

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
April 28, 2026

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

TUSD board meetings are held in person.

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

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

A G E N D A

- | | | |
|-----------|---|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: O. Alexander, D. Cheeseman, R. Fagin, L. Hawkins, S. Secker, J. Silcox, D. Traina
Staff: R. Pecot, Z. Boswell, T. Jalique, T. Salinas, S. Smith | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed Session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
3.1 Administrative & Business Services: None.

3.2 Educational Services:
3.2.1 Finding of Facts: 25/26#35
Education Code §48912
3.2.2 Reinstatements: AR#25-26/#24
Education Code §48912
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__

3.3 Human Resources:
3.3.1 Consider Release for Coach Employees (Disciplinary/Unsatisfactory Evaluation) #UCL-571, and #UCL-572
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
3.3.2 Consider Contract Non-Renewal for Coach Employee (Change in Varsity Staff) #UCL-573
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
3.3.3 Consider Paid Leave of Absence for Classified Employee #UCL-574, Pursuant to Article XXIII
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |

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

Action: Motion___; Second___. **Vote:** Yes___; No__ ; Absent ; Abstain

3.3.5 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#35

3.2.1

Action: Motion___ Second___. **Vote:** Yes___; No__ ; Absent ; Abstain___

6b Report Out of Action Taken on Reinstatements: AR#25-26/#24

3.2.2

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

6c Report Out of Action Taken on Consider Release for Coach Employees
(Disciplinary/Unsatisfactory Evaluation) #UCL-571, and #UCL-572

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

6d Report Out of Action Taken on Consider Contract Non-Renewal for Coach
3.3.2 Employee (Change in Varsity Staff) #UCL-573

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

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

3.3.3 Employee #UCL-574, Pursuant to Article XXIII

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

7. Approve Regular Minutes of April 14, 2026

1-7

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

8. Student Representative Reports: None.

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

9.1 Recognize Kelly Elementary School Teacher, Sarah Cook, for Being Selected as the
San Joaquin County Teacher of the Year

9.2 Recognize the Outstanding Employees of the Spring Term for the 2025-26 School Year **8**

9.3 Kimball High 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:

12.1 Administrative & Business Services: None.

12.2 Educational Services:

12.2.1 Receive Public Comments Regarding Negotiations with California School Employees Association (CSEA) and the Tracy Unified School District (TUSD) **9**

- 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 Out-of-State Travel for Transportation Department Staff (Director, Coordinator, Bus Driver Trainer, Mechanic) to Attend School Transportation News Expo – Reno, NV (July 9 -15, 2026) **10**
- 13.1.2** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **11-12**
- 13.1.3** Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District **13-14**

13.2 Educational Services:

- 13.2.1** Approve Out of State Conference for Teacher Catalina Piña to Attend the Advanced Placement Summer Institute for Spanish Language and Culture from July 27-30, 2026, in Las Vegas, Nevada **15**
- 13.2.2** Approve Partnership Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Childcare Services **16-19**
- 13.2.3** Approve Agreement for Contract Services Between Nico Herron and George and Evelyn Stein High for Summer School Barbering Acceleration Program **20-23**
- 13.2.4** Approve Agreement for Contract Services Between Paula Arce, Licensed Cosmetologist and George and Evelyn Stein High School for Summer School Barbering Acceleration Program for the 2025-2026 School Year **24-27**

- 13.2.5 Approve Agreement Between Traci Mitchell and Stein High School for Summer School Barbering Acceleration Program Administrator for the 2025-2026 School Year 28-31
- 13.2.6 Approve Agreement Between Quest Science Center and Jacobson Elementary School for the 2025-2026 School Year 32-35
- 13.2.7 Approve Agreement for Special Contract Services with Lakeshore Learning and the TUSD School Readiness Preschool Program for the 2025-2026 School Year 36-39
- 13.2.8 Approve Out of State Conference for Superintendent and one Board Trustee to Attend the American School Counselors Association (ASCA) from July 10-14, 2026, in New Orleans, Louisiana 40

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment 41-42
- 13.3.2 Approve Classified, Certificated, and/or Management Employment 43-44
- 13.3.3 Approve Employer Partnership with Reach University (Separate Cover) 45
- 13.3.4 Approve One Year Renewal Option for Paid Student Internship Agreement with UMass Global 46-47
- 13.3.5 Approve Speech Language Pathology Assistant Agreement with San Joaquin Delta College 48-55

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

14.1 Administrative & Business Services:

- 14.1.1 Adopt Resolution No. 25.21 Specifications of the Election Order 56-57
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.
- 14.1.2 Remove Measure O Bond Oversight Committee Member, Rogelio Quintero, and Fill the Vacant Business Organization in the Community Member Position 58
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.
- 14.1.3 Adopt Revised Board Policy and Acknowledge New Administrative Regulation 3452 Student Activity Funds (Second Reading) 59-64
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.
- 14.1.4 Adopt New Board Policy 4356 Personal Property (Second Reading) 65-66
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.
- 14.1.5 Accept Proposal from Meehleis Modular Building Manufacturer for the Pre-Construction Services for the McKinley Elementary School New Campus Project 67
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.
- 14.1.6 Approve the Award of the Request for Proposal (RFP) of Commodity Processing of USDA Foods for the 2026-2027 School Year (Separate Cover) 68-70
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.
- 14.1.7 Consider Claim No. 671141 71
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.2 Educational Services:

- 14.2.1** Approve Adoption of Instructional Materials 72
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2.2** Approve Proposed Budget Changes to the 2025-2026 School Site Plan for George & Evelyn Stein High School (Separate Cover) 73-74
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2.3** Acknowledge Revised AR 5116.1 Intradistrict Open Enrollment (Second Reading) 75-80
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2.4** Acknowledge New Administrative Regulation AR 1312.4 Williams Uniform Complaint Procedures, Exhibit 1 Notice to Parents/Guardians, Students, and Teachers; Complaint Rights, and Exhibit 2 – Williams Complaint Form (Second Reading) 81-91
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2.5** Adopt Revised Board Bylaw 9270 Conflict of Interest (Second Reading) 92-99
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2.6** Adopt New Board Policy and Administrative Regulation 5144.2 Foster Youth Transfers to Alternative Education Programs (Second Reading) 100-106
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

14.3 Human Resources:

- 14.3.1** Adopt Revised Board Policies and Administrative Regulations 4119.42, 4219.42, 4319.42 Exposure Control Plan for Bloodborne Pathogens (Second Reading) 107-123
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 (Second Reading) 124-128
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.3** Adopt the District's Initial Bargaining Proposal for the California School Employees Association (CSEA) for the 2026-2027 School Year 129-132
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** May 12, 2026
17.2 May 26, 2026
17.3 June 9, 2026
17.4 June 23, 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, April 14, 2026**

- 6:40 PM:** 1-3. President Silcox called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: O. Alexander, D. Cheeseman, R. Fagin, L. Hawkins, S. Secker, J. Silcox, D. Traina
Staff: R. Pecot, T. Salinas, Z. Boswell, E. Quintana, S. Smith. Absent. T. Jalique
- 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 Action Taken on Finding of Facts: 25/26#31
- 3.2.1
- Action: Cheeseman, Traina. **Vote:** Yes-7; No-0; Absent-0.
- 6b Report Out of Action Taken on Board Waivers: JES#10354243
- 3.2.2
- Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6c Report Out of Action Taken on Early Graduation: TISCS#10332962
- 3.2.3
- Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6d Report Out of Action Taken on Consider Leave of Absence Requests for
- 3.3.1 Certificated Employees: #UC-1464 and #UC-1465, Pursuant to Article XX
- Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- 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: Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6f Report Out of Action Taken on Consider Non-Paid Leave of Absence for
- 3.3.3 Classified Employee #UCL-553, Pursuant to Article XXIII
- Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6g Report Out of Action Taken on Consider Non-Paid Leave of Absence for
- 3.3.4 Classified Employee #UCL-564, Pursuant to Article XXIII
- Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6h Report Out of Action Taken on Consider Paid Leave of Absence for
- 3.3.5 Classified Employee #UCL-567, Pursuant to Article XXIII
- Action: Denied. **Vote:** Yes-7; No-0; Absent-0.
- 6i Report Out of Action Taken on Consider Retroactive Paid/Unpaid Leave
- 3.3.6 of Absence for Classified Employee #UCL - 568, Pursuant to Article XXIII
- Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- Minutes:** 7. Approve Regular Minutes of March 24, 2026.
- Action: Cheeseman, Hawkins. **Vote:** Yes-7; No-0; Absent-0.

Audience: Heather Reyburn, Michael Stagnaro, Annabelle Lee, Brittani Ryan, Amanda Bowman, Jason Noll, Sarah Banchemo, Jennifer Strong, Eloy Vento, Gary Henderson, William Mayslar, Dante Dell'Aringa, Bill Berris, Michael Bunch, Tracy Rivera, Shorei Butler, Stacy Johnson, Amy Ceteras, Bob Brownne

Student Rep Reports: **8.1 Kimball High:** Sarem Girmai was excited to provide an update of what is happening at Kimball High. Senior Prom was Saturday and their athletic signing day is set for the 20th, it is an opportunity to recognize the student athletes. Baseball and softball have been winning big; they are very proud of this. The Counseling Department has been highlighting senior standouts on their Instagram page. Kimball is holding a Delta College application workshop later this month. Students are preparing for their future endeavors.

Alternative Education: Tatum Cobarrubia and Lillie Rose were unable to attend.

Tracy High: Violet Howard-Menteer shared that the Bulldogs are staying busy this season. The FFA students attended State Congress in March. They have been preparing for their Diversity meeting, an opportunity to highlight how different and beautiful all their Bulldogs are. Preparations are underway for the annual Tracy Lift Up. The junior class had their prom over the weekend, A Night on the Bay, at Berkely Memorial Stadium and it was a blast. The drama program will present Robin Hood on April 17th and 24th.

West High: Alexandra Larson and Joshua Addo wished everyone a happy Vaisakhi Day, a big holiday in Punjabi culture. They recently held their annual Spring Fest this month, with food, games, prizes, and an egg hunt which included free tickets to the West High graduation. The track team traveled to Arcadia in Los Angeles where they won big. Prom night took place at The River Mill which was an amazing night. Many more senior events are planned and this Friday the swim team is having a senior night against Tracy High.

8.2 Monte Vista Middle School: Mrs. Rossen, Leadership Teacher was accompanied by the MVMS Class President, Emily Tran, and Vice President, Elisha Gill, who showcased life at Monte Vista. They have a multicultural and diverse community, offering clubs such as Science Olympiad and Drama. The students enjoy many spirit days, STEM Quest Nights, and lunchtime activities. There is a dedicated group of students that have been practicing every day for the performance of Willy Wonka on April 30th. They look forward to the annual Dia De Los Muertos celebration where they honor those that have passed by playing music and games and handing out reclassification awards. Monte Vista has a great orchestra and band that performs throughout the year at other schools within the district and in the Tracy High homecoming parade. The students practice on over 20 different instruments. MVMS gives back to the community, participating in Brighter Christmas, hosting a haunted house canned food drive, and with classroom participation in the Coins for Canines and Cats drive that benefits the Tracy Animal Shelter.

Kelly Elementary: Leadership students Layla Crisostomo, Lauren Jablonski, YuNah Jung, and Molly Silcox presented for Kelly School. They highlighted the leadership program where students develop skills in teamwork and time management, opportunities available through AVID, and the school Science Olympiad team. The school participates in a spelling bee competition between other schools and offers an after-school Girls Who Code club that provides opportunities to practice coding through JavaScript. Journalism is a new elective this year, teaching the fundamentals of journalism, newspaper structure and lead writing. Every Friday, students enjoy a round of Name that Tune during the morning announcements. Leadership students play a song over the loudspeaker, whoever calls out the song first is the winner. George Kelly was featured in the March 2026 issue of the SJCOE Outlook Magazine for championing literacy and this month, Kelly School Teacher, Sarah Cook, was awarded as the SJCOE Teacher of the Year.

Recognition & Presentations:

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

The Kimball and West High Counseling departments were honored for achieving their RAMP certification; this is a rigorous and highly detailed process. To achieve this certification, the Counseling Teams conduct a comprehensive review of their entire program, aligning their work to the American School Counseling Association (ASCA) national model. Only programs that meet a high standard of quality and effectiveness receive the RAMP certification. Both schools were presented with certificates.

9.3 Recognize West High School for Being Named a California Distinguished School The California Distinguished Schools Program recognizes exceptional schools that distinguish themselves on the basis of exemplary student outcomes. Eligibility is determined by metrics generated through the California statewide accountability system for public schools. The state reviewed the 2025 California School Dashboard to determine eligibility. Principal Gary Henderson was presented with a certificate.

9.4 Tracy Charter School Principal Annabelle Lee spoke about her campus's two programs: the Tracy Independent Charter School and the Tracy Young Adult Program. Both programs emphasize academic excellence and independent and self-directed learning. They have a college and career awareness goal to develop skills necessary for success in post-secondary education and career pathways. The Charter School is comprised of online and in student learning. Social interaction is encouraged and flexible campus activities are available by way of the Student Success Center, counseling services, one-on-one teacher support, and college campus field trips. This year, they started a once a month in person class meeting for K-5 students. The young adult program offers job and vocational training, independent living skills, and self-advocacy. For the 26/27 school year they will offer a pathway and assistance to obtain a high school diploma.

Information & Discussion Items:	10.1	Administrative & Business Services: None.
Hearing of Delegations	11.	None.
Public Hearing:	12.1	Administrative & Business Services: None.
Consent Items:	13.	Board approval of any agenda item requiring insurance or fingerprint clearance is conditioned upon receipt of appropriate documentation by Tracy Unified. Action: Fagin, Cheeseman. Vote: Yes-7; No-0; Absent-0.
	13.1	Administrative & Business Services:
	13.1.1	Approve Payroll Reports (March 2026)
	13.1.2	Approve Revolving Cash Fund Reports (March 2026)
	13.1.3	Approve Accounts Payable Warrants (March 2026) (Separate Cover)
	13.1.4	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
	13.1.5	Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
	13.2	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)
	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
	13.2.3	Ratify Master NPS Contract with South Bay High School Residential Facility for the 2025-2026 School Year (Separate Cover)
	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
	13.2.5	Receive Update on Quarterly Williams Complaint Report for the Quarter Ending March 31, 2026
	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
	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
	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
	13.2.9	Approve the Purchase of Music Equipment from Wenger Corporation for North School using LEA's Prop. 28 (AMS) Waiver Funding

- 13.2.10** Approve Purchase of Music Equipment from Main Street Music for North School using Prop 28 Waiver Funds
- 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
- 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
- 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
- 13.2.14** Approve Purchase of Two Interactive Projectors for Williams Middle School

13.3 Human Resources:

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

Action Items:

14.1 Administrative & Business Services:

- 14.1.1** Adopt New Board Policy 4356 Personal Property (First Reading)
Action: Cheeseman, Alexander. **Vote:** Yes-7; No-0; Absent-0.
- 14.1.2** Adopt Revised Board Policy and Acknowledge New Administrative Regulation 3452 Student Activity Funds (First Reading)
Action: Fagin, Hawkins. **Vote:** Yes-7; No-0; Absent-0.
- 14.1.3** Authorize the Director of School Business Support Services and Purchasing to Solicit Bids for Document Scanning Services
Action: Cheeseman, Alexander. **Vote:** Yes-7; No-0; Absent-0.
- 14.1.4** Accept Proposal from Pro-K12 Consulting & CM Services for the Modernization of Williams Middle School
Action: Hawkins, Traina. **Vote:** Yes-7; No-0; Absent-0.
- 14.1.5** Authorize the Director of School Business Support Services and Purchasing to Solicit Bids for Transportation Services
Action: Fagin, Secker. **Vote:** Yes-7; No-0; Absent-0.

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)
Action: Alexander, Hawkins. **Vote:** Yes-7; No-0; Absent-0.
- 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)
Action: Hawkins, Alexander. **Vote:** Yes-7; No-0; Absent-0.
- 14.2.3** Adopt Revised Board Bylaw 9270 Conflict of Interest (First Reading)
Action: Hawkins, Cheeseman. **Vote:** Yes-7; No-0; Absent-0.

14.2.4 Acknowledge Revised Administrative Regulation 5116.1 Intradistrict Open Enrollment (First Reading)

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

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

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

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

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

14.3.3 Adopt Revised Board Policies and Administrative Regulations 4119.42, 4219.42, 4319.42 Exposure Control Plan for Bloodborne Pathogens (First Reading)

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

14.3.4 Approve New Job Description for CTE Coordinator

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

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)

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

14.3.6 Approve New Job Description for Special Education – Student Information Systems Technician

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

Board Reports:

Trustee Traina felt the inclusivity shown by the MVMS student presentation was overwhelming. When Kelly presented, she thought of Mr. Kelly; he would be proud to see the academics at the school. Tracy Charter is doing a great job balancing the independent and interpersonal skills and the recognitions were amazing. Trustee Secker attended a CTE dinner with President Silcox. He was pleased to see the breadth of training we provide to our students with alternatives to career paths. He also attended the Barbering Academy ceremony last week at Stein. Trustee Cheeseman attended the ceremony as well. She said it was wonderful to see the completed environment the students have to learn in. The academy is upbeat and lively and the furnishings look great. Trustee Alexander congratulated Kimball and West High for their recognitions. Trustee Hawkins congratulated Mrs. Cook for being named Teacher of the Year. He thanked and congratulated all TUSD teachers, assistant principals and counselors for maintaining the campus's and taking care of the students year-round. Trustee Fagin congratulated Mr. Henderson and the West High staff; he didn't know the school had to be nominated. He acknowledged the great job the student representatives do with their presentations, and he gave a shout out to the counselors for the guidance they provide. The Special Education Prom was phenomenal, he enjoys seeing the students having a great time, taking pictures, and dancing. Trustee Silcox passed on comment.

**Superintendent
Report:**

Dr. Pecot informed Mr. Henderson will be going to Anaheim at the end of the month, along with some West High staff, for a special recognition. Mrs. Sarah Cook was elected as the County Teacher of the Year. She will be honored at a future board meeting. She now moves on to the State level.

Adjourn: 7:54 PM

Clerk

Date



HUMAN RESOURCES MEMORANDUM

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

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

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

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

FUNDING: There is no fiscal impact.

RECOMMENDATION: Recognize David Vallotton, Intervention Teacher, Stein High School (Certificated 9-12), James Morales, 6-8 Grade Special Education Teacher, George Kelly School (Certificated 6-8), and Celeste Koehler, 2nd Grade Teacher, Poet Christian School (Certificated K-5) as Outstanding Certificated Employees; Pamela Mears, Para Educator I, Tracy High School (Classified 9-12), Priya Kutti, Para Educator II, Monte Vista Middle School (Classified 6-8), and Sandra Vasquez, Parent Liaison, Central Elementary & Stein High Schools (Classified K-5) as Outstanding Classified Employees, and Nereida Perez, Personnel Technician, Human Resources as the Outstanding Management Employee of the Spring Term for the 2025-26 School Year.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 15, 2026
SUBJECT: Receive Public Comments Regarding Negotiations with California School Employees Association (CSEA) and the Tracy Unified School District (TUSD)

BACKGROUND: CSEA has submitted their Sunshine Proposal for Reopener Negotiations for the 2026-2027 school year at the regularly scheduled board meeting on March 24, 2026. The District has also presented their initial bargaining proposal at the board meeting on April 14, 2026.

RATIONALE: This agenda item is intended to provide an opportunity for the public to comment as provided in Government Code 3547 regarding negotiations.

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

FUNDING: No fiscal impact.

RECOMMENDATION: Receive Public Comments Regarding Negotiations with California School Employees Association (CSEA) and the Tracy Unified School District (TUSD).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: April 13, 2026
SUBJECT: **Approve Out-of-State Travel for Transportation Department Staff (Director, Coordinator, Bus Driver Trainer, Mechanic) to Attend School Transportation News Expo – Reno, NV (July 9–15, 2026)**

BACKGROUND: Transportation News is hosting its annual conference in Reno, Nevada, designed specifically for school transportation professionals. This conference provides valuable training and development opportunities for staff across multiple roles within the department.

Mechanics will have the opportunity to participate in BIT (Bus Inspection Training), including the 45-day inspection requirement, as well as pursue automotive electrical diagnostic certification. Bus Driver Trainers can obtain certification in proper car seat and harness installation, receive updates on transportation safety requirements, and strengthen their skills in positive student management to effectively de-escalate situations on the bus. Additionally, Directors and Coordinators will receive updates on current regulations and laws, while also having the opportunity to collaborate with other districts to discuss shared challenges and best practices.

This conference offers a well-rounded opportunity to enhance skills, ensure compliance, and strengthen overall transportation operations.

RATIONALE: The conference will cover a variety of important topics, including child passenger safety on school buses, wheelchair securement training, and hands-on school bus safety scenarios. It is designed to empower transportation professionals, enhance student safety, promote ongoing education, and provide valuable hands-on training experiences.

FUNDING: The estimated total cost for Transportation Department staff to attend the conference is \$8,401.70. This includes registration, lodging, transportation, and meals, and will be funded through General Transportation Funds.

RECOMMENDATION: Approve Out-of-State Travel for Transportation Department Staff (Director, Coordinator, Bus Driver Trainer, Mechanic) to Attend School Transportation News Expo – Reno, NV (July 9–15, 2026).

Prepared by: Lydia Thompson, Director of Maintenance, Operations, and Transportation.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: April 28, 2026
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

BACKGROUND: To be valid or to constitute an enforceable obligation for or against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, the value of the fee, dedication, services or other requirements being offered to or by the District and the advance notice staff has in procuring the services or materials; or the timing required to negotiate the agreement on behalf of the District. Routine requisitions less than \$5,000 are ratified on the consent calendar when the board approves the warrants list. Except when specific exceptions are detailed in board policies and procedures, requisitions greater than \$15,000 are submitted as action items for board pre-approval. Also, Special Services and advice in financial, accounting, engineering, legal or administrative matters pursuant to Government Code 63060 meet the requirements.

Routine requisitions between \$5,000 and \$15,000, and requisitions greater than \$15,000 which meet specific criteria, may be ratified on the consent calendar by board approval of a summary list, more detailed than the warrants listing. This may also include ratification of "Notice of Completion" of construction projects.

RATIONALE: The attached summary of these requisitions with related support documentation details financial obligations greater than \$5,000 but which meet the criteria to be ratified in this format. The summary is organized alphabetically so that the project's back-up material is identified with the same letter in the lower left-hand corner.

FUNDING: Per attached summary of requisitions.

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

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES**

April 28, 2026

A.

Vendor:	Sierra Building Systems (SBS)
Sites:	District Wide
Item:	Proposal
Services:	Per the national fire alarm and signaling code, NFPA 72, SBS will perform testing, inspection, deficiency, and repairs to the fire alarm panels district-wide.
Cost:	\$120,000.00
Project Funding:	Environmental Compliance

B.

Vendor:	Sierra Play Partners
Sites:	Jacobson Elementary School
Item:	Proposal
Services:	Install a concrete pad and artificial turf around the new TK playground.
Cost:	\$69,100.00
Project Funding:	25 Facilities Fund



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: April 28, 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 Tracy High School/Tracy Unified School District:

1. MAG Farms - \$2,000.00, check #7638. Donation to the Johnathan Arnaudo Scholarship Account.
2. Amanda R. Preston - Nelson - \$500.00, check #1360. Donation to the Preston – Nelson FFA Scholarship.
3. Velma Pimentel and Sons Dairy - \$500.00, check #3806. Donation to the Jerry Pimentel FFA Scholarship Account.
4. Keith and Gary Traina - \$1,000.00, check #1041. Donation to the Roger Traina Memorial Scholarship.
5. Dana Roberson and Gregory Roberson - \$500.00, check #1180. Donation to the Dorwin Hathorn Scholarship Account.

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

1. DonorsChoose.Org – Value of this donation is approximately \$500.00. Donation to Ms. Ybarra's classroom. The supplies donated are as follows: flocked pumpkins, blown glass pumpkin figurines, Christmas gnomes, Christmas tree pillows, and Christmas indoor lights.

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.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 09, 2026
SUBJECT: **Approve Out of State Conference for Teacher Catalina Piña to Attend the Advanced Placement Summer Institute for Spanish Language and Culture from July 27-30, 2026, in Las Vegas, Nevada**

BACKGROUND: Beginning in the 2026–2027 school year, the College Board will implement changes to the AP Spanish Language and Culture exam. To support educators in understanding and effectively preparing for these updates, a conference will be held in Las Vegas, Nevada, from July 27–30, 2026.

RATIONALE: Attending this conference is essential to ensuring equitable access to rigorous, standards-aligned instruction for all students enrolled in AP Spanish Language and Culture. With upcoming changes to the College Board exam, it is critical to remain informed so that instruction, materials, and assessments reflect current expectations and do not unintentionally disadvantage students, particularly those from historically underrepresented backgrounds. This professional learning opportunity will allow me to implement culturally responsive teaching practices, strengthen scaffolds for diverse learners, and expand access to AP-level success. Ultimately, attending will support increased student achievement, confidence, and college readiness while promoting equitable outcomes across all student groups. This aligns with Strategic 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 will be \$1,500, but not to exceed \$2,500. The school site will be the funding source for this conference for the purpose of training.

RECOMMENDATION: Approve Out of State Conference for Teacher Catalina Piña to Attend the Advanced Placement Summer Institute for Spanish Language and Culture from July 27-30, 2026, in Las Vegas, Nevada.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 8, 2026
SUBJECT: **Approve Partnership Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Childcare Services**

BACKGROUND: The Tracy Unified School District has maintained an ongoing partnership with CAPC to provide infant and toddler childcare services. Historically, the District supported teen parents through the STEPS Program, which combined educational and childcare services; however, this program was discontinued due to budget reductions. Despite its elimination, the need for accessible childcare for teen parents remains. CAPC currently operates childcare programs at North and McKinley campuses and seeks to continue services at the Stein/Duncan Russell campus. This partnership prioritizes enrollment for TUSD teen parents while also serving the broader community, supporting student graduation and addressing the local need for affordable childcare.

RATIONALE: The CAPC Infant and Toddler Program provides full-day childcare for children ages 0–36 months, addressing a critical need for TUSD teen parents and the broader community. This support enables teen parents to remain in school and graduate, while expanding access to early childhood education for future TUSD students. The partnership directly supports District Goal #1 by promoting academic success, school readiness, and equitable access to learning opportunities.

FUNDING: There will be no cost to the District. State Grant Funds obtained by CAPC fund the program.

RECOMMENDATION: Approve Partnership Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Childcare Services.

Prepared by: Mrs. Traci L Mitchell, Stein High School, and Duncan Russell Community Day 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 San Joaquin County Child Abuse Prevention Council, 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:

The CAPC Infant and Toddler Program will operate a full-day child care program from 7:30am - 4:30pm for children from ages 6 weeks to 36 months. The program is licensed to serve 6 infants and 8 toddlers. CAPC will keep one slot available for use only by a TUSD Teen parent, giving them priority, while also enrolling children from the community. CAPC agrees to reimburse overtime costs for janitorial services on days custodial staff are not contracted to work.

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 235 (235) DAYS, under the terms of this agreement at the following location Stein 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 \$0.00 per FLAT RATE, not to exceed a total of \$0.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District SHALL 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 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 07/01/2026, and shall terminate on 06/30/2027.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

Title

Business Services Review No

Contractor is SJCOE.

Tracy Unified School District

Date

Funding Source

Stein

Site/Department:

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 9, 2026
SUBJECT: Approve Agreement for Contract Services Between Nico Herron and George and Evelyn Stein High for Summer School Barbering Acceleration Program

BACKGROUND: Stein High School seeks approval to hire a licensed barbering instructor to support a Summer School Barbering Acceleration Program during the June – July 2026 session. This program will provide up to 15 students with additional instructional hours in both theory and practical application, allowing them to continue progressing toward the 1,000-hour requirement for barber licensure through the California Board of Barbering and Cosmetology. The summer program builds on the existing Stein Barber Academy by extending learning beyond the traditional school year and ensuring continuity of instruction for students pursuing a career in the barbering industry.

RATIONALE: The hiring of a summer school barbering instructor aligns with Equity Multiplier Goals 3.1 and 3.2 by increasing access to career technical education, strengthening life-skill transition supports, and improving college and career readiness outcomes. Providing summer instructional time accelerates student progress toward industry certification, reduces time to completion, and supports a seamless transition from high school to employment. The use of Equity Multiplier funds ensures that targeted student groups receive expanded opportunities to develop workforce-ready skills while supporting TUSD's commitment to closing opportunity gaps and increasing graduation and post-secondary success rates.

FUNDING: The cost, not to exceed \$300.00 per day or \$8,100.00, which will be paid by Equity Multiplier Funds.

RECOMMENDATION: Approve Agreement for Contract Services Between Nico Herron and George and Evelyn Stein High for Summer School Barbering Acceleration Program.

PREPARED BY: Mrs. Traci L Mitchell, George & Evelyn Stein 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 Nico Herron, 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:

The Barbering Instructor will provide standards-aligned instruction in both theory and practical application during the summer program supporting student progress toward required licensure hours. Responsibilities include planning and delivering daily lessons, facilitating demonstrations and supervised hands-on practice, and maintaining accurate records of attendance, hours, and skill competency in compliance with state and district requirements. The instructor will enforce all health, safety, and sanitation protocols, collaborate with the Summer School Principal and any contracted professionals to ensure program alignment, and monitor student progress by providing ongoing feedback to support the development of technical and professional skills needed for success in the barbering industry.

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 6 hours per day (27) DAYS , under the terms of this agreement at the following location Stein Barber Academy.

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

- a. District shall pay \$ 300.00 per DAY , not to exceed a total of \$ 8,100.00 . Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District 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 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 06/02/2026 , and shall terminate on 07/10/2026 .

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

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

Nico Herron

Contractor Signature

04/10/2026

Teacher / Instructor

Title

Business Services Review Yes

Tracy Unified School District

Date

Equity Multiplier

Funding Source

Stein

Site/Department:

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 9, 2026
SUBJECT: Approve Agreement for Contract Services Between Paula Arce, Licensed Cosmetologist and George and Evelyn Stein High School for Summer School Barbering Acceleration Program for the 2025-2026 School Year

BACKGROUND: Stein High School seeks approval to contract with a licensed cosmetologist to provide specialized instructional support for the Summer School Barbering Acceleration Program. The contracted professional will deliver up to four targeted sessions during the summer term, focusing on advanced techniques including hair coloring, perming, long hair cutting, and bleaching. These sessions are designed to supplement the core barbering curriculum by providing students with exposure to industry-relevant skills and demonstrations that require advanced expertise and current professional practice.

RATIONALE: Contracting with a licensed cosmetologist enhances the quality and rigor of the Summer School Barbering program by providing students with access to specialized, industry-aligned instruction that extends beyond foundational barbering skills. This support aligns with Equity Multiplier Goals 3.1 and 3.2 by strengthening career readiness, expanding access to high-quality CTE experiences, and equipping students with practical, marketable skills. Exposure to advanced techniques increases student competency, confidence, and employability while ensuring the program reflects current industry standards and practices.

FUNDING: The cost, not to exceed \$300.00 per day or \$1,200.00, will be paid by Equity Multiplier Funds.

RECOMMENDATION: Approve Agreement for Contract Services Between Paula Arce, Licensed Cosmetologist and George and Evelyn Stein High School for Summer School Barbering Acceleration Program for the 2025-2026 School Year.

PREPARED BY: Mrs. Traci L Mitchell, George & Evelyn Stein 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 Paula Arce, 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:

The contractor shall provide specialized cosmetology instruction and demonstrations aligned to industry standards in support of the Summer School Barbering Acceleration Program. Services will include up to four (4) instructional sessions focused on hair coloring, perming, long hair cutting, and bleaching techniques. The contractor will be responsible for planning and delivering structured, standards-based demonstrations; modeling safe and sanitary practices consistent with California Board of Barbering and Cosmetology requirements, and providing hands-on guidance to students under supervised conditions.

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 4 hours per day and (4) DAYS, under the terms of this agreement at the following location Stein Barber Academy @ Stein High.

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

- a. District shall pay \$ 300.00 per DAY, not to exceed a total of \$ 1,200.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District 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 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 06/02/2026, and shall terminate on 07/10/2026.

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

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

Paula Arce

Contractor Signature

04/13/2026

Cosmetologist

Title

Business Services Review Yes

Tracy Unified School District

Date

Equity Multiplier

Funding Source

Stein

Site/Department:

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 9, 2026
SUBJECT: **Approve Agreement Between Traci Mitchell and Stein High School for Summer School Barbering Acceleration Program Administrator for the 2025-2026 School Year**

BACKGROUND: Stein High School seeks approval to provide administrative oversight for the Summer School Barbering Acceleration Program during the June – July 2026 session through the assignment of a Summer School Principal. The program will serve up to 15 students and requires site-based leadership to ensure proper supervision, compliance with safety and industry standards, daily operations, and alignment with district summer school expectations. The Summer School Principal will oversee program implementation, support instructional staff, monitor student attendance and progress, and ensure the integrity of both classroom and hands-on barbering instruction.

RATIONALE: Providing a Summer School Principal for the Barbering Acceleration Program ensures effective program management, student safety, and compliance with Career Technical Education and industry requirements. This role directly supports Equity Multiplier Goals 3.1 and 3.2 by strengthening coordinated student support systems and ensuring high-quality delivery of CTE instruction that promotes college and career readiness. Dedicated administrative oversight allows the program to operate with fidelity, supports student engagement and attendance, and maximizes the impact of Equity Multiplier funds by ensuring students remain on track toward graduation and industry certification.

FUNDING: The cost, not to exceed \$8,500, will be paid by Equity Multiplier Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Traci Mitchell and Stein High School for Summer School Barbering Acceleration Program Administrator for the 2025-2026 School Year

PREPARED BY: Mrs. Traci L Mitchell, George & Evelyn Stein 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 Traci L Mitchell, 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:

The Summer School Principal will provide overall leadership and administrative oversight for the Barbering Summer School Program, ensuring alignment with district policies and California Board of Barbering and Cosmetology standards. The principal will supervise staff, coordinate program logistics, and monitor student attendance, behavior, and progress. They will ensure a safe, structured learning environment and compliance with all health and safety requirements. The principal will support instructional staff and contracted providers while ensuring accurate documentation of student hours and program activities. Additionally, they will communicate with district leadership and ensure the program operates effectively to support student success and progress toward licensure.

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 Summer Session (27) DAYS , under the terms of this agreement at the following location Stein Barber Academy

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

- a. District shall pay \$ 8,500.00 per FLAT RATE , not to exceed a total of \$ 8,500.00 . Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District SHALL 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 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 06/02/2026 , and shall terminate on 07/10/2026 .

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

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

Traci L Mitchell

Contractor Signature

04/10/2026

Principal

Title

Business Services Review Yes

Tracy Unified School District

Date

Equity Multiplier

Funding Source

Stein

Site/Department:

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt of Ed Services
DATE: April 10, 2026
SUBJECT: Approve Agreement Between Quest Science Center and Jacobson Elementary School for the 2025-2026 School Year

BACKGROUND: The mission of Quest Science Center in Livermore, CA, is to inspire and nurture everyday exploration for lifelong engagement with science and technology. The center is dedicated to connecting everyone to the value of science by fostering inclusivity and creating a welcoming experience. Quest Science Center is committed to ensuring that people of all ages and backgrounds feel a sense of belonging and excitement in the exploration of science. Through interactive exhibits, educational programs, and outreach initiatives, the center strives to make science accessible and enjoyable, encouraging a curiosity-driven approach to learning and discovery. By promoting inclusion and providing an engaging environment, Quest Science Center aims to contribute to a community where science is embedded and celebrated by all.

RATIONALE: The Tracy Unified School District is committed to meeting the educational needs for all students. High quality Science, Technology, Engineering, and Math (STEM) education is a foundational set of skills and knowledge that help students better understand the natural and human-made systems around them and will also equip TUSD students for success in the 21st Century. Equitable STEM education is an important value in TUSD, and it is critical that all students have equitable access to frequent STEM experiences throughout their PreK-12 journey. Exposure to Math, Science, Engineering, and Computer Science from an early age provides students with experiences that foster a STEM identity in our students. The projected outcome is to provide a dedicated space for hands-on, interactive science and technology experiences that complement TUSD's STEM curriculum. Through collaborating with Quest Science Center, we hope to foster a deeper connection between students, families, and our community with science. It will provide an opportunity for families to actively participate in STEM related activities.

FUNDING: The cost, not to exceed \$2000, will be paid for through Title I funds.

RECOMMENDATION: Approve Agreement Between Quest Science Center and Jacobson Elementary School for the 2025-2026 School Year.

Prepared by: Derek Sprecksel, Jacobson Elementary School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties:

Quest Science Center will bring their Engineering exploration stations. This includes all science materials where students and families can engage in and experience different hands-on science activities at Jacobson Elementary School. The event is scheduled for May 14, 2026.

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

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

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

- a. District shall pay \$ 2,000.00 per FLAT RATE , not to exceed a total of \$ 2,000.00 . Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District SHALL 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 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 05/14/2026 , and shall terminate on 05/14/2026 .

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Derek Sprecksel, at 209-830-3315 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor WILL 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:

Michael O. Mosby

Contractor Signature

03/25/2026

Executive Director

Title

Business Services Review Yes

Tracy Unified School District

Date

01-3010-0-1110-1000-4300-250-3002

Funding Source

Jacobson Elementary

Site/Department:

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 8, 2026
SUBJECT: Approve Agreement for Special Contract Services with Lakeshore Learning and the TUSD School Readiness Preschool Program for the 2025-2026 School Year

BACKGROUND: The California Department of Education (CDE) uses the Classroom Assessment Scoring System (CLASS) to measure the quality of teacher-child interactions in the California State Preschool Programs (CSPP). CLASS focuses on three main domains: emotional support, classroom organization, and instructional support for preschool-age settings in order to strengthen teacher-child interactions and support quality improvement. The School Readiness Preschool Program must ensure CLASS observations are conducted to meet CDE requirements. Lakeshore Learning are state-approved vendors offering CLASS-reliable observers to conduct observations and provide actionable feedback for improving classroom interactions and program goals meeting the requirements of the CDE.

RATIONALE: The California Department of Education (CDE) requires all state-funded preschool programs to conduct regular classroom observations using the Classroom Assessment Scoring System (CLASS) tool. These observations must be completed by certified, reliable observers who meet specific training and calibration standards. Entering into a special contract with Lakeshore and TUSD is a necessary and appropriate solution to meet the reliability requirement established by the CDE within the timeline for compliance. This agenda item supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost for this training and support is \$10,000 and will be paid with the California State Preschool Program (CSPP) funding.

RECOMMENDATION: Approve Agreement for Special Contract Services with Lakeshore Learning and the TUSD School Readiness Preschool Program for the 2025-2026 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Lakeshore to conduct four part day classroom observations using the Classroom Assessment Scoring System (CLASS) tool which must be completed by certified, reliable observers meeting specific training and calibration standards as required by the CDE for California State Preschool Programs. Observation fees are \$2,500 for half-day sessions, and will take place May 4-7, 2026.

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

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

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

- a. District shall pay \$ 2,500 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$ 10,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on April 27, 2026, and shall terminate on May 15, 2026.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

12-6105-0-7110-1000-5300-400-3002

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 21, 2026
SUBJECT: **Approve Out of State Conference for Superintendent and one Board Trustee to Attend the American School Counselors Association (ASCA) from July 10-14, 2026, in New Orleans, Louisiana**

BACKGROUND: Merrill F. West High and John C. Kimball 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 \$5,000. 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. Jason Noll, Director of Student Services.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 15, 2026
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees

<u>BACKGROUND:</u>		<u>CERTIFICATED RETIREMENTS</u>	
<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bens, Veronica Teacher	WMS	06/30/2026	Retirement

<u>BACKGROUND:</u>		<u>CERTIFICATED RESIGNATIONS</u>	
<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Seddiqi, Desiree Teacher	WHS	06/30/2026	Personal

<u>BACKGROUND:</u>		<u>CLASSIFIED RESIGNATION</u>	
<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Abad, Christina Marie Preschool Instructor	HES	6/30/2026	Personal
Alvarado, Claudia Food Service Worker	THS	3/29/2026	Accepted Position
Barrera Ramirez, Gloria Para Educator/Hygiene Assistant	HES	5/29/2026	Personal

Kaliraj, Geetha Para Educator/Hygiene Assistance	AFES	4/9/26	Accepted Position
Rambo, Joyce Food Service Worker	WHS	4/30/26	Personal
Mendez, Gretta Para Educator I	MKES	4/26/26	Accepted Position

BACKGROUND:

NAME/TITLE

SITE

COACH RESIGNATION

EFFECTIVE

REASON

DATE

Burrell, Stanley Head JV Football	KHS	4/9/26	Personal
Colbert, Logan Boys' Wrestling Asst	KHS	4/3/26	Personal
Herron, Nico Head Varsity Football	KHS	4/10/26	Personal
Kendall, Nicholas Varsity Football Asst	KHS	2/27/26	Personal
Quant Dooley, Tania Intramural Coordinator	SHS	5/29/26	Personal

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

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



HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 15, 2026
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Bedi, Daljit Kaur

CERTIFICATED

Kimball High School
RSP 9-12 (Replacement)
Class VI, Step "B" 1 - \$81,360.00
Fund: Special Education

BACKGROUND:

Alvarado, Claudia

CLASSIFIED

Food Service Worker (Replacement)
Williams Middle School
Range 25, Step D - \$22.68 per hour
Fund: Child Nutrition – School Program

Barragan Luque, Camila

Roving Para Educator II (New)
District Wide
Range 34, Step B - \$25.47 per hour
Fund: General Fund

Basavaraju, Seema

IEP Para Educator (New)
Villalovoz School
Range 30, Step C - \$24.26 per hour
Fund: Special Education

Dharmapura Sathyanarayana, Rashmi

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

Hernandez, Roger	Utility Person II (New) Tracy High/MOT Range 35, Step B - \$26.08 per hour Fund: General
Jimenez, Janet	School Supervision Assistant (Replacement) Central School Range 21, Step A - \$18.00 per hour Fund: General
Kaliraj, Geetha	IEP Para Educator I (New) Poet-Christian School Range 30, Step B - \$23.19 per hour Fund: Special Education
Marroquin, Jessica	IEP Para Educator (New) McKinley School Range 30, Step D - \$25.47 per hour Fund: Special Education
Mendez, Gretta	Parent Liaison (New) Art Freiler School / Mckinley School Range 28, Step E – \$25.47 per hour Fund: Targeted EL
Rivas, Cynthia	IEP Para Educator (New) Bohn School Range 30, Step E - \$26.67 per hour Fund: Special Education
Rivera, Dalyssia	Para Educator/Hygiene Assistance (New) George Kelly School Range 30, Step E - \$26.67 per hour Fund: General Fund
Torres, Rosemary	Roving Para Educator II (New) District Wide Range 34, Step E - \$29.32 per hour Fund: General Fund
Torres, Stephanie	Para Educator I (New) Tracy High School Range 24, Step C - \$21.15 per hour Fund: Prop 28

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 17, 2026
RE: **Approve Employer Partnership with Reach University**

BACKGROUND: Tracy Unified School District currently employs interns through several colleges and universities. This agreement will allow the district to hire interns from Reach University, help classified employees obtain a bachelor's degree that can lead to a teaching credential, and allow employees to pursue a graduate degree. This will aid the district in increasing the number of candidates that are available for a variety of positions within the district. This agreement will be effective starting April 30, 2026 through April 30, 2031 and shall automatically renew for successive five (5) year terms unless and until terminated by either party.

RATIONALE: By approving this agreement with Reach University, the district will expand its pool of applicants. This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Employer Partnership with Reach University.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 16, 2026
RE: **Approve One Year Renewal Option for Paid Student Internship Agreement with UMass Global**

BACKGROUND: Tracy Unified School District currently employs interns through several colleges and universities. This has aided the district in increasing the number of candidates that are available for teaching positions within the district. An agreement between UMass Global and Tracy Unified School District was approved for a term starting August 9, 2023 to August 9, 2026 with an option to exercise a one-year renewal. This one-year extension with UMass Global will expand options for meeting staffing needs. This extension will be effective starting August 9, 2026 through August 9, 2027.

RATIONALE: By approving this agreement with UMass Global, the district will expand its pool of applicants. This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve the One-Year Renewal Option for the Paid Student Internship Agreement with UMass Global.

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



Memorandum of Understanding Agreement Addendum
Option to exercise a 1-year renewal.

Type of Agreement Request: Internship

Content Area: Multiple Subject; Single Subject; Education Specialist

Original Start Term: 8/9/2023

Original End Term: 8/9/2026

The University of Massachusetts Global ("University") and Tracy Unified School District

("District") mutually agree to renew the existing Memorandum of Understanding for an additional one-year term. This renewal shall commence upon the expiration of the current term and continue **for a period of one (1) year**, unless otherwise terminated in accordance with the terms of the original agreement.

All terms and conditions of the existing Memorandum of Understanding shall remain in full force and effect during the renewal period, except as otherwise amended in writing by both parties.

SIGNATURES:

FIELDWORK SITE:

Signature: _____

Name:

Title:

Date:

UNIVERSITY:

Signature: _____

DocuSigned by:

David Andrews

5FE5BE3779704C0 .

Name: Dr. David Andrews

Title: Chancellor & CEO

Date: April 10, 2026



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 16, 2026
RE: Approve Speech Language Pathology Assistant Agreement with San Joaquin Delta College

BACKGROUND: Tracy Unified School District encourages colleges and universities to place students in our schools to fulfill their requirements for obtaining their Speech-Language Pathology Assistant (SLPA) license. The purpose of this agreement is to clarify roles and responsibilities to ensure that everyone involved has a safe working environment, allowing them to complete the required fieldwork. This agreement will aid the district in increasing the number of candidates that are available for positions within the district. This agreement will be effective starting July 1, 2026 through June 30, 2031.

RATIONALE: Students who are pursuing their SLPA license will be placed with permanent status, fully credentialed Speech-Language Pathologists within our district who are willing to have SLPAs placed with them.

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Speech Language Pathology Assistant Agreement with San Joaquin Delta College.

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

AGREEMENT**SPEECH-LANGUAGE PATHOLOGY ASSISTANT
Field Experience and Use of Facilities**

between

San Joaquin Delta Community College District

and

Tracy Unified School District

This AGREEMENT between **San Joaquin Delta Community College District** of San Joaquin County, hereinafter referred to as “**DISTRICT**”, and **Tracy Unified School District**, hereinafter referred to as “**AGENCY**”. This contract shall be effective on the **July 1, 2026, through June 30, 2031.**

WHEREAS, the Board of Trustees have approved a Speech-Language Pathology Assistant Program at San Joaquin Delta Community College and such program requires field experience and the use of service facilities; and

WHEREAS, the American Speech-Language-Hearing Association has set forth recommendations and guidelines for the Speech-Language Pathology Assistants training to include field experience; and

WHEREAS, California law passed as AB 205 sets forth recommendations and guidelines for registering Speech-Language Pathology Assistants in accordance with standards set by the American Speech-Language-Hearing Association; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the DISTRICT’s Speech-Language Pathology Assistant Program use the service facilities of the AGENCY for their field experience,

NOW, THEREFORE, in consideration of the covenants, conditions, stipulations hereinafter expressed and in consideration of the mutual benefits to be derived there from, the parties hereto agree as follows:

I. AGENCY

The AGENCY has the following duties and obligations:

1. Provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of DISTRICT who are designated by DISTRICT for such experience at the AGENCY (the field experience for any one

student shall cover such period of time as may be specified by DISTRICT).

2. Maintain service facilities in conformance with standards of the California Speech Language Pathology Audiology and Hearing Aid Dispensers Licensing Board and the American Speech-Language-Hearing Association and permit inspection of its facilities upon request by the California Speech Language Pathology Audiology and Hearing Aid Dispensers Licensing Board and the American Speech-Language-Hearing Association.
3. Provide staff members who hold a current California State License issued by the California Speech Language Pathology Audiology and Hearing Aid Dispensers Licensing Board and/or the Special Services Credential through the California State Commission on Teacher Credentialing to supervise Speech-Language Pathology Assistant students.
4. Permit such field experience in Speech-Language Pathology Assistant training by such students, individually and in groups, in all services of AGENCY herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
5. Provide given service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district faculty and students access to these service facilities, according to prearranged scheduling.
6. Permit members of the Speech-Language Pathology, medical, educational, and other appropriate staff to participate as their time may permit in the field experience of the students and their learning experiences in the Speech-Language Pathology Assistant Program.
7. Permit the AGENCY'S Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the DISTRICT'S Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the field experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
8. Reserve the right after consultation with the DISTRICT, to refuse to accept for further Speech-Language Pathology Assistant Program field experience any of the college students who in AGENCY'S judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.

II. DISTRICT

The DISTRICT has the following duties and obligations:

1. Designate the students enrolled in the Speech-Language Pathology Assistant Program of DISTRICT to be assigned for field experience in Speech-Language Pathology areas of AGENCY in such numbers as are mutually agreed to by both parties.
2. Supervise, in cooperation with the AGENCY supervisor, all instruction and learning experience and field experience given at AGENCY to the students so designated and provide faculty to supervise the field experience and learning experience given to them at AGENCY, provided however, that the responsibility for service to the client remain with the AGENCY.
3. Keep academic and field experience records of students participating in said program.
4. Provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library material and audiovisual equipment and supplies which are not customarily available in the AGENCY for the Speech-Language Pathology Assistant field experience.
5. Be responsible for the supervision and control of the students in the activities of their field experience under the general supervision and delivery of service framework of AGENCY.
6. Agree that the students shall be subject to requirements and restrictions specified jointly by representatives of DISTRICT and AGENCY, and subject to AGENCY'S rules and regulations governing conduct, copies of which shall be provided in advance to DISTRICT by AGENCY.
7. Be responsible for liability insurance, releases, and such other protective measures as AGENCY and DISTRICT mutually agree to be necessary per Exhibit 1.
8. Require DISTRICT'S Speech-Language Assistant Program faculty to obtain the approval of AGENCY'S Director of Speech-Language Pathology in advance of:
 - a. Student Speech-Language Pathology Assistant schedules.
 - b. Placement of students in field experience assignments.
 - c. Changes in field experience assignments.
9. In consultation and coordination and with the approval of the AGENCY'S Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant field experience to be provided to students under this agreement.

10. In consultation and coordination with the AGENCY'S Director of Speech-Language Pathology arrange for periodic conferences between appropriate representatives of the DISTRICT and AGENCY to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.
11. The AGENCY requires students to provide personal information such as a background clearance conducted by AGENCY Live Scan Technician in accordance with Assembly Bill 1610 and Education Code 45125, and pass a tuberculosis examination or provide certification that they are free of communicable tuberculosis in accordance with Education Code 49406. Tuberculosis examination or certification must be taken within 60 days of expected start date and submitted to AGENCY prior to the start of the fieldwork program.

III. GENERAL CONDITIONS

1. Speech-Language Pathology Assistant students and faculty assigned by DISTRICT for field experience to AGENCY will not be, in any sense, employees of AGENCY. They will be there for the limited purposes expressed in this Agreement. The parties agree that the AGENCY shall have no monetary obligation to DISTRICT, to Speech-Language Pathology Assistant students or to Speech-Language Pathology Assistant Faculty.
2. Recognizing the risk to AGENCY when it permits its facilities to be used for field experience and in consideration of the training opportunity for students provided by AGENCY, DISTRICT hereby assumes the risk of injury to the persons or property of students and faculty while on the premises of AGENCY or participating in field experience under this Agreement and to third persons or their property as the result of the acts or omissions of students and/or faculty.
3. DISTRICT will indemnify and hold AGENCY harmless from any and all claims and causes of actions which students or faculty may have or assert against AGENCY on accounts of illness, injuries to their persons or injuries to their property while on the premises of AGENCY or participating in field experience under this Agreement, except those caused by the wrongful or negligent acts or omissions of AGENCY, its officers, employees or agents.
4. DISTRICT will indemnify and hold AGENCY harmless from any and all claims and causes of action which third parties may have or assert against AGENCY on account of injuries to their persons or property as the result in whole or in part of the acts or omissions of students and/or faculty. AGENCY shall indemnify and hold DISTRICT harmless from any and all claims and causes of action which third parties may have or assert against DISTRICT on account of injuries or loss to their person or property as the result whole or in part of the acts or omissions of AGENCY employees, agents, or representatives.

5. District will obtain insurance coverage that matches AGENCY requirements per EXHIBIT 1
6. It is understood by the parties to this Agreement that the AGENCY remains responsible for client care at all times.
7. This contract may be modified by mutual agreement of the parties involved by giving thirty (30) days written notice. This contract shall be effective on the July 1, 2026, through June 30, 2031.
8. This Agreement may be terminated by either party six (6) months prior to commencement of each academic year with notice in writing sent by registered mail as follows:

AGENCY: Tracy Unified School District
Tammy Jalique, Associate Superintendent for Human Resources
1875 W. Lowell Avenue
Tracy, CA 95376
(209) 830-3260
tjalique@tusd.net

DISTRICT: Procurement and Contracts Department
San Joaquin Delta Community College
5151 Pacific Avenue
Stockton, CA 95207-6370
(209) 954-5065
Purchasing@deltacollege.edu

Lisa Lucchesi, Division Dean
Health Sciences
San Joaquin Delta Community College
5151 Pacific Avenue
Stockton, CA 95207-6370
(209) 954-5454
Lisa.lucchesi@deltacollege.edu

IN WITNESS THEREOF, the parties hereto have executed this contract the day and year written below.

San Joaquin Delta Community College District

Signature: _____ Date _____

Name: _____

Title: _____

Agency

Signature: _____ Date _____

Name: Tammy Jalique _____

Title: _____



Exhibit I

1875 W. Lowell Avenue
Tracy, CA 95376
Phone (209) 830-3230
Fax (209) 830-3269

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
 - a. List the "Certificate Holder" as follows:

Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
 - b. Comprehensive General Liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate with endorsement. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).
 - c. Proof of Automobile Liability, if transporting students or routinely driving on campus.
 - d. Proof of Workers Compensation, a waiver of subrogation to be part of this coverage.
 - e. Proof of Professional Liability Insurance with coverage for Sexual Abuse and Molestation Coverage (\$1,000,000) with endorsement.
2. An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the General Liability, Automobile Liability, and Professional Liability Insurance. Please note the following:
 - a. List the "Additional Insured" as follows:

Tracy Unified School District, its Governing Board, its Officers, its Agents are named as additional insured with the respects to Liability.
 - b. The coverage shall be primary and non-contributory, with respect to general and professional liability with waiver of subrogation for workers compensation
 - c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.
3. DISTRICT shall not commence any services or performance under this agreement until DISTRICT has submitted and AGENCY has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated herein.

As an agent of San Joaquin Delta College, I am acknowledging the above insurance requirements as an addendum to the agreement in place with Tracy Unified School District dated July 1, 2026.

_____ Name	_____ Title	_____ Date
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ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Robert Pecot, Superintendent
DATE: April 13, 2026
SUBJECT: Adopt Resolution No. 25.21 Specifications of the Election Order

BACKGROUND: The regular biennial election of governing board members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of members of the governing board in any school district or community college district.

RATIONALE: In order to participate in a consolidated election with San Joaquin County, the Board of Trustees must pass a resolution to do so. In effect, this resolution places the election of Trustees on the General Election Ballot of November 3, 2026.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution #25-21 Specifications of the Election Order.

Prepared by: Dr. Robert Pecot, Superintendent.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION 25-21
Specifications of the Election Order**

WHEREAS, the regular biennial election of governing board members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of members of the governing board in any school district or community college district; and,

WHEREAS, the governing board member election shall be held on Tuesday, November 3, 2026; and,

WHEREAS, the purpose of the election is to elect four (4) members of the Governing Board of the Tracy Unified School District, in San Joaquin County, as follows:

- One (1) Trustee – Area 2 – four-year term
- One (1) Trustee – Area 4 – four-year term
- One (1) Trustee – Area 6 – four-year term
- One (1) Trustee – Area 7 – four-year term

WHEREAS, the Clerk or Secretary of the Governing Board shall deliver, no later than May 22, 2026, two copies of this Resolution and Order to the County Superintendent of Schools, and one copy to the officer conducting the election.

NOW, THEREFORE BE IT RESOLVED, that the Governing Board of the Tracy Unified School District of San Joaquin County, being the Board authorized by law to make the designations therein, certifies the Specification of the Election Order as presented.

APPROVED AND ADOPTED, this 28th day of April 2026 at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk, Board of Education
Tracy Unified School District

President, Board of Education
Tracy Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: April 28, 2026
SUBJECT: **Remove Measure O Bond Oversight Committee Member, Rogelio Quintero, and Fill the Vacant Business Organization in the Community Member Position**

BACKGROUND: The Board may remove any Committee member for cause, which includes failure to attend two consecutive Committee meetings without reasonable excuse or for failure to comply with Section 5.3 hereof. Upon a member's removal, the seat shall be declared vacant. The Board, in accordance with the established appointment process, shall make best efforts to fill any vacancies on the Committee within 90 days. Notice of vacancies shall be communicated to the public using its standard noticing methods until such positions are filled. Members whose terms have expired may continue to serve on the Committee until their successor has been appointed.

RATIONALE: Member Rogelio Quintero has not attended any of the three Bond Oversight Committee meetings or responded to any correspondence. The committee shall consist of at least seven members appointed by the Board. One member shall be active in a business organization representing the business community located in the District. This position is vacant, and it needs to be filled.

FUNDING: N/A.

RECOMMENDATION: Remove Measure O Bond Oversight Committee Member, Rogelio Quintero, and Fill the Vacant Business Organization in the Community Member Position.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: April 28, 2026
SUBJECT: **Adopt Revised Board Policy and Acknowledge New Administrative Regulation 3452 Student Activity Funds (Second 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. (Second 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.femat.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	<u>CSBA District and County Office of Education Legal Services</u>
Website	<u>Governmental Accounting Standards Board</u>
Website	<u>California Department of Education</u>
Website	<u>Fiscal Crisis and Management Assistance Team</u>
Cross References	

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

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.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: April 28, 2026
SUBJECT: Adopt New Board Policy 4356 Personal Property (Second 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 (Second 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.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: April 14, 2026
SUBJECT: **Accept Proposal from Meehleis Modular Building Manufacturer for the Pre-Construction Services for the McKinley Elementary School New Campus Project**

BACKGROUND: Tracy Unified School District is developing the McKinley Elementary School New Campus Project to provide a modern, safe, and functional learning environment that supports current educational needs and long-term district priorities. The District has determined that the lease-leaseback delivery method is the most effective approach to streamline project development, maintain schedule control, and ensure close coordination between design and construction.

RATIONALE: Approval of this proposal will allow the District to enter into a pre-construction services agreement with Meehleis Modular Building Manufacturer. This approach provides added value through early collaboration between the builder, architect, and District staff. The pre-construction phase will include constructability reviews, cost estimating, schedule development, and project phasing coordination prior to the start of construction. This method reduces risk, improves budget transparency, and supports informed decision-making during design and off-site construction planning. The not-to-exceed amount for these services is \$400,000.00.

FUNDING: Fund 23 – Measure O Bond Funds; not-to-exceed amount of \$400,000.00.

RECOMMENDATIONS: Accept Proposal from Meehleis Modular Building Manufacturer for the Pre-Construction Services for the McKinley Elementary School New Campus Project.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: April 13, 2026
SUBJECT: **Approve the Award of the Request for Proposal (RFP) of Commodity Processing of USDA Foods for the 2026-2027 School Year**

BACKGROUND: Tracy Unified School District Food Services Department plans to allocate a portion of its annual USDA entitlement dollars to commodity processing of raw, bulk USDA foods. The District is required to competitively procure the services of commercial food processors to have the raw, bulk USDA foods converted to more ready-to-use products. The deadline for the proposal was April 2, 2026, at 4:00 pm at the District Education Center.

RATIONALE: Approval of this agenda item gives authorization to the Director of Food Services to award Commodity Processing of USDA Foods for the 2026-2027 School Year to ensure best value, lowest prices, and that the proposal meets all State and Federal Guidelines.

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

RECOMMENDATION: Approve the Award of the Request for Proposal (RFP) of Commodity Processing of USDA Foods for the 2026-2027 School Year.

Prepared by: Brandy Campbell, Director of Food Services.

2026-27 Tracy Unified School District
Commodity Processing Award Analysis

Evaluation Criteria (100 Points Total)	Pilgrim's/Gold Kist	Tyson	Gold Star	Rich Chicks
Price (40 points)	30	40	35	30
Product Specs (25 points)	10	20	25	15
Vendor Info Questionnaire (20 points)	15	20	15	10
Customer Service/References (15 points)	15	15	15	15
TOTAL	70	95	90	70

Pilgrim's/Gold Kist:

minus 10 points price
 minus 15 points product specs, only bid 3 of 7 line items, serving sizes, not whole muscle
 minus 5 points, vendor info questionnaire, years of experience

Tyson:

minus 5 points product specs, sodium

Gold Star:

minus 5 points price
 minus 5 points, vendor info questionnaire, years of experience

Rich Chicks:

minus 10 points price
 minus 10 points product specs, only bid 2 of 7 line items
 minus 10 points, vendor info questionnaire, years of experience

			Pilgrim's/Gold Kist												
Material Code #	Item	Item Description	Minimum Serving Size	Minimum M/MA Contribution	Minimum Grain Contribution	Maximum Sodium (mg)	Brand	Commodity Code #	Servings per Case	Serving Size (oz)	Ti and Hi Pallet Case Count	Gross Price per Case	Donated Food (DF) Value per Case	Net Price per Case	Total Price per Serving (include DF value)
100154	Beef, patties	Fully cooked, flame grilled, chopped 100% all-beef steak patties	3.00 oz	2.00	-	370	No Bid								
100154	Beef, sliced	Fully cooked, seasoned, sliced beef	2.70 oz	2.00	-	270	No Bid								
100154	Beef, mini cheeseburgers	Fully cooked, whole grain mini twin cheeseburgers, individually wrapped	4.86 oz	2.00	2.00	490	No Bid								
100103	Chicken, drumstick	Fully cooked, whole grain breaded chicken drumsticks	5.15 oz	2.00	0.75	530	Pilgrim's/Gold Kist	7803	84	4.0oz	8X7	\$92.40	\$33.96	\$58.44	\$0.70
100103	Chicken, patty spicy	Fully cooked, whole grain breaded spicy chicken breast filets, w/ whole muscle	3.75 oz	2.00	1.00	330	Pilgrim's/Gold Kist	615600	156	3.05oz	8x7	\$81.30	\$30.43	\$50.87	\$0.33
		Fully cooked, whole grain breaded chicken chunks	4.10 oz	2.00	1.00	490	Pilgrim's/Gold Kist	110458	104	4.3oz	8x6	\$81.00	\$51.39	\$29.61	\$0.28
100103	Chicken, thigh	Fully cooked, whole grain breaded chicken thighs	4.70 oz	3.25	1.00	620	No Bid								

			Tyson												
Material Code #	Item	Item Description	Minimum Serving Size	Minimum M/MA Contribution	Minimum Grain Contribution	Maximum Sodium (mg)	Brand	Commodity Code #	Servings per Case	Serving Size (oz)	Ti and Hi Pallet Case Count	Gross Price per Case	Donated Food (DF) Value per Case	Net Price per Case	Total Price per Serving (include DF value)
100154	Beef, patties	Fully cooked, flame grilled, chopped 100% all-beef steak patties	3.00 oz	2.00	-	370									
100154	Beef, sliced	Fully cooked, seasoned, sliced beef	2.70 oz	2.00	-	270									
100154	Beef, mini cheeseburgers	Fully cooked, whole grain mini twin cheeseburgers, individually wrapped	4.86 oz	2.00	2.00	490									
100103	Chicken, drumstick	Fully cooked, whole grain breaded chicken drumsticks	5.15 oz	2.00	0.75	530									
100103	Chicken, patty spicy	Fully cooked, whole grain breaded spicy chicken breast filets, w/ whole muscle	3.75 oz	2.00	1.00	330									
		Fully cooked, whole grain breaded chicken chunks	4.10 oz	2.00	1.00	490	TYSON	10269760928	113	4.3	5.8 = 40 CS	\$124.88	\$51.56	\$73.32	\$0.65
		Fully cooked, whole grain breaded chicken chunks	4.10 oz	2.00	1.00	490	TYSON	10000060843	113	4.3	5.8 = 40 CS	\$103.84	\$55.84	\$48.00	\$0.42
100103	Chicken, thigh	Fully cooked, whole grain breaded chicken thighs	4.70 oz	3.25	1.00	620									

			Gold Star													
Material Code #	Item	Item Description	Minimum Serving Size	Minimum M/MA Contribution	Minimum Grain Contribution	Maximum Sodium (mg)	Brand	Commodity Code #	Servings per Case	Serving Size (oz)	Ti and Hi Pallet Case Count	Gross Price per Case	Donated Food (DF) Value per Case	Net Price per Case	Total Price per Serving (include DF value)	
70	100154	Beef, patties	Fully cooked, flame grilled, chopped 100% all-beef steak patties	3.00 oz	2.00	-	370	ADVANCE PIERRE	10000096170	100	3	6 X 7	\$ 142.65	\$ (89.97)	\$ 52.68	\$ 0.527
	100154	Beef, sliced	Fully cooked, seasoned, sliced beef	2.70 oz	2.00	-	270	ADVANCE PIERRE	10000059993	107	3	6 X 10	\$ 159.49	\$ (84.82)	\$ 74.67	\$ 0.698
	100154	Beef, mini cheeseburgers	Fully cooked, whole grain mini twin cheeseburgers, individually wrapped	4.86 oz	2.00	2.00	490	ADVANCE PIERRE	10000055325	80	4.86	5 X 9	\$ 162.89	\$ (44.52)	\$ 118.37	\$ 1.480
	100103	Chicken, drumstick	Fully cooked, whole grain breaded chicken drumsticks	5.15 oz	2.00	0.75	530	TYSON	16660100928	92	4.4	5 X 7	\$ 96.53	\$ (35.33)	\$ 61.20	\$ 0.665
	100103	Chicken, patty spicy	Fully cooked, whole grain breaded spicy chicken breast filets, w/ whole muscle	3.75 oz	2.00	1.00	330	TYSON	10703120928	132	3.7	8 X 10	\$ 114.68	\$ (53.57)	\$ 61.11	\$ 0.463
			Fully cooked, whole grain breaded chicken chunks	4.10 oz	2.00	1.00	490	RICH CHICKS	94403	78	4.15	10 X 7	\$ 105.93	\$ (49.93)	\$ 56.00	\$ 0.718
	100103	Chicken, thigh	Fully cooked, whole grain breaded chicken thighs	4.70 oz	3.25	1.00	620	TYSON	10000044195	101	4.16	5 X 8	\$ 100.51	\$ (36.53)	\$ 63.98	\$ 0.633

			Rich Chicks												
Material Code #	Item	Item Description	Minimum Serving Size	Minimum M/MA Contribution	Minimum Grain Contribution	Maximum Sodium (mg)	Brand	Commodity Code #	Servings per Case	Serving Size (oz)	Ti and Hi Pallet Case Count	Gross Price per Case	Donated Food (DF) Value per Case	Net Price per Case	Total Price per Serving (include DF value)
100154	Beef, patties	Fully cooked, flame grilled, chopped 100% all-beef steak patties	3.00 oz	2.00	-	370	No Bid								
100154	Beef, sliced	Fully cooked, seasoned, sliced beef	2.70 oz	2.00	-	270	No Bid								
100154	Beef, mini cheeseburgers	Fully cooked, whole grain mini twin cheeseburgers, individually wrapped	4.86 oz	2.00	2.00	490	No Bid								
100103	Chicken, drumstick	Fully cooked, whole grain breaded chicken drumsticks	5.15 oz	2.00	0.75	530	No Bid								
100103	Chicken, patty spicy	Fully cooked, whole grain breaded spicy chicken breast filets, w/ whole muscle	3.75 oz	2.00	1.00	330	Rich Chicks, 54496	100103	78	4.1	10 X 7, 70 CS	82.99	32.19	50.8	0.65
		Fully cooked, whole grain breaded chicken chunks	4.10 oz	2.00	1.00	490	Rich Chicks, 94403	100103	78	4.1	10 X 7, 70 CS	100.73	49.93	50.8	0.65
100103	Chicken, thigh	Fully cooked, whole grain breaded chicken thighs	4.70 oz	3.25	1.00	620	No Bid								

Awarded Item = XXXXXXXXXX



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt of Business Services
DATE: April 15, 2026
SUBJECT: Consider Claim No. 671141

BACKGROUND: On April 10, 2026, a claim was received by the Tracy Unified School District in which the claimant stated that a loss occurred on April 16, 2025 along with a letter requesting that the claim be accepted late. The District's insurance provider has reviewed the letter and recommends that the board accept the untimely claim, however:

The District's insurance providers reviewed the subsequent claim and determined:

- a. The information provided to date suggests that there is no liability on behalf of the School District.

The District's insurance providers recommend a rejection/denial of this claim by the Board of Trustees.

The claim amount is noted to be more than \$10,000.00.

RATIONALE: The District's insurance advisors, legal advisors, and District staff recommend rejection/denial of this claim. This is standard practice in order to protect the District from future litigation.

FUNDING: The District insurance account covers costs up to the board-approved deductible amount.

RECOMMENDATIONS: Accept the Submitted Untimely Claim and Reject Claim No. 671141 Due to Unfounded Liability on Behalf of the School District.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 7, 2026
SUBJECT: Approve Adoption of Instructional Materials

BACKGROUND: Tracy Unified School District approved one new course to be offered starting in the 2026-27 school year. The Instructional Media Center (IMC) convened an IM adoption committee to evaluate and recommend instructional materials for the course. The Curriculum Council recommended this program to the Board and the Board received a report on March 24, 2026.

Course(s)	Publisher	Program/Title	Copyright
Emergency Medical Response	Jones and Bartlett Learning	<i>Emergency Care and Transportation of the Sick and Injured, 12th Edition</i>	2021

RATIONALE: The instructional materials being recommended for adoption demonstrate the highest correlation to the following evaluation criteria used by the committees in the adoption process:

- Alignment to the standards and goals of that content area or course
- Instructional methods that actively engage all students at all levels of achievement
- When applicable, supports examinations related to that course.

This agenda item meets Strategic Goal #1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports.

FUNDING: Funding for the purchase of recommended materials not to exceed \$17,000 for the 2026-27 school year will be provided by funds from Goal 1. Action 8 of the Local Control Accountability Plan reserved for the purchase of instructional materials. Renewals in the following years will be paid from funds set aside for growth and replacement or instructional materials funds when available.

RECOMMENDATION: Approve Adoption of Instructional Materials.

Prepared by: Sally Soberanes, Coordinator of Instructional Materials and Curriculum.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 8, 2026
SUBJECT: **Approve Proposed Budget Changes to the 2025-2026 School Site Plan for George & Evelyn Stein High School**

BACKGROUND: On March 24, 2026, the Stein High School - School Site Council (SSC) reviewed and approved a series of proposed budget adjustments to the 2025–2026 Single Plan for Student Achievement (SPSA). These adjustments include ten (10) budget revisions totaling \$16,810.00, reallocating funds from various Goal 1, Goal 3, and Goal 4 actions into Goal 4a2: General School Support. The proposed changes reflect shifts in actual expenditures and program implementation throughout the school year, including adjustments to IXL, CTE Barber Pathway activities, Xello, professional development, and field trip allocations. All items were reviewed in detail and approved unanimously by SSC with no modifications, confirming alignment with site priorities and continued support of SPSA goals. The attached proposed budget change document outlines each adjustment by goal, funding source, and object code.

RATIONALE: The proposed budget revisions are necessary to ensure that site funds are aligned with actual expenditures and evolving program needs while maintaining fidelity to the intent of the SPSA. Several planned expenditures came in under budget or were supported through alternative funding sources, including teacher release time that did not require substitutes, CTE field trip costs covered by the district CTE department, reduced costs for Xello, and professional development expenses below projected amounts. Additionally, some field trip costs were appropriately shifted to the general fund. As a result, these unused funds are being reallocated to Goal 4a2: General School Support to maximize their impact on students and support sitewide needs. This adjustment reflects responsible fiscal management, ensures full utilization of available resources, and maintains alignment with SSC-approved priorities focused on student success, school climate, and overall program effectiveness.

FUNDING: The total amount of \$16,810.00 is being reallocated within the existing 2025–2026 SPSA budget. No additional funding is required for the 2025–2026 fiscal year.

RECOMMENDATION: Approve Proposed Budget Changes to the 2025-2026 School Site Plan for George & Evelyn Stein High School.

PREPARED BY: Mrs. Traci L Mitchell, George & Evelyn Stein High School Principal.

Proposed Budget Changes – Stein High School 2025-2026

Item A: Move: Goal 1a2 / IXL (subs), Title 1 Funds in the amount of **\$2,240.00** – object code 1105/1107 to Goal 4a2 / General School Support, Title 1 Funds same object codes.

Item B: Move: Goal 1a3 / IXL (materials & supplies), Targeted (SES/EL/FY) Funds in the amount of **\$300.00** – object code 4300 to Goal 4a2 / General School Support, Targeted (SES/EL/FY) same object code.

Item C: Move: Goal 1a5 / CTE Barber Pathway (Field Trips), Targeted (EL) Funds in the amount of **\$200.00**, Targeted (SES/EL/FY) Funds in the amount of **\$200.00**, Title 1 Funds in the amount of **\$400.00**: – object codes 4300/5712 to Goal 4a2 / General School Support same object codes.

Item D: Move: Goal 1a5 / CTE Barber Pathway (subs), Title 1 Funds in the amount of **\$560.00**: – object codes 1105/1107 to Goal 4a2 / General School Support object code 4300.

Item E: Move: Goal 1a7 / Xello, Title 1 Funds in the amount of **\$1,250.00** – object code 4300/5800 to Goal 4a2 / General school support same object codes.

Item F: Move: Goal 1a10 / Educational Field Trips/Transportation, Site Funds in the amount of **\$1,000**, Title 1 Funds in the amount of **\$1,000.00**, Targeted (SES/EL/FY) in the amount of **\$500.00**, Targeted (EL) in the amount of **\$500.00** – object code 5712 to Goal 4a2 / General School Support - object code 4300.

Item G: Move: Goal 1b2 / Professional Development, Site Funds in the amount of **\$500.00** to Goal 4a2 / General School Support – same object codes.

Item H: Move: Goal 1e2 / Professional Development (PBL), Site Funds in the amount of **\$1,410.00**, Title 1 Funds in the amount of **\$30.00** to 4a2 / General School Support – object codes 4300/5800/1105/1107.

Item I: Move: Goal 3a2 / Professional Development (executive function), Title 1 Funds in the amount of **\$1,820.00** – object code 5800 to 4a2/General school support – object code 4300.

Item J: Move: Goal 4a1 / Subs for Site Leadership (extra service/release days), Site Funds in the amount of **\$4,900.00** – object code 1105 to 4a2 / General school support – object code 4300 / 4400.

Proposed movement to Goal 4a2 / General School Support – object codes: 1105, 1107, 4300, 4400, 5712, 5800.

Site	Title 1	SES/FY/EL	EL	
\$7,810.00	\$7,300.00	\$1,000.00	\$700.00	
			Total Moved	\$16,810.00



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 1, 2026
SUBJECT: Acknowledge Revised AR 5116.1 Intradistrict Open Enrollment (Second 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 AR 5116.1 Intradistrict Open Enrollment (Second 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.

INTRADISTRICT OPEN ENROLLMENT

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

INTRADISTRICT OPEN ENROLLMENT

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.

INTRADISTRICT OPEN ENROLLMENT

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)



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 16, 2026
SUBJECT: Acknowledge New Administrative Regulation AR 1312.4 Williams Uniform Complaint Procedures, Exhibit 1 – Notice to Parents/Guardians, Students, and Teachers: Complaint Rights, and Exhibit 2 – Williams Complaint Form (Second 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, 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.

WILLIAMS UNIFORM COMPLAINT PROCEDURES

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;

WILLIAMS UNIFORM COMPLAINT PROCEDURES

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.

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

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 _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 16, 2026
SUBJECT: Adopt Revised Board Bylaw 9270 Conflict of Interest (Second 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 (Second 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

CONFLICT OF INTEREST

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**

CONFLICT OF INTEREST

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.

CONFLICT OF INTEREST

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(c)(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:

CONFLICT OF INTEREST

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)

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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>



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 (Second 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 (Second 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

Foster Youth Transfers to Alternative Education Programs

- 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**.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 16, 2026
SUBJECT: Adopt Revised Board Policies and Administrative Regulations 4119.42, 4219.42, 4319.42 Exposure Control Plan for Bloodborne Pathogens (Second Reading)

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to 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
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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**

3204

5193

Gov. Code 3543.2

Lab. Code 142.3

Description

Access to employee exposure and medical records

Bloodborne pathogens

Scope of representation

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 PATHOGENSExposure 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.~~
 - e. ~~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~~

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

~~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~~

Definitions

TUSD Acknowledged: 3/25/97

TUSD Revised:

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

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

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

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 CCR 5193; 29 CFR 1910.1030)

Whenever potential occupational exposure continues to exist after institution of engineering

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

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)

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

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)

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

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

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

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
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

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

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

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 16, 2026
SUBJECT: **Adopt and Acknowledge Revisions to Board Policy and Administrative Regulation 4300 Administrative, Supervisory and Confidential Personnel (Second Reading)**

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to 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 (Second Reading).

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

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~~

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
Ed. Code 45100.5
Ed. Code 45104.5
Ed. Code 45108.5
Ed. Code 45108.7
Ed. Code 45128
Ed. Code 45130
Ed. Code 45256.5

Term of employment

Senior classified management positions

Abolishment of senior classified management positions

Definition of senior classified management employees

Waiver of provisions of Education Code 45108.5

Overtime

Exclusion from overtime provisions

Designation of certain senior classified management positions

GOVERNMENT CODE

Gov. Code 3540
Gov. Code 3540.1
Gov. Code 3543.4
Gov. Code 3545

Purpose

Public employment; definitions

Management and confidential positions; representation

Appropriateness of unit; basis

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 15, 2026
SUBJECT: **Adopt the District's Initial Bargaining Proposal for the California School Employees Association (CSEA) for the 2026-2027 School Year**

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). TUSD's sunshine proposal was initially presented at the April 14, 2026 board meeting (see attached).

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

FUNDING: No fiscal impact.

RECOMMENDATION: Adopt the District's Initial Bargaining Proposal for the California School Employees Association (CSEA) for the 2026-2027 School Year.

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



TRACY
UNIFIED SCHOOL DISTRICT

March 25, 2026

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

Dear Ms. Ladwig:

*"The future belongs
to the educated"*

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.

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

Tracy Unified proposes opening the following articles:

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

Tania Salinas
Associate Superintendent
of Business Services
(209) 830-3230
(209) 830-3269 Fax

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 L. Jalique
Associate Superintendent of Human Resources

Dr. Zachary Boswell
Associate Superintendent
of Educational Services
(209) 830-3202
(209) 830-3209 Fax

C: Mike Caulfield, Chapter #098 President

Tammy Jalique
Associate Superintendent
of Human Resources
(209) 830-3260
(209) 830-3264 Fax

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**California
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Employees
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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*



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.