29 CFR 1910.1030)

Upon request by an employee, or a designated representative with the employee's written consent, the Superintendent or designee shall provide access to a record in a reasonable time, place, and manner, no later than 15 days after the request is made. (8 CCR 3204)

Records shall be maintained as follows: (8 CCR 3204, 5193; 29 CFR 1910.1030)

1. The medical records of each employee with occupational exposure shall be maintained for the duration of employment plus 30 years.

2. Training records shall be maintained for three years from the date of training.

3. The sharps injury log shall be maintained five years from the date the exposure incident occurred.

4. Exposure records shall be maintained for at least 30 years.

5. Each analysis using medical or exposure records shall be maintained for at least 30 years.

Legal References

CODE OF REGULATIONS, TITLE 8	
3204	Access to employee exposure and medical records
5193	Bloodborne pathogens
GOVERNMENT CODE	
3543.2	Scope of representation
LABOR CODE	
142.3	Authority of Cal/OSHA to adopt standards
6401.7	Injury and illness prevention program
CODE OF FEDERAL REGULATIONS, 29	
1910.1030	Bloodborne pathogens

Management Resources

CA Department of Industrial Relations Publication

A Best Practices Approach for Reducing bloodborne Pathogens Exposure, 2001

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 7, 2026
SUBJECT: **Approve New Job Description for CTE Coordinator**

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. The CTE Coordinator will provide leadership, coordination, and technical support for the District's Career Technical Education (CTE) teachers and programs. This position supports the planning, development, implementation, compliance, and continuous improvement of CTE pathways, programs, and services.

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

FUNDING: Career Technical Education Incentive Grant (CTEIG)

RECOMMENDATION: Approve New Job Description for CTE Coordinator.

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

TRACY UNIFIED SCHOOL DISTRICT

POSITION TITLE: CTE Coordinator

DEPARTMENT: Educational Services

POSITION SUMMARY:
Under the direction of the Director of Adult and Career Technical Education, the CTE Coordinator provides leadership, coordination, and technical support for the district's Career Technical Education (CTE) teachers and programs. This position supports the planning, development, implementation, compliance, and continuous improvement of CTE pathways, programs, and services, including but not limited to CTE grant administration, curriculum alignment, industry partnerships, program evaluation, professional development, and student workforce readiness initiatives. The CTE Coordinator works collaboratively with site administrators, counselors, teachers, industry partners, and post-secondary institutions to ensure high-quality, industry-aligned, and standards-based CTE programs across the district. Funding for this position is contingent upon the continued receipt and renewal of external grant funding. Continued employment is dependent on the successful annual award of the grant.

ESSENTIAL FUNCTIONS:

1. Supports the Director in the planning, development, and administration of all district CTE programs and pathways.
2. Prepares, monitors, and reports CTE budgets, including CTEIG, Perkins, and other categorical or grant-funded programs.
3. Coordinates the development, alignment, and revision of CTE curriculum to ensure compliance with California CTE Model Curriculum Standards and local graduation and postsecondary requirements.
4. Coordinates the procurement and management of instructional materials, tools, equipment, and facilities necessary for effective CTE instruction.
5. Collects, analyzes, and reports CTE data, including CALPADS reporting, program evaluation, and accountability metrics.
6. Coordinates industry partnerships, advisory committees, work-based learning opportunities, and community outreach to strengthen program relevance and student career readiness.
7. Supports site administrators and teachers in the implementation of high-quality, industry-aligned instructional practices.
8. Coordinates professional development and in-service training for CTE staff.
9. Supports articulation efforts with community colleges, and postsecondary institutions to promote dual enrollment, internships, certifications, and career pathways.
10. Serves as the primary lead for grant writing, applications, compliance documentation, and audit preparation related to CTE funding sources.
11. Coordinates program reviews, needs assessments, and continuous improvement processes for all CTE pathways.
12. Supports the development and implementation of work-based learning, internships, job shadowing, and career exploration activities.

13. Coordinates outreach, marketing, and communication efforts to promote CTE programs to students, families, and the community.
14. Guides site and district staff in identifying, planning, and developing new or expanded CTE programs.
15. Supports facility planning related to CTE labs, classrooms, and instructional spaces to meet industry and safety standards.
16. Assures compliance related to federal, state, and local CTE regulations and policies.
17. Develops and maintains relationships with state, regional, and industry organizations to enhance program quality and access to resources.
18. Supports counselors and student support services related to career counseling, pathway completion, and postsecondary transitions.
19. Develops district policies, procedures, and administrative guidelines related to CTE programs.
20. Responds to inquiries and concerns from students, parents, staff, and community partners related to CTE programs.
21. Participate in district, community, and professional meetings and conferences related to career and technical education.
22. Performs other reasonable duties as assigned by the Director of Adult and Career Technical Education.

EDUCATION AND EXPERIENCE:
Successful experience in education with demonstrated involvement in Career and Technical Education program development and coordination at the secondary or postsecondary level. Bachelor's Degree required. Masters preferred. CTE teaching credential required. Experience with CTE grants, program compliance, and industry partnerships highly desirable. Must possess a valid California Administrative Services Credential or be eligible for and able to obtain the credential within a district-designated timeframe as a condition of continued employment.

SKILLS AND QUALIFICATIONS:

1. Ability to provide and carry out oral and written directions, and to read, write, and speak at a level sufficient to fulfill assigned duties.
2. Ability to communicate effectively with administrators, teachers, students, parents, and community partners.
3. Ability to prepare comprehensive reports, grant documentation, and compliance materials.
4. Knowledge of California CTE Model Curriculum Standards and pathway development.
5. Ability to support fiscally responsible decision-making related to program and grant funding.
6. Ability to maintain cooperative working relationships with those contacted in the course of work duties.
7. Knowledge of business, workforce development, and industry partnership practices.
8. Knowledge of state and federal CTE and categorical funding programs.
9. Ability to support and collaborate with certificated and classified staff.
10. Ability to apply data and quality improvement tools to support program effectiveness.
11. Strong organizational and interpersonal skills.

12. Knowledge of federal, state, and local legislation related to career and technical education.
13. Knowledge of principles and practices of public school administration.
14. Knowledge of district operating policies, rules, and procedures.
15. Knowledge of curriculum design and instructional practices related to career readiness.
16. Knowledge of current applications and use of technology to enhance instructional programs and administrative activities.

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

1. Sit for extended periods of time.
2. Enter data into a computer terminal and operate standard office equipment for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels and on the telephone.
5. Hear and understand at normal levels and on the telephone with or without hearing aids.
6. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
7. Bend, squat, and/or stoop as required.
8. Reach overhead, grasp, and push/pull up to 25 pounds for short distances.
9. Lift and carry up to 25 pounds for short distances.

WORK ENVIRONMENT:
Employees in this position will be required to work indoors in an office and/or classroom environment and come in direct contact with district and site staff, students, and the public. The CTE Coordinator will also perform duties outside of school buildings and facilities, including visits to CTE sites, industry partners, and community locations.

SALARY: Leadership/Management range 49

DAYS OF SERVICE: 225 days

Board Approved: PENDING

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 7, 2026
SUBJECT: **Approve Tentative Agreements with CSEA for Reclassifications, New and Revised Job Descriptions for the Following Positions: Electrician, Irrigation Specialist/Grounds Mechanic, Maintenance Mechanic, Food Service Worker II – Transport Kitchen, Food Service Transport Kitchen Supervisor, Mechanic Assistant**

BACKGROUND: Pursuant to Article XL, Reclassification Requests, of the Master Agreement between Tracy Unified School District (TUSD) and California School Employees Association (CSEA), requests for reclassification/reallocation may be initiated by the classified bargaining unit or by the employee by November 1 of each year. In addition, the District continues the process of updating job descriptions to ensure that they accurately reflect current essential functions of the position, district requirements and any Federal or California Department of Education requirements. As part of the reclassification/reallocation process, the job descriptions as noted above were negotiated and tentative agreements signed.

A Reclassification/Reallocation Committee consisting of four administrators and four CSEA members met and provided their recommendation to the TUSD and CSEA negotiating teams regarding the various requests. The negotiating teams met several times to consider the recommendations for the Reclassification/Reallocation Committee. The negotiating teams reached tentative agreement on the revised job descriptions. The tentative agreements are attached.

These job descriptions accurately reflect the essential functions, education and experience, skills and qualifications, physical requirements, and work environment for the positions. In addition, this agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

RECOMMENDATION: Approve Tentative Agreements with CSEA for Reclassifications, New and Revised Job Descriptions for the Following Positions: Electrician, Irrigation Specialist/Grounds Mechanic, Maintenance Mechanic, Food Service Worker II – Transport Kitchen, Food Service Transport Kitchen Supervisor, Mechanic Assistant

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 7, 2026
SUBJECT: **Approve New Job Description for Special Education – Student Information Systems Technician**

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

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

FUNDING: Special Education Funding

RECOMMENDATION: Approve New Job Description for Special Education – Student Information Systems Technician.

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

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

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Special Education - Student Information Systems Technician

DEPARTMENT: Educational Services Department - Special Education

POSITION SUMMARY:
Under general supervision of the Director of Special Education and/or his/her designee, the Special Education - Student Information Systems Technician performs technical-level duties related to the maintenance, accuracy, and reporting of student data within the Special Education Department. This position ensures compliance with state and federal reporting requirements, manages data in systems such as CALPADS and SEIS, and provides technical support and training to staff regarding student information systems.

ESSENTIAL FUNCTIONS:

1. Maintain and update student data, for Special Education Students, in the district's Student Information System (SIS), Special Education Information System (SEIS), and CALPADS.
2. Collect, review, and validate data for Individualized Education Programs (IEPs), enrollment, and special education services for Special Education Students.
3. Prepare and submit accurate reports for Special Education Students to meet state and federal timelines, including CALPADS SEIS submissions and mandated special education reports.
4. Monitor and reconcile data between SIS, SEIS, and CALPADS to ensure integrity and compliance for Special Education Students.
5. Provide technical assistance and training to school site staff on data entry, reporting procedures, and necessary data corrections for Special Education Students.
6. Maintain and update staff user/provider data in the district's Special Education Information System (SEIS).
7. Troubleshoot and resolve SEIS software and database issues; communicate with vendors and IT staff as needed.
8. Assist in updating Standard Operating Procedures (SOPs) as directed for processes, policies, and procedures related to special education student data management.
9. Assist in annual SIS setup and rollover for special education programs.
10. Maintain confidentiality of student records and comply with FERPA and IDEA regulations.
11. Perform other related duties as assigned.

EDUCATION AND EXPERIENCE:

1. High School diploma or equivalent required.
2. College coursework in computer science, data management, or related field preferred.
3. Two years of experience in student information systems or data management, preferably in a school district setting.
4. Experience with special education data systems (SEIS) and CALPADS reporting is highly desirable.

Knowledge and Abilities:

1. **Knowledge of:**
    a. Student information systems (e.g., Aeries, PowerSchool), SEIS, and CALPADS reporting requirements.
    b. Special education compliance regulations and timelines.
    c. Data validation, reconciliation, and reporting techniques.
    d. Basic principles of relational databases and data security.

2. **Ability to:**
    a. Analyze and resolve data discrepancies accurately and efficiently.
    b. Communicate effectively with staff, parents, and outside agencies.
    c. Prioritize tasks and meet strict reporting deadlines.
    d. Maintain confidentiality and exercise discretion in handling sensitive information.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Enter data into a computer terminal and operate standard office equipment for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels and on the telephone and other electronic communication devices.
5. Hear and understand speech at normal levels and on the telephone and other electronic communication devices with or without hearing aids.
6. Stand and/or walk on hard and/or uneven surfaces for extended periods of time. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
7. Lift and/or carry up to 25 pounds at waist height for short distances.
8. Bend, squat, and/or stoop for extended periods of time.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office environment and come in direct contact with District staff and the public.

SALARY: Classified Salary Range 49

Board Approved:

Agreed to this 19th day of February 2026.

Tammy Jalique,
Associate Superintendent for Human Resources

Michael Caulfield,
President, CSEA Chapter 98

Debra Ladwig,
Labor Representative, CSEA