NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
AUGUST 25, 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: **6:45 PM** **Closed Session**
7:00 PM **Open Session**

AGENDA

Pg. No.

1. Call to Order

2. Roll Call – Establish Quorum
Board: O. Alexander, D. Cheeseman, R. Fagin, L. Hawkins, S. Secker, J. Silcox, D. Traina
Staff: R. Pecot, Z. Boswell, T. Jalique, T. Salinas, S. Smith

3. Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow below. Closed Session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.

3.1 Administrative & Business Services: N/A

3.2 Educational Services:

3.2.1 Finding of Facts: 26/27#01, 26/27#02, 26/27#03
Education Code §48912

3.2.2 Reinstatements: 26/27#02, 26/27#03
Education Code §48912

Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.2.3 Board Waiver: PES#10357468
Education Code §48912

Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.2.4 Confidential Student Matter Early Graduation: TISCS#10358556, TISCS#10366631, TISCS#10333093, TISCS#10336132, TISCS #10332966, TISCS#10333082, TISCS#10334820, TISCS#10351078, TISCS#10366875, TISCS#10332842, TISCS#10355616, TISCS #10360943, TISCS#10363482, TISCS#10333008, TISCS#10367798

Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.3 Human Resources:

3.3.1 Consider Leave of Absence for Certificated Employee #UC-1474
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.3.2 Consider Revised Non-Paid Leave of Absence for Classified Employee #UCL-581 Pursuant to Article XXIII
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.3.3 Consider Revised Non-Paid Leave of Absence for Classified Employee #UCL-587 Pursuant to Article XXIII
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.3.4 Consider Leave of Absence Requests for Certificated Employees #UC-1475 and #UC-1476 Pursuant to Article XX
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.3.5 Consider Public Employee/Employment/Discipline/Dismissal/Release
Government Code §54957
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.3.6 Conference with Labor Negotiators
Government Code §54957.6
Agency Negotiator: Tammy Jalique, Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action Taken on Finding of Facts: 26/27#01, 26/27#02, 26/27#03
3.2.1
Action: Motion _____ Second ___. **Vote:** Yes___; No___; Absent___; Abstain ___

6b Report Out of Action Taken on Reinstatements: 26/27#02, 26/27#03
3.2.2
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6c Report Out of Action Taken on Board Waivers: PES#10357468
3.2.3
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6d Report Out of Action Taken on Early Graduation: TISCS#10358556,
3.2.4 TISCS#10366631, TISCS#10333093, TISCS#10336132, TISCS#10332966, TISCS#10333082, TISCS#10334820, TISCS#10351078, TISCS#10366875, TISCS#10332842, TISCS#10355616, TISCS#10360943, TISCS#10363482, TISCS#10333008, TISCS#10367798
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6e Report Out of Action Taken on Consider Leave of Absence for Certificated
3.3.1 Employee #UC - 1474
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6f Report Out of Action Taken on Consider Revised Non-Paid Leave of Absence for
3.3.2 Classified Employee #UCL-581 Pursuant to Article XXIII
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6g 3.3.3 Report Out of Action Taken on Consider Revised Non-Paid Leave of Absence for Classified Employee #UCL-587 Pursuant to Article XXIII
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6h 3.3.4 Consider Leave of Absence Requests for Certificated Employees #UC-1475 and #UC-1476 Pursuant to Article XX
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

7. **Approve Regular Minutes of August 11, 2026** **1-6**
Action: Motion__ ; Second __. **Vote:** Yes __; No __; Absent ___; Abstain ___

8. **Student Representative Reports:**
8.1 Tracy High: Noor Tatari; **West High:** Alexandra Larson, Josh Addo; **Alternative Education:** Tatum Cobarrubia; **Kimball High:** Alvin Ablaza

9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
9.1 Recognize Stu Jossey for his Contributions to the TUSD Sport Programs
9.2 South West Park Elementary School, Principal Report

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:** N/A

10.2 **Educational Services:**
10.2.1 State Seal of Civic Engagement

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:** N/A

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 Entertainment, Assembly, Service, Business and Food Vendors	**7-8**
13.1.2	Approve Revolving Cash Fund Reports (July 2026)	**9-14**
13.1.3	Approve Payroll Reports (July 2026)	**15-19**
13.1.4	Approve Accounts Payable Warrants (July 2026) (Separate Cover)	**20**

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	**21-22**
13.1.6	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2026/27 School Year	**23-24**

13.2 Educational Services:

13.2.1	Approve Agreement for Training Services Contract with Knowledge Saves Lives Incorporated (KSL, Inc.) through the Expanded Learning Opportunities Program	**25-34**
13.2.2	Approve Special Contract Services Agreement with AVID College Tutors for the 2026-27 School Year	**35-38**
13.2.3	Approve Agreement for Special Contract Services with Renaissance	**39-47**
13.2.4	Approve Agreement with Timely for the 2026–2027 School Year	**48-50**
13.2.5	Approve Funding of the Agriculture Incentive Grant for Tracy High School for the 2026-2027 School Year	**51-59**
13.2.6	Approve Purchase of Four Graphic Arts Desktop Computers at Tracy High School	**60-61**
13.2.7	Ratify Agreement for Contract Services with 360 Degree Customer, Inc for the 2026–2027 School Year	**62-72**
13.2.8	Approve Contract Services Agreement with Exploring New Horizons for Outdoor Education Science Camp for Williams Middle School for the 2026-27 School Year	**73-90**
13.2.9	Approve Agreement for Site License for IXL Learning at Poet Christian School for the 2026-27 School Year	**91-95**

13.3 Human Resources:

13.3.1	Approve Resignations/Retirements/Leave of Absences for Classified, certificated, and/or Management Employment	**96-98**
13.3.2	Approve Classified, Certificated, and/or Management Employment	**99-107**

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. 26-03 Exhibit 9270 Conflict of Interest Code	**108-117**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

14.2 Educational Services: N/A

14.3 Human Resources:

14.3.1	Adopt Revisions to Board Policy 4000 Concepts and Roles in Personnel (First Reading)	**118-122**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

14.3.2	Adopt Revisions to Board Policy 4119.26, 4219.26, 4319.26 Maintaining Appropriate Adult-Student Interactions (Second Reading)	**123-129**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.3	Acknowledge New Administrative Regulation 4112.23 Special Education Staff and Abolish Board Policy 4112.23 Special Education Staff (First Reading)	**130-135**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.4	Adopt Revisions to Board Policy and Administrative Regulation 4030 Nondiscrimination in Employment (First Reading)	**136-151**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.5	Approve Revised Job Description for Principal of TISCS and Alternative Programs	**152-155**
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** September 8, 2026
    - **17.2** September 22, 2026
    - **17.3** October 27, 2026
    - **17.4** November 10, 2026

18. **Upcoming Events:**

18.1	September 7, 2026	No School, Labor Day Holiday
18.2	October 5 – 9, 2026	No School, Fall Break
18.3	October 19, 2026	No School, Parent/Teacher Conferences
18.4	November 11, 2026	No School, Veteran's Day Holiday

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, August 11, 2026

6:30 PM: **1-3.** Vice President Fagin called the meeting to order and adjourned to closed session.

Roll Call: **4.** Board: O. Alexander, D. Cheeseman, R. Fagin, L. Hawkins, S. Secker, D. Traina
Absent: J. Silcox
Staff: R. Pecot, T. Salinas, T. Jalique, Z. Boswell, S. Smith

7:00 PM **5.** Vice President Fagin 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#45
3.2.1	
Action:	Hawkins, Traina. **Vote:** Yes-6; No-0; Absent-1 (Silcox)
6b	Report Out of Action Taken on Reinstatement: 26/27#01
3.2.2	
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Silcox)
6c	Report Out of Action Taken on Board Waiver: KHS#10359949
3.2.3	
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Silcox)
6d	Report Out of Action Taken on PE Exemption: THS#10333188
3.2.4	
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Silcox)
6e	Report Out of Action Taken on Consider Non-Paid Leave of Absence for
3.3.1	Classified Employee #UCL-581, Pursuant to Article XXIII
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Silcox)
6f	Report Out of Action Taken on Consider Non-Paid Leave of Absence for
3.3.2	Classified Employee #UCL-587, Pursuant to Article XXIII
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Silcox)
6g	Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.3	Classified Employee #UCL-588
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Silcox)
6h	Report Out of Action Taken on Consider Leave of Absence Requests for
3.3.4	Certificated Employees: #UC-1465 Modified, #UC-1469, #UC-1470, #UC-1472, Pursuant to Article XX
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Silcox)
6i	Report Out of Action Taken on Consider Leave of Absence Request for
3.3.5	Management Employee: #UC-1473
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Silcox)
6j	Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.6	Classified Employee #UCL- 589
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Silcox)

Minutes:

7. Approve Regular Minutes of June 23, 2026.
Action: Hawkins, Cheeseman. **Vote:** Yes-6; No-0; Absent-1 (Silcox)

Audience:

Jennifer Kassel, Kaleigh Felisberto, Nhu Nguyen, Heather Reyburn, Jason Noll, Renee Etcheverry, Rocio Garcia, Jessica Cardoza, Aisha Patel, Lisa Mendez, Lauren Hicks, Desmond Applin, Jennifer Cameron, Nicole Balfour, Roy Wells, A.R. Conde

Student Rep Reports:

8.1 N/A

Recognition & Presentations:

9.1 Monte Vista Middle School Principal Heather Reyburn introduced MVMS EL Coordinator, Lisa Mendez, and EL Teacher, Ms. Hicks. Monte Vista prides themselves on the great success of their ELPAC testing with 63 out of their 181 EL Designated tested students having scored a "4" on the ELPAC and most of their students scoring the highest score of 3 in individual test domains. 34 of the 63 students have been reclassified, 9 more are currently pending. They hold one-to-one meetings 3 times per year with each student to ensure they know what to do to move out of their ELD Support Class. In ELD Support, they focus on Listening, Speaking, Reading and Writing utilizing StudySync curriculum. They also incorporate one to one verbal speaking, easy reader books, New York Times educational resources, and even Legos. They have begun utilizing Language Essentials Kits that have been a great resource they believe will continue to greatly impact their scores.

Information & Discussion Items:

10.1 Administrative & Business Services: N/A

Hearing of Delegations

11. Nicole Balfour spoke regarding the rollout of the ELOP after school program and the importance of the relationship between the school, parent and community. Her daughter loves attending Villalovoz and she appreciates the staff and leadership, so it pains her to make a complaint. As a full-time working mom, she feels the after-school enrichment program that has been set up was chaotic and stressful for the school and the parents. To not find out if they would get in or not with such short notice was overwhelming. The Boys and Girls Club does a lot of physical activities and even feeds the students; she finds them to be amazing. She is asking in the future to work out the kinks well in advance. She feels the Boys and Girls Club should get more funding so there isn't as much of a waitlist and others can get in.

Roy Wells is a retired US Air Force Colonel. He visits middle schools and brings arms equipment and uniforms to educate on Military History, specifically the Revolutionary War and the Civil War. He is unable to do this in TUSD because we do not allow guns on campus. He is asking for a waiver to bring unloaded 18th and 19th century muskets on campus so the students can hold the guns and feel the weight of them, to understand what the soldiers went through. He does not know what the process is, but he would be happy to provide information about other schools he has worked with in the past.

Public Hearing:

12.1 Administrative & Business Services: N/A

Consent Items:

13. Board approval of any agenda item requiring insurance or fingerprint clearance is conditioned upon receipt of appropriate documentation by Tracy Unified.
Action: Hawkins, Cheeseman. **Vote:** Yes-6; No-0; Absent-1 (Silcox)

13.1 Administrative & Business Services:

13.1.1 Approve the Amended 2026-2027 Designation of CIF Representatives to League for Kimball High School

13.1.2 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2026/27 School Year

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

13.1.4 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

13.1.6 Approve Accounts Payable Warrants (June 2026) (Separate Cover)

13.1.7 Approve Payroll Reports (June 2026)

13.1.8 Approve Revolving Cash Fund Reports (June 2026)

13.1.9 Approve Refund Agreement Between Tracy Unified School District and Banta Unified School District

13.2 Educational Services:

13.2.1 Approve Agreement for Contract Services Between IXL Learning and Monte Vista Middle School for the 2026-2027 School Year

13.2.2 Approve Agreement for Site License with IXL Learning and Art Freiler School for the 2026-27 School Year

13.2.3 Approve Agreement with Community Medical Centers for Mental Health Services at Hirsch, Jacobson, Kimball, McKinley, South/West Park, Duncan Russell, Stein, and Tracy High for the 2026-2027 School Year

13.2.4 Approve Agreement for Contract Services with Community Medical Centers for South/West Park, Duncan Russell, and Stein High School for the 2026-2027 School Year

13.2.5 Approve Agreement for Contract Services with Valley Community Counseling for Mental Health Services at Central Elementary and North School for the 2026-2027 School Year

13.2.6 Approve Agreement for Contract Services with Valley Community Counseling for Mental Health Services at Bohn, Central, Freiler, Kelly, Monte Vista, North, Poet, Villalovos, Williams and West High for the 2026-2027 School Year

13.2.7 Ratify Independent Educational Evaluation Agreement with Faith in Action Community Education Services for an FBA Independent Education Evaluation (IEE)

13.2.8 Approve Agreement for Contract Services with Community Medical Centers for Mental Health Services at Tracy Independent Study Charter School for the 2026-2027 School Year

13.2.9 Approve Agreement for Contract Services with Operation Scholars to Provide Behaviorist Support for the 2026-2027 School Year

13.2.10 Approve Master Contract Funding Increase for Non-Public School Stockton Educational Center for the 2025-2026 School Year (Separate Cover)

13.2.11 Ratify Contract Service Agreement with Pawar Transportation for the 2026-2027 School Year (Separate Cover)

13.2.12 Approve Out of State Travel for District Administrators for the HRS Summit with Marzano Resources on the Topic of High Reliability Schools

13.2.13 Ratify Independent Educational Evaluation (IEE) Agreement with Lucid Psychology PC

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

13.2.15 Ratify Master Contract for Point Quest Education, NPS for the 2026-2027 School Year (Separate Cover)

13.2.16 Ratify Master Contract with Non-Public School Sierra Vista Child & Family Services (Kirkbaucher) for the 2026-2027 School Year (Separate Cover)

13.2.17 Approve Agreement with SJCOE Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Staff for the 2026-2027 School Year

13.2.18 Approve Agreement for Contract Services with Girl Scouts Heart of Central California to Provide Staff-Facilitated Elementary After-School Club Services through the Expanded Learning Opportunities Program

13.2.19 Approve Agreement for Contract Services with Turlock Sports Park TSP Afterschool Programs through the Expanded Learning Opportunities Program

13.2.20 Approve Agreement for Contract Services Between Operation Scholars and North School for the 2026–2027 School Year

13.2.21 Approve Agreement with the City of Tracy to Provide Professional Development to High School Physical Education Teachers for the 2026-27 School Year

13.2.22 Approve Agreement with San Joaquin County Office of Education Quality Rating and Improvement System (QRIS) and the TUSD School Readiness Preschool Program for the 2026-2027 School Year

13.2.23 Approve Contract with San Joaquin County Office of Education for the ASES Grant and 21st CCLC ASSETS Grant

13.2.24 Approve Quote for Student Driver's Education Licenses between Edgenuity/DriversEd.com and George and Evelyn Stein High School for the 2026-2027 School Year

13.2.25 Ratify Agreement for Subscription Contract Services Between Xello – College and Career Software Program and George & Evelyn Stein High School for the 2026-2027 School Year

13.2.26 Approve Agreement for Contract Services with Lift Enrichment to Provide After-School Cooking Program through the Expanded Learning Opportunities Program

13.2.27 Ratify NPS Master Contract with South Bay High School for the 2026-2027 School Year (Separate Cover)

13.2.28 Approve Contract Service Agreement with Alegre Care Inc. dba Alegre Home Care and Staffing for the 2026-2027 School Year

13.2.29 Ratify Agreement for Contract Services between UC Berkley and Health Services Department for the 2026-2027 School Year

13.2.30 Approve Contract Service Agreement with Tracy High School (Math & Science) and LAZEL, Inc. (Gizmos Software) for the 2026-2027 School Year

13.2.31 Approve Agreement for Special Contract Services with SJCOE for the Artist-in-Residence Program at Villalovoz Elementary School for the 2026-2027 School Year

13.2.32 Approve Service Agreement for Keynote Speaker Dee Hankins (DeeHankins.com) to Present at Merrill F. West High School on November 6, 2026

13.2.33 Approve Agriculture Incentive Grant for the 2026-2027 School Year for the West High Agriculture Program

13.2.34 Approve Out-of-State Travel for Four Speech Pathologists to Attend the 2026 ASHA Convention November 18-21 in Indianapolis, IN

13.3 **Human Resources:**

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

13.3.2 Approve Classified, Certificated and/or Management Employment

13.3.3 Approve Fieldwork Agreement with Point Loma Nazarene University

13.3.4 Approve Individual Intern Agreement with CSU Stanislaus

13.3.5 Approve Paid Intern Agreement with Point Loma Nazarene University

13.3.6 Approve Student Teaching Agreement with Point Loma Nazarene University

13.3.7 Approve Field Placement Agreement with Grand Canyon University

Action Items:

14.1 **Administrative & Business Services:**

14.1.1 Consider Claim No. 669730

Action: Motion to Reject Claim. Secker, Cheeseman. **Vote:** Yes-6; No-0; Absent-1 (Silcox)

14.2 **Educational Services:** N/A

14.3 **Human Resources:**

14.3.1 Approve Revised Master Agreement between Tracy Unified School District and the Tracy Educators Association (TEA) (Separate Cover)

Action: Cheeseman, Hawkins. **Vote:** Yes-6; No-0; Absent-1 (Silcox)

14.3.2 Adopt Revisions to Board Policy 4119.26, 4219.26, 4319.26 Maintaining Appropriate Adult-Student Interactions (First Reading)

Action Cheeseman, Alexander. **Vote:** Yes-6; No-0; Absent-1 (Silcox)

14.3.3 Approve Revised Job Description for Modified Para Educator – Student Apprentice

Action: Hawkins, Cheeseman. **Vote:** Yes-6; No-0; Absent-1 (Silcox)

14.3.4 Approve Variable Term Waivers

Action: Cheeseman, Alexander. **Vote:** Yes-6; No-0; Absent-1 (Silcox)

Board Reports:

Trustee Traina congratulated MVMS on the success of their program. She appreciated hearing the amount of success they have seen from one year to the next and the explanation of the steps the EL students go through to be reassigned. Trustee Secker gave a shout out to Ms. Rocio Garcia and her staff. They have done a great job finding activities for the ELOP program and have been working hard to implement them. He also acknowledged the great job Principal Reyburn is doing at MVMS. This summer he attended a School Counselor Convention. It was rewarding and he learned more of what is required of them. TUSD counselors are dedicated to our students, and they make an impact at their schools. He also wanted to spread the word of the upcoming Open House for the new AG building at WHS, August 22nd at 10:00 am. Trustee Cheeseman welcomed everyone to the first board meeting of the school year. She found tonight's presentation easy to understand, very interesting, and full of facts. She thanked those that spoke this evening and explained that the board isn't allowed to speak and engage on topics brought up during the Hearing of Delegations. Trustee Hawkins and Trustee Alexander thanked everyone for coming out. Ms. Alexander enjoyed the report from MVMS. She is interested in learning more about the program. Trustee Fagin said MVMS did a phenomenal presentation, and he recognizes how much the ELOP department has done; he feels they are doing a great job.

Superintendent Report:

Dr. Pecot has been in Ms. Mendez's room at MVMS many times, she does a great job. The presentation speaks to the culture at MVMS; the teachers really care for the students, and their dashboard is a true reflection of this. He is thankful for the hard work the ELOP Department is putting in. They realize there is a long waitlist, and they are doing everything they can to hire staff. It will continue to be a focus. The school year had a strong start; however, it actually starts long before the first day of school. The Professional Learning Department focuses on training and preparing new teachers to make sure everything is dialed in. Many new teachers of TUSD have expressed their comfort beginning the school year due to interactions with their school administration and the training that has been put in place.

Adjourn: 7:34 PM

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 5, 2026
SUBJECT: **Approve Entertainment, Assembly, Service, Business and Food Vendors**

BACKGROUND: To be valid or to constitute an enforceable obligation against the district, Education Code 17604 requires 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, and the advance notice staff have in procuring the services or materials.

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

Board Meeting Date	Board Approval Required Vendor Name	Insurance Expiration
8/25/2026	**Heavenly Creations** - sells Drinks and Snack packs, Mailani Mann, 209.581.2010, yourstruly@heavenlycreations25.net **No food sales until 30 minutes after school, CONTRACT REQUIERED PRIOR TO OCCURRENCE.**	2/1/2027
8/25/2026	**Fancy's Sweets - 209** - Sells Aguas Frescas, Cotton Candy and Birria Tacos and Tortas, Carime Antunez, 209.922.3782, carimeantunez@gmail.com, @fancys_209 on Instagram **No food sales until 30 minutes after school, CONTRACT REQUIERED PRIOR TO OCCURRENCE.**	8/20/2026

To that end, the above list of vendors has met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students. This list will be updated as needed and presented to the board for approval.

FUNDING: Per above summary of requisitions.

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

Prepared by: Cerina V Reyes, Facility Use Coordinator.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 4, 2026
SUBJECT: **Approve Revolving Cash Fund Reports (July 2026)**

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

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

FUNDING: N/A.

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

Prepared by: Lori Nelson, Director of Financial Services.

TUSD
REVOLVING CASH FUND
July 2026

Date	Num	Name	Memo	Paid Amount
07/08/2026	10324	DEPARTMENT OF MOTOR VEHIC...	Victor Ramirez Test PO26-00195	
			01-0723-0-1110-3600-5800-840-9702	-100.00
TOTAL				-100.00
07/08/2026	10324	DEPARTMENT OF MOTOR VEHIC...	Victor Ramirez Test PO26-00195	
			01-0723-0-1110-3600-5800-840-9702	-100.00
TOTAL				-100.00
07/08/2026	10325	DEPARTMENT OF MOTOR VEHIC...	Michael Simonetti test PO26-00195	
			01-0723-0-1110-3600-5800-840-9702	-100.00
TOTAL				-100.00
07/08/2026	10326	DEPARTMENT OF MOTOR VEHIC...	Andrea Salaiz test PO27-00195	
			01-0723-0-1110-3600-5800-840-9702	-100.00
TOTAL				-100.00
07/08/2026	10326	DEPARTMENT OF MOTOR VEHIC...	Andrea Salaiz test PO27-00195	
			01-0723-0-1110-3600-5800-840-9702	-100.00
TOTAL				-100.00
07/08/2026	10327	DEPARTMENT OF MOTOR VEHIC...	Leonardo Diaz test PO27-00195	
			01-0723-0-1110-3600-5800-840-9702	-100.00
TOTAL				-100.00
07/08/2026	10327	DEPARTMENT OF MOTOR VEHIC...	Leonardo Diaz test PO27-00195	
			01-0723-0-1110-3600-5800-840-9702	-100.00
TOTAL				-100.00
07/08/2026	10328	DEPARTMENT OF MOTOR VEHIC...	Alberto Pulido test PO27-00195	
			01-0723-0-1110-3600-5800-840-9702	-100.00
TOTAL				-100.00
07/08/2026	10328	DEPARTMENT OF MOTOR VEHIC...	Alberto Pulido test PO27-00195	
			01-0723-0-1110-3600-5800-840-9702	-100.00
TOTAL				-100.00
07/08/2026	10329	DEPARTMENT OF MOTOR VEHIC...	Eusebia Cornejo test PO27-00195	
			01-0723-0-1110-3600-5800-840-9702	-100.00
TOTAL				-100.00

TUSD
REVOLVING CASH FUND
July 2026

Date	Num	Name	Memo	Paid Amount
07/08/2026	10329	DEPARTMENT OF MOTOR VEHIC...	Eusebia Cornejo test PO27-00195	
			01-0723-0-1110-3600-5800-840-9702	-100.00
TOTAL				-100.00
07/14/2026	10330	TOGO'S	01-0000-0-0000-7150-4300-810-1001	
TOTAL				0.00
07/15/2026	10331	TOGO'S	7/17/26 TTIP Event PO26-00053	
			01-0000-0-0000-7150-4300-810-1001	-768.00
TOTAL				-768.00
07/23/2026	10332	CALIFORNIA HIGHWAY PATROL	Victor Ramirez PO27-00185	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/23/2026	10332	CALIFORNIA HIGHWAY PATROL	Victor Ramirez PO27-00185	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/23/2026	10333	CALIFORNIA HIGHWAY PATROL	Alberto Pulido PO27-00185	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/23/2026	10333	CALIFORNIA HIGHWAY PATROL	Alberto Pulido PO27-00185	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/23/2026	10334	CALIFORNIA HIGHWAY PATROL	Andrea Salaiz PO27-00185	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/23/2026	10335	CALIFORNIA HIGHWAY PATROL	Michael Simonetti PO27-00185	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/23/2026	10335	CALIFORNIA HIGHWAY PATROL	Michael Simonetti PO27-00185	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00

TUSD
REVOLVING CASH FUND
July 2026

Date	Num	Name	Memo	Paid Amount
07/23/2026	10336	CALIFORNIA HIGHWAY PATROL	Leonardo Diaz PO27-00185	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/23/2026	10336	CALIFORNIA HIGHWAY PATROL	Leonardo Diaz PO27-00185	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/23/2026	10337	CALIFORNIA HIGHWAY PATROL	Eusebia Cornejo PO27-00185	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/23/2026	10337	CALIFORNIA HIGHWAY PATROL	Eusebia Cornejo PO27-00185	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/23/2026	10338	BLACK BEAR DINER	01-0000-0-1110-1000-4300-280-2323	
TOTAL				0.00
07/23/2026	10338	BLACK BEAR DINER	VOID: 7/31/26 MCK Staff Breakfast REQ27-01...	
TOTAL				0.00
07/08/2026	10324	DEPARTMENT OF MOTOR VEHIC...	Victor Ramirez Test PO26-00195	
			01-0723-0-1110-3600-5800-840-9702	-100.00
TOTAL				-100.00
07/08/2026	10325	DEPARTMENT OF MOTOR VEHIC...	Michael Simonetti test PO26-00195	
			01-0723-0-1110-3600-5800-840-9702	-100.00
TOTAL				-100.00
07/08/2026	10326	DEPARTMENT OF MOTOR VEHIC...	Andrea Salaiz test PO27-00195	
			01-0723-0-1110-3600-5800-840-9702	-100.00
TOTAL				-100.00
07/08/2026	10327	DEPARTMENT OF MOTOR VEHIC...	Leonardo Diaz test PO27-00195	
			01-0723-0-1110-3600-5800-840-9702	-100.00
TOTAL				-100.00

TUSD
REVOLVING CASH FUND
July 2026

Date	Num	Name	Memo	Paid Amount
07/08/2026	10328	DEPARTMENT OF MOTOR VEHIC...	Alberto Pulido test PO27-00195	
			01-0723-0-1110-3600-5800-840-9702	-100.00
TOTAL				-100.00
07/08/2026	10329	DEPARTMENT OF MOTOR VEHIC...	Eusebia Cornejo test PO27-00195	
			01-0723-0-1110-3600-5800-840-9702	-100.00
TOTAL				-100.00
07/14/2026	10330	TOGO'S	VOID: 7/17/26 Event TTIP PO27-00053 GJE, R...	
TOTAL				0.00
07/15/2026	10331	TOGO'S	7/17/26 TTIP Event PO26-00053	
			01-0000-0-0000-7150-4300-810-1001	-768.00
TOTAL				-768.00
07/23/2026	10332	CALIFORNIA HIGHWAY PATROL	Victor Ramirez PO27-00185	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/23/2026	10333	CALIFORNIA HIGHWAY PATROL	Alberto Pulido PO27-00185	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/23/2026	10334	CALIFORNIA HIGHWAY PATROL	Andrea Salaiz PO27-00185	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/23/2026	10335	CALIFORNIA HIGHWAY PATROL	Michael Simonetti PO27-00185	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/23/2026	10336	CALIFORNIA HIGHWAY PATROL	Leonardo Diaz PO27-00185	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00
07/23/2026	10337	CALIFORNIA HIGHWAY PATROL	Eusebia Cornejo PO27-00185	
			01-0723-0-1110-3600-5800-840-9702	-57.00
TOTAL				-57.00

TUSD
REVOLVING CASH FUND
July 2026

Date	Num	Name	Memo	Paid Amount
07/23/2026	10338	BLACK BEAR DINER	VOID: 7/31/26 MCK Staff Breakfast REQ27-01...	
TOTAL				0.00
07/28/2026	10339	Island Gourmet	SHS 7/31/26 Staff Event REQ27-01101	
			01-0000-0-1110-1000-4300-550-2323	-412.00
TOTAL				-412.00
07/28/2026	10340	Safeway	WHS 7/30/26 Staff Event	
			01-0000-0-1110-1000-4300-700-2323	-95.92
TOTAL				-95.92
07/28/2026	10341	BLACK BEAR DINER	7/31/26 MCK Staff Breakfast REQ27-01088	
			01-0000-0-1110-1000-4300-280-2323	-779.40
TOTAL				-779.40

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 4, 2026
SUBJECT: **Approve Payroll Reports (July 2026)**

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

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #3 – Apply fiscal, operational and community resources.

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (July 2026).

Prepared by: Lori Nelson, Director of Financial Services.

Pay Date 07/10/2026 Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE & VENDOR WARRANTS SUMMARY

Fund 01	SACS Object	Amount	
	1100	800,280.45	Teachers' Salaries
	1200	103.64	Cert Pupil Support Salaries
	1300	820.40	
	1900	10,484.78	Other Certificated Salaries
	2100	157,452.74	Instructional Aides' Salaries
	2200	183,947.07	Classified Support Salaries
	2400	31,995.64	Clerical & Office Salaries
	2900	13,069.44	Other Classified Salaries
	Total Labor	**1,198,154.16**	

Fund 01	SACS Object	Amount	
	3101	130,027.76	STRS On 1000 Salaries
	3201	9,840.92-	PERS On 1000 Salaries
	3202	39,951.54	PERS On 2000 Salaries
	3301	14,487.03	
	3302	24,154.19	
	3501	405.91	State Unemploy On 1000 Salary
	3502	189.75	State Unemploy On 2000 Salary
	3601	13,928.22	Worker'S Comp Ins On 1000 Sal
	3602	6,631.74	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**219,935.22**	

Fund 09	SACS Object	Amount	
	1100	28,045.25	Teachers' Salaries
	2100	385.40	Instructional Aides' Salaries
	2400	2,369.67	Clerical & Office Salaries
	Total Labor	**30,800.32**	

Fund 09	SACS Object	Amount	
	3101	4,641.30	STRS On 1000 Salaries
	3202	307.75	PERS On 2000 Salaries
	3301	409.73	
	3302	191.87	
	3501	14.02	State Unemploy On 1000 Salary
	3502	1.37	State Unemploy On 2000 Salary
	3601	481.25	Worker'S Comp Ins On 1000 Sal
	3602	47.27	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**6,094.56**	

Fund 11	SACS Object	Amount	
	1100	2,660.36	Teachers' Salaries
	1200	103.64	Cert Pupil Support Salaries
	2400	1,097.37	Clerical & Office Salaries
	Total Labor	**3,861.37**	

Fund 11	SACS Object	Amount	
	3101	394.33	STRS On 1000 Salaries
	3202	241.46	PERS On 2000 Salaries
	3301	40.07	
	3302	83.93	
	3501	1.38	State Unemploy On 1000 Salary
	3502	0.53	State Unemploy On 2000 Salary
	3601	47.43	Worker'S Comp Ins On 1000 Sal
	3602	18.83	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**827.96**	

Fund 12	SACS Object	Amount	
	1100	2,006.62	Teachers' Salaries
	2100	15,593.92	Instructional Aides' Salaries
	Total Labor	**17,600.54**	

Fund 12	SACS Object	Amount	
	3102	217.33	STRS On 2000 Salaries
	3202	2,889.45	PERS On 2000 Salaries
	3301	141.94	
	3302	1,033.41	
	3501	1.01	State Unemploy On 1000 Salary
	3502	7.78	State Unemploy On 2000 Salary
	3601	34.43	Worker'S Comp Ins On 1000 Sal
	3602	267.57	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**4,592.92**	

Fund 13	SACS Object	Amount	
	2200	41,691.22	Classified Support Salaries
	Total Labor	**41,691.22**	

Fund 13	SACS Object	Amount	
	3202	7,199.32	PERS On 2000 Salaries
	3302	2,702.44	
	3502	20.87	State Unemploy On 2000 Salary
	3602	715.44	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**10,638.07**	

ERP for California

Pay Date 07/31/2026 Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	702,511.12	Teachers' Salaries
	1200	742,183.20	Cert Pupil Support Salaries
	1300	770,517.50	Cert Suprvsrs' & Admins' Sal
	1900	190,920.64	Other Certificated Salaries
	2100	29,211.98	Instructional Aides' Salaries
	2200	1,225,049.74	Classified Support Salaries
	2300	355,551.14	Class Suprvsrs' & Admins' Sal
	2400	435,636.01	Clerical & Office Salaries
	2900	15,200.84	Other Classified Salaries
	Total Labor	**4,466,784.17**	

Fund 01	SACS Object	Amount	
	3101	436,836.89	STRS On 1000 Salaries
	3102	13,445.39	STRS On 2000 Salaries
	3201	30,692.58	PERS On 1000 Salaries
	3202	524,860.57	PERS On 2000 Salaries
	3301	40,229.81	
	3302	148,307.08	
	3401	163,846.64	
	3402	278,153.71	
	3501	1,202.98	State Unemploy On 1000 Salary
	3502	1,028.31	State Unemploy On 2000 Salary
	3601	46,746.26	Worker'S Comp Ins On 1000 Sal
	3602	40,034.50	Worker'S Comp Ins On 2000 Sal
	3701	71,237.50	
	3702	34,097.17	
	3901	140.88	
	Total Contributions	**1,830,860.27**	

Fund 09	SACS Object	Amount	
	1100	32,075.46	Teachers' Salaries
	1200	12,270.00	Cert Pupil Support Salaries
	1300	11,970.43	Cert Suprvsrs' & Admins' Sal
	2400	5,403.60	Clerical & Office Salaries
	Total Labor	**61,719.49**	

Fund 09	SACS Object	Amount	
	3101	10,756.33	STRS On 1000 Salaries
	3202	1,388.56	PERS On 2000 Salaries
	3301	750.21	
	3302	413.53	
	3401	4,280.69	
	3402	1,420.83	
	3501	28.16	State Unemploy On 1000 Salary
	3502	2.70	State Unemploy On 2000 Salary
	3601	1,094.10	Worker'S Comp Ins On 1000 Sal
	3602	104.98	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**20,240.09**	

Fund 11	SACS Object	Amount	
	1200	10,003.96	Cert Pupil Support Salaries
	1300	13,901.60	Cert Suprvsrs' & Admins' Sal
	2400	5,708.60	Clerical & Office Salaries
	Total Labor	**29,614.16**	

Fund 11	SACS Object	Amount	
	3101	4,565.96	STRS On 1000 Salaries
	3202	1,482.38	PERS On 2000 Salaries
	3301	321.84	
	3302	436.71	
	3401	1,424.92	
	3402	955.32	
	3501	11.95	State Unemploy On 1000 Salary
	3502	2.84	State Unemploy On 2000 Salary
	3601	464.43	Worker'S Comp Ins On 1000 Sal
	3602	110.91	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**9,777.26**	

Fund 12	SACS Object	Amount	
	2300	6,505.55	Class Suprvsrs' & Admins' Sal
	2400	1,398.20	Clerical & Office Salaries
	Total Labor	**7,903.75**	

Fund 12	SACS Object	Amount	
	3202	2,086.59	PERS On 2000 Salaries
	3302	604.64	
	3402	60.75	
	3502	3.95	State Unemploy On 2000 Salary
	3602	153.56	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**2,909.49**	

Fund 13	SACS Object	Amount	
	2200	36,220.75	Classified Support Salaries
	2300	31,661.60	Class Suprvsrs' & Admins' Sal
	2400	16,104.43	Clerical & Office Salaries
	Total Labor	**83,986.78**	

Fund 13	SACS Object	Amount	
	3202	22,889.60	PERS On 2000 Salaries
	3302	6,385.60	
	3402	10,908.46	
	3502	42.01	State Unemploy On 2000 Salary
	3602	1,631.69	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**41,857.36**	

Fund 21	SACS Object	Amount	
	2400	3,472.62	Clerical & Office Salaries
	Total Labor	**3,472.62**	

Fund 21	SACS Object	Amount	
	3202	916.78	PERS On 2000 Salaries
	3302	265.65	
	3402	529.82	
	3502	1.74	State Unemploy On 2000 Salary
	3602	67.47	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**1,781.46**	

Fund 25	SACS Object	Amount	
	2400	992.18	Clerical & Office Salaries
	Total Labor	**992.18**	

Fund 25	SACS Object	Amount	
	3202	261.93	PERS On 2000 Salaries
	3302	75.91	
	3402	151.38	
	3502	0.49	State Unemploy On 2000 Salary
	3602	19.27	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**508.98**	

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 4, 2026
SUBJECT: **Approve Accounts Payable Warrants (July 2026)**

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

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #3 – Apply fisal, operational and community resources.

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (July 2026).

Prepared by: Lori Nelson, Director of Financial Services.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: August 25, 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 Unified School District/Tracy Unified School District

1. Rotary Club of Tracy Sunrise - Donation of sixty backpacks, each packed with school supplies, valued at approximately $2,100.00.

Donations Received by Tracy Unified School District/Poet Elementary School

1. Tracy Rampage – The donated school supplies, including notebooks, folders, writing utensils, art supplies, glue, scissors, backpacks, and binders, have an estimated value of approximately $325.00.

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

1. DonorsChoose.Org -The donated soccer equipment, consisting of 34 soccer balls, has an estimated value of approximately $535.00.

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

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

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

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 11, 2026
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2026/27 School Year**

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

RATIONALE: Acceptance of this item indicates endorsement by the School Board of the current status of each recognized School Connected Organization or Booster Club in order to meet the District's strategic goal: strategic goal #3 – Apply fiscal, operational, and community resources to ensure a safe learning environment that supports staff and student goals.

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

RECOMMENDATION: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2026/27 School Year.

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

2026/2027 School-Connected Organization Booster Clubs

Organization	Status	Reviewed Bank Statements
209 Tracy High Wrestling Booster Club	*Approved*	*Current*
Freiler Staff Parent Association	*Approved*	*Current*
Hirsch PTO	*Approved*	*Current*
Kimball Jags Track and XC Booster Club	*Approved*	*Current*
Kimball High School Music Booster Club	*Approved*	*Current*
Kimball High Neylan Theatre Booster Club	*Approved*	*Current*
Kimball High PTSA	*Approved*	*Current*
South West Part Parent Club	*Approved*	*Current*
Tracy High Cheer Booster Club	*Approved*	*Current*
Tracy High Dance Booster Club	*Approved*	*Current*
Tracy High Football Booster Club	*Approved*	*Current*
Tracy High Softball Booster Club	*Recommended for approval*	*Current*
West High FFA Alumni and Supporters Booster Club	*Approved*	*Current*
West High Homefield Advantage	*Approved*	*Current*
West High Music Booster Club	*Approved*	*Current*
West High Theatre Booster Club	*Approved*	*Current*

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 5, 2026
SUBJECT: **Approve Agreement for Training Services Contract with Knowledge Saves Lives Incorporated (KSL, Inc.) through the Expanded Learning Opportunities Program**

BACKGROUND: The expanded Learning Opportunities Program (ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities – California Ed. Code (EX) Section 46120. Knowledge Saves Lives, Incorporated (KSL, Inc.) provides School Lockdown Training regarding workplace violence prevention and mitigation. Attendees will participate in lectures, discussions, and role-playing exercises to guide them in preventing and responding to school violence. Participants will learn vital skills such as situational awareness, best practices for response options to workplace violence, and physical response options. A custom training outline with multiple site-specific scenario stations will be developed and provided to training participants.

RATIONALE: This contract provides for one 4-hour school lockdown training course for up to 40 ELOP staff participants.

This Agenda item meets District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The cost of this contract is $4995 for training by four subject matter expert instructors and will be funded through the Expanded Learning Opportunities Program (ELO-P).

RECOMMENDATION: Approve Agreement for Training Services Contract with Knowledge Saves Lives Incorporated (KSL, Inc.) through the Expanded Learning Opportunities Program.

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

KNOWLEDGE SAVES LIVES, INC.

TRAINING SERVICES CONTRACT
between
Tracy Unified School District
And
Knowledge Saves Lives Incorporated

Contract No. CT #26-179

This Consulting/Training Services Contract ("Contract") is made by and between Tracy Unified School District ("Client") and Knowledge Saves Lives Inc.("Contractor"). The parties agree as follows:

CONTRACTOR DATA

Contractor Name:	Knowledge Saves Lives Inc. (KSL INC.)
Physical Address:	312 S. Roselawn Avenue
City, State, ZIP:	Turlock, CA 95380
Mailing Address:	312 S. Roselawn Avenue
City, State, ZIP:	Turlock, CA 95380
Telephone:	(209) 710-0271
Email:	Training@knowledgesaveslives.com

Contractor will submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a

Corporation -EIN#27-22307884 California Corporation #3285310 Registered and Licensed since March 10th, 2010

TERMS AND CONDITIONS

1. **Term and Termination.** This Contract becomes effective on 07/29/2026. Unless earlier terminated as provided below, this Contract shall continue through 12/01/2026.

2. **Detailed Description of Services / Statement of Work.** "See Exhibit B" Statement of work.

3. **Recitals.**
   a. Consultant. Contractor is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein and is familiar with the plans of the client.
   b. Project. Client desires to engage Consultant to render its services on 07/29/2026 to 12/01/2026. (the "Project").
   c. General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in Exhibit B (Statement of Work) attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Contract, the exhibits attached hereto and incorporated herein by reference, and all applicable local, State, and federal laws, rules and regulations.

4. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

   Exhibit A Payment Terms

5. **Reimbursable Expenses; Maximum Total Payment; Invoicing.** Client will make no payment until this Contract is fully executed by the authorized representatives of both parties.

   a. Reimbursable Expenses (please check all that apply): Client shall reimburse Contractor for the following Contractor expenses: **NONE**

   ☒ Client shall pay Contractor as described in attached Exhibit A

   b. Invoicing (please check one):

   ☒ Invoicing and payment shall be as follows: Upon acceptance, invoice approval, and according to this Contract's Terms and Conditions. Client shall pay invoices net 30 days.

6. **Other Payment Issues.**

   a. Method of Payment: Unless otherwise specified in Section 4 (Reimbursable Expenses; Maximum Total Payment; Invoicing) Client shall pay Contractor net 30 days upon invoice approval and work acceptance.

   b. Payment on Early Termination: Upon termination, pursuant to Section 14 (Early Termination), Client shall pay Contractor as follows:

      (i) If Client terminates this Contract for its convenience under Section 14(a) or 14(b), then Client must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. Client shall not be liable for any direct, indirect, or consequential damages. Termination by Client shall not constitute a waiver of any other claim Client may have against Contractor.

      (ii) If Contractor terminates this Contract under Section 14(c) due to Client's breach, then Client shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.

      (iii) If Client terminates this Contract under Sections 14(c) or 14(e) due to Contractor's breach, then Client must pay Contractor for work performed before the termination date less any setoff to which Client is entitled and if and only if Contractor performed such work in accordance with this Contract.

7. **Late Payment Penalty.** The client acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made within sixty (60) days of the date they are due; the contractor shall provide the client with written notice of such failure to make a timely payment. The client shall have a ten (10) day period to cure such failure to make timely payment from the date of receipt of such notice. If the client fails to make full payment within such cure period, the client shall be required to pay the contractor a late payment penalty equal to five percent (5%) of such required payments.

8. **Cost Adjustments.** Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to Client any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. Client alone reserves the right to reject any changes to this Contract it deems unacceptable.

9. **Independent Contractor Status.** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the Client. Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement. Any additional personnel performing the Services under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Contract and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Client shall provide Consultant with a copy of the prevailing rates of per diem wages. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

If the Client is using State funds for the Project and is required to enforce a Labor Compliance Program ("LCP"), then Contractor will be required to enforce the Client's Labor Compliance Program ("LCP"), as applicable.

10. **Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of Client. Client may withhold such consent for any or no reason. If Client consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on Client.

11. **Successors in Interest.** This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.

12. **No Third-Party Beneficiaries.** Client and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly, or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

13. **Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then Client, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

14. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
    a. Mutual: Client and Contractor may terminate this Contract at any time by their written agreement.
    b. Client's Sole Discretion: Client in its sole discretion may terminate this Contract for any reason on 15 days' written notice to Contractor.
    c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
    d. Furlough: Client reserves the right to terminate or otherwise suspend this Contract if Client's Board determines that funding is insufficient to remain fully open and calls for a Client-wide furlough or similar temporary Client reduction in operations. Any temporary closure shall not affect amounts due Contractor under this Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.
    e. Cancellation of Event: The Client may cancel the training event or scheduled consultation up to 15 days prior the event with or without cause. The Contractor reserves the right to charge the full fee of the contract for training events or services that have been scheduled by the client, involving equipment purchased by the contractor and travel arrangements made for events cancelled within 3 days of the event. For events cancelled by the client with the fifteen-day period, the contractor reserves the right to invoice the client a fee of $1000.

15. **Remedies.** In case of either a Client or Contractor breach and in addition to the provisions of Sections 13 and 14, both parties shall be entitled to any other available legal and equitable remedies.

16. **Errors.** Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to Client.

17. **Ownership of Work Products.** Contractor agrees that all work products created or developed for Client by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the Client. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants Client a perpetual, royalty-free, fully paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *Client claims no right to any pre-existing work product of Contractor provided*

to Client by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for Client use only.

18. **Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the services and the conditions under which the services are to be performed. Safety precautions as applicable shall include but shall not be limited to: (1) adequate life protection and lifesaving equipment and procedures;(2) instructions in accident prevention for all employees and subcontractors, such as providing personal protective equipment such as ear plugs and safety glasses. The client is responsible for the attendees wearing appropriate shoes and not allowing open toed shoes such as heels or sandals during a training event. The client is responsible for maintaining adequate facilities for the proper inspection and maintenance of all safety measures.

19. **Unsupervised Contact with Juveniles.** "Unsupervised contact" with juveniles means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct Client supervision. As required by Client policy, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with juveniles while on Client property. Contractor will work with Client to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify Client before beginning any work that could result is such contact. Contractor authorizes Client to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who may have unsupervised contact with juveniles. Contractor shall cause its employees and/or subcontractors, if any, to authorize Client to conduct these background checks. Contractor shall pay all fees for processing the background check. Client may deduct the cost of such fees from a progress or final payment to Contractor under this Contract unless Contractor elects to pay such fees directly.

20. **Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information.** Except in very specific circumstances in accordance with the law, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of Client. If Client grants permission, Contractor is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Contractor in the performance of this Contract must be used only for the purposes identified in this Contract.

21. **Security.** Any disclosure or removal of any Client matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against Client because of Contractor's willful or negligent release of information, documents, or property contained in or on Client property. Client hereby deems all information, documents, and property contained in or on Client property privileged and confidential.

22. **Employee Removal.** At Client's request, Contractor shall immediately remove any Contractor employee from all Client properties in cases where the Client in its sole discretion determines that removal of that employee is in the Client's best interests.

23. **Compliance with Applicable Law.** For the services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.

24. **Indemnification.**
    a. Contractor shall defend, indemnify, and hold harmless ("Indemnification") the Client, its trustees, officials, directors, officers, employees, volunteers, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against Client for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors (of all tiers) related to Contractor's performance under this Contract. Contractor's Indemnification extends to conditions created by this Contract or based upon violation of any statute, ordinance, or

regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to Client. Contractor's Indemnification of Client shall not apply to damage, injury, or death caused by the sole negligence or willful misconduct of Client, its officers, directors, employees, volunteers, or agents. Client will promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.

b. Client shall defend, indemnify, and hold harmless Contractor, its officers, directors, agents, volunteers, and employees from and against all claims, liabilities, losses, expenses, actions, or judgments (including attorneys' fees) that the Products or Work Product or that the Client's use of the Product or services resulted in Post-Traumatic Stress Disorder (PTSD) or other mental or physical condition as a result in participation in any approved training event.

c. Contractor is not responsible for any injuries (physical, or psychological) that may occur because of training or services provided. Contractor will make every effort including clear verbal and written instructions to client attendees during a training event not to run or participate in physical activity that could result in injury.

25. **Insurance.** The Contractor shall, at its sole cost and expense, maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, officers, employees, or subcontractors (of all tiers). Payment for insurance shall be considered as included in the various items of work as bid or in the lump sum price bid (as the case may be), and no additional payment will be made. The following insurance coverage(s), as applicable, are required:
    a. Commercial general liability insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractor's liability, and cross liability protection. The Client, its Board of Trustees, and their officials, employees, and agents shall be named as additional insureds by. There shall be no limitations on the coverage afforded to the Client, its Board of Trustees, and their officials, employees, and agents.
    b. The Contractor WILL NOT be providing services that require Contractor to transport Client personnel.
    c. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than $1,000,000 per accident or occupational illness.
    d. The Contractor IS NOT required to obtain Professional Liability / Errors & Omissions (E&O) liability insurance.

26. **Waiver; Severability.** Waiver of any default or breach under this Contract by Client does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

27. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; color; gender; age; religion; national origin; U.S. military veteran status; marital status; sexual orientation; disability; source of income; or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.

28. **Conflict of Interest**. Contractor shall disclose to Client any outside activities or interests that conflict or may conflict with the interests of the Client. Prompt disclosure is required if the activity or interest is related, directly or indirectly, to (1) any activity that Contractor may be involved with on behalf of the Client, or (2) any activity that Contractor may be involved with on behalf of any other firm or agency. In addition, Contractor shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with the Client's Conflict of Interest Code. Contractor shall be subject to the broadest disclosure category in the Client's Conflict of Interest Code during the term of this Agreement, except to the extent specifically modified in writing by the Superintendent or designee. For the term of this Agreement, no member, officer or employee of Client, during the term of his or her service with Client, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. **Equal Opportunity Employment.** Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, gender identity, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Contractor shall also comply with all relevant provisions of Client's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Contractor must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the

Contract and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the contract.

30. **Fingerprinting Requirements**. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the Client's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor must provide for the completion of a Fingerprint Certification form, in the Client's required format, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the Client's pupils. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq. and will comply with any such requirements.

31. **Confidentiality.** Contractor hereby acknowledges that certain records and information maintained by the Client, or by Contractor on behalf of the Client, are protected by law and shall not be released to third parties without express authorization from the Client. Such records include, but are not limited to, student records (i.e., any item of information relating to an identifiable student) and personnel records. In addition, all ideas, memoranda, plans, strategies, and documents shared with Contractor by Client in connection with the performance of this Contract, not generally known to the public, shall be held confidential by Contractor. Contractor agrees that information acquired by Contractor during meetings with the Client's administrative team, or during closed session Board discussions are deemed confidential and, except to the extent required by law, shall not be shared with third parties without express authorization from the Client.

32. **Controlling Law; Venue.** The parties agree that California law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Stanislaus County, California.

33. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

34. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

35. **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Stanislaus County before one arbitrator. The arbitration shall be administered by the district's appointed arbitrator pursuant to its arbitration rules and procedures, if any. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

36. **Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

37. **Notices.** All notices or demands of any kind required or desired to be given by Client or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified, or registered, postage prepaid, addressed to the respective party at the addresses herein.

KNOWLEDGE SAVES LIVES, INC.

I HAVE READ THIS CONTRACT, INCLUDING ALL EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR

Signature

Paul Llanez, Chief Executive Officer
Authorized Representative Printed Name

07/29/2026
Date

CLIENT

Signature

Printed Name Client Authorized Representative

Date

MAIL CORRESPONDENCE TO

Luiana Irizarry, Chief Financial Officer
Knowledge Saves Lives Inc.
312 S. Roselawn Avenue
Turlock, CA 95380

KNOWLEDGE SAVES LIVES, INC

EXHIBIT A

PAYMENT TERMS

The Tracy Unified School District shall pay Knowledge Saves Lives Incorporated the total amount of:

Total:

$4,995.00

For services described in the attached document. Invoice payments should be made to:

Knowledge Saves Lives Inc.
312 S. Roselawn Avenue
Turlock, CA 95380

Emergency preparedness service(s) will be scheduled by The Tracy Unified School District. Once the service(s) has been completed, the payment for the individual service(s) shall be due Net 30 days from completion.

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KNOWLEDGE SAVES LIVES, INC.

EXHIBIT B

STATEMENT OF WORK

Contractor shall provide the following services:

School Lockdown Training - In-Person CA SB 553 & AB 1858 Compliant

$7995 for groups up to 125 $4995 for small groups of 40 or less

Our 2, 3, or 4-hour site-specific lockdown training courses are designed for up to 125 school employees (maximum of 32 people per station). The training curriculum is designed based on the layout of the property as well as the design of the building or area where the employees work. In this training, four subject matter expert instructors will provide specific instruction regarding workplace violence prevention and mitigation. The attendees will learn both evacuation and lockdown best practices and conduct walk through scenarios for various emergency situations. Attendees will learn vital skills such as situational awareness, best practices for response options to workplace violence, and physical response options such as using a fire extinguisher as an improvised weapon. The conclusion of the training event includes a timed, live drill to help attendees self-evaluate their responses to a mock emergency.

KSL, Inc. is responsible for providing all equipment including fire extinguishers, portable radios, signs in English and Spanish, mobile hand sanitizing stations, training aides, and any other necessary equipment. KSL, Inc. is also responsible for sending subject matter expert consultants to the training to instruct your staff. This site-specific training program is recognized statewide and is being utilized by state, county, and municipal agencies, and departments. This program is also utilized by hundreds of California school districts, colleges, public and private organizations, and churches.

Included

- 2, 3, or 4-Hour Site-Specific lockdown training. Instructors provide lectures, discussions, and role-playing exercises to guide participants in preventing and responding to school violence.
- The instructor team will develop and provide a custom training outline with multiple site-specific scenario stations.

Sample Training Outline

- Introduction & Objectives: Provides an overview of safety strategies designed to manage and reduce the risk of an active threat on school campuses. Instructors introduce nationally recognized response principles—Run, Hide, Fight—and explain how these apply during and after a school-based emergency.
- Situational Awareness: Attendees are trained to identify threats early using the OODA loop (Observe, Orient, Decide, Act) model. This segment emphasizes recognizing danger from a distance, evaluating available options, and implementing appropriate physical or procedural responses.
- Classroom Lockdown Strategies: Instructors lead live demonstrations on how to effectively secure a classroom during an active threat. The session includes practical tips and a guided discussion on lockdown techniques that prioritize safety and rapid response.
- Office Lockdown Procedures: Focuses on securing or evacuating administrative areas during emergencies. Participants learn how to issue effective public safety announcements and practice tailored lockdown strategies for offices and shared spaces.
- Improvised Defense Options: Instructors demonstrate how to utilize common items, such as fire extinguishers, as improvised tools for last-resort defense. Practical examples and group discussion help reinforce safe decision-making under duress.
- Live Drill Exercise: Participants engage in a live emergency drill designed to assess their retention and application of learned lockdown protocols. The drill simulates a realistic active threat scenario to enhance preparedness and confidence.
- Q&A + Site-Specific Consultation: The course concludes with a Q&A session and site- specific guidance. Instructors answer questions related to workplace violence reporting, role-specific responsibilities, and individual workspace concerns not addressed during the main training.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES
MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 5, 2026
SUBJECT: **Approve Special Contract Services Agreement with AVID College Tutors for the 2026-27 School Year**

BACKGROUND: Ben Marquez will be hired through an Agreement for Special Contract Services as AVID College Tutors by Tracy Unified School District for the time period of August 26, 2026 to June 4, 2027. In addition, under this agenda item, future AVID tutors for the 2026-2027 school year will be hired on Agreements for Special Contract Services in the event that the original tutors are unable to fulfill their contracts and/or additional tutors are needed.

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

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

FUNDING: The tutors will be paid by the District and reimbursed from the AVID District Budget. Tutors will be paid at $16.90 per hour. Each tutor will work the hours that he/she has been allotted per the individual contract. The total amount to be paid to each AVID tutors shall not exceed $4,056.

RECOMMENDATION: Approve Special Contract Services Agreement with AVID College Tutors for the 2026-2027 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties:
   AVID tutor for AVID elective courses at high school, middle school, and TK-8 sites.

   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 240 HOURS, under the terms of this agreement at the following location Various Sites.

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

   a. District shall pay $$16.90 per HOUR, not to exceed a total of $4,056.00. Contractor shall only be paid for work completed to the satisfaction of the 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 MONTHLY PROGRESS BASIS 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, airfare (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 08/26/2026, and shall terminate on 06/04/2027.

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 at 209-830-3232 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Ben Marquez
Contractor Signature 08/09/2026

NA
Title

Contractor Signature

Title

TRACY UNIFIED SCHOOL DISTRICT:

District Authorized Signature

Date

RS 0709
Funding Source

District Office
Site/Department

Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: Aug 3, 2026
SUBJECT: **Approve Agreement for Special Contract Services with Renaissance**

BACKGROUND: Renaissance provides assessment services to school districts that are user-friendly, standards-based, and helpful for guiding instruction for better learning outcome for students. The system has the capability to administer and receive assessment results, create, upload, and give standards-based assessment. The Renaissance contract provides 13,500 student licenses and includes grading software and access to key data systems, Inspect Premium item bank. Renaissance's DnA Illuminate platform can help by using a live proctor to monitor student's progress. It also has item banks for ELA, Math, and Science that can be used to quickly create standard's based assessments for online or for paper/pencil administration. DnA Illuminate provides over 20 pre-built reports or educator can create custom report using the easy graphics. The pre-built or custom report can be filtered by using demographic data to identify subgroup achievement gaps. Renaissance also has a FastBridge component which provides a universal screening, skills analysis and progress monitoring for reading, math, and behavior. The system provides data analysis to identify who is at risk and determine next steps. FastBridge drives student's achievement by using powerful data from progress monitoring, adaptive testing, and universal screening tools. FastBridge is the only system that monitors student learning in half the time as their competitors. The platform also includes self-paced learning tools and online certification tracking ensuring training and support for our educators.

RATIONALE: This contract meets Tracy Unified District Goals 1 and 3. Goal 1: Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or career goals. Goal 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and students.

FUNDING: The contract is for $205,443.66 and will be paid out of lottery funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Renaissance.

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

Renaissance
2911 Peach Street, Wisconsin Rapids, WI 54494-1905
PO Box 8036, Wisconsin Rapids, WI 54495
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-479554 v3

Tracy Unified School District - 398073

Primary Contact
Dean Reese
Email - dreese@tusd.net
1875 W Lowell Ave
Tracy, CA 95376-2291

Billing Account
Tracy Unified School District – 398073
Email - accountspayable@tusd.net
1875 W Lowell Ave
Tracy, CA 95376-2291

Quote Summary	
School Count: 20	
Renaissance Products & Services Total	$237,095.00
Applied Discounts	**($31,651.34)**
Estimated Sales Tax	$0.00
Shipping Cost	$0.00
Grand Total	**USD $205,443.66**

This quote includes: Services and FastBridge.

By signing below, Customer:

- Acknowledges that the Person signing this Quote is authorized to do so on behalf of Customer.
- Agrees Customer's access to and use of the Products and Services referenced in the Quote (and any other quote issued to Customer during the Subscription Period) are subject to compliance with the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R62416.pdf, incorporated herein by reference.
- Acknowledges and agrees that the applicable Data Protection Addendum and Privacy Notices located at https://docs.renaissance.com/R62068 are incorporated into this Agreement. Additional information about Renaissance's privacy and security is available at https://www.renaissance.com/privacy/.

To accept this offer and place an order, please sign and return this Quote.

Requested Invoice Date: 01-Jul-2026

Renaissance will issue an invoice for this Quote on the Requested Invoice Date indicated above. If Customer requires a purchase order, Customer agrees to provide the purchase order to Renaissance prior to the Requested Invoice Date. Customer agreed to pay the invoice within 30 days after the Requested Invoice Date.

Customer indicates that no Purchase Order is required, and that Billing Account information is correct.

Renaissance Learning, Inc.	Tracy Unified School District
Ted Wolf	By:
Name: Ted Wolf	Name:
Title: Chief Financial Officer	Title:
Date: 28-May-2026	Date:

Please e-sign OR print, sign, and return this Quote to your Account Representative Justin Mahan-Strupp at justin.mahan-strupp@renaissance.com. For any changes or additional information, please reach out by email or phone at (510) 244-0269. Thank you.

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All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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Quote
Q-479554 v3

Quote Details
Tracy Unified School District – 398073

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2026 - 30-Jun-2027			
Bundle			
DnA Subscription	13500	$8.82	$119,070.00
Renaissance Core Professional Learning Package	1	$4,025.00	$4,025.00
		Quote Year 1 Subtotal	**$123,095.00**
		Tracy Unified School District SubTotal	**$123,095.00**
		Applied Discounts	**($5,751.34)**
		Tracy Unified School District Total	**$117,343.66**

Art Freiler Elementary School – 1402751

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2026 - 30-Jun-2027			
FastBridge			
FastBridge Subscription	525	$11.40	$5,985.00
		Quote Year 1 Subtotal	**$5,985.00**
		Art Freiler Elementary School SubTotal	**$5,985.00**
		Applied Discounts	**($1,359.75)**
		Art Freiler Elementary School Total	**$4,625.25**

Central Elementary School – 285374

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2026 - 30-Jun-2027			
FastBridge			
FastBridge Subscription	525	$11.40	$5,985.00
		Quote Year 1 Subtotal	**$5,985.00**
		Central Elementary School SubTotal	**$5,985.00**
		Applied Discounts	**($1,359.75)**
		Central Elementary School Total	**$4,625.25**

Duncan-Russell Continuation School – 3578887

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2026 - 30-Jun-2027			
FastBridge			
FastBridge Subscription	525	$11.40	$5,985.00
		Quote Year 1 Subtotal	**$5,985.00**
		Duncan-Russell Continuation School SubTotal	**$5,985.00**

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Applied Discounts	**($1,359.75)**
Duncan-Russell Continuation School Total	**$4,625.25**

Earle E. Williams Middle School – 285392

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2026 - 30-Jun-2027			
FastBridge			
FastBridge Subscription	525	$11.40	$5,985.00
Quote Year 1 Subtotal			**$5,985.00**
Earle E. Williams Middle School SubTotal			**$5,985.00**
Applied Discounts			**($1,359.75)**
Earle E. Williams Middle School Total			**$4,625.25**

George Kelly Elementary School – 1979414

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2026 - 30-Jun-2027			
FastBridge			
FastBridge Subscription	525	$11.40	$5,985.00
Quote Year 1 Subtotal			**$5,985.00**
George Kelly Elementary School SubTotal			**$5,985.00**
Applied Discounts			**($1,359.75)**
George Kelly Elementary School Total			**$4,625.25**

JOHN C KIMBALL HIGH SCHOOL – 11122546

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2026 - 30-Jun-2027			
FastBridge			
FastBridge Subscription	525	$11.40	$5,985.00
Quote Year 1 Subtotal			**$5,985.00**
JOHN C KIMBALL HIGH SCHOOL SubTotal			**$5,985.00**
Applied Discounts			**($1,359.75)**
JOHN C KIMBALL HIGH SCHOOL Total			**$4,625.25**

Louis Bohn Elementary School – 285409

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2026 - 30-Jun-2027			
FastBridge			
FastBridge Subscription	525	$11.40	$5,985.00
Quote Year 1 Subtotal			**$5,985.00**
Louis Bohn Elementary School SubTotal			**$5,985.00**
Applied Discounts			**($1,359.75)**
Louis Bohn Elementary School Total			**$4,625.25**

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McKinley Elementary School – 1341896			
Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2026 – 30-Jun-2027			
FastBridge			
FastBridge Subscription	525	$11.40	$5,985.00
		Quote Year 1 Subtotal	**$5,985.00**
		McKinley Elementary School SubTotal	**$5,985.00**
		Applied Discounts	**($1,359.75)**
		McKinley Elementary School Total	**$4,625.25**

Melville Jacobson Elementary School – 285398			
Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2026 – 30-Jun-2027			
FastBridge			
FastBridge Subscription	525	$11.40	$5,985.00
		Quote Year 1 Subtotal	**$5,985.00**
		Melville Jacobson Elementary School SubTotal	**$5,985.00**
		Applied Discounts	**($1,359.75)**
		Melville Jacobson Elementary School Total	**$4,625.25**

Merrill West High School – 285381			
Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2026 – 30-Jun-2027			
FastBridge			
FastBridge Subscription	525	$11.40	$5,985.00
		Quote Year 1 Subtotal	**$5,985.00**
		Merrill West High School SubTotal	**$5,985.00**
		Applied Discounts	**($1,359.75)**
		Merrill West High School Total	**$4,625.25**

Monte Vista Middle School – 307523			
Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2026 – 30-Jun-2027			
FastBridge			
FastBridge Subscription	525	$11.40	$5,985.00
		Quote Year 1 Subtotal	**$5,985.00**
		Monte Vista Middle School SubTotal	**$5,985.00**
		Applied Discounts	**($1,359.75)**
		Monte Vista Middle School Total	**$4,625.25**

North Elementary School – 285400

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Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2026 - 30-Jun-2027			
FastBridge			
FastBridge Subscription	525	$11.40	$5,985.00
		Quote Year 1 Subtotal	**$5,985.00**
		North Elementary School SubTotal	**$5,985.00**
		Applied Discounts	**($1,359.75)**
		North Elementary School Total	**$4,625.25**

Poet-Christian Elementary School – 285401

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2026 - 30-Jun-2027			
FastBridge			
FastBridge Subscription	525	$11.40	$5,985.00
		Quote Year 1 Subtotal	**$5,985.00**
		Poet-Christian Elementary School SubTotal	**$5,985.00**
		Applied Discounts	**($1,359.75)**
		Poet-Christian Elementary School Total	**$4,625.25**

South/West Park Elementary School – 285403

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2026 - 30-Jun-2027			
FastBridge			
FastBridge Subscription	525	$11.40	$5,985.00
		Quote Year 1 Subtotal	**$5,985.00**
		South/West Park Elementary School SubTotal	**$5,985.00**
		Applied Discounts	**($1,359.75)**
		South/West Park Elementary School Total	**$4,625.25**

Stein (George & Evelyn) High School – 285388

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2026 - 30-Jun-2027			
FastBridge			
FastBridge Subscription	525	$11.40	$5,985.00
		Quote Year 1 Subtotal	**$5,985.00**
		Stein (George & Evelyn) High School SubTotal	**$5,985.00**
		Applied Discounts	**($1,359.75)**
		Stein (George & Evelyn) High School Total	**$4,625.25**

Tracy Adult Education School – 285404

Products & Services	Quantity	Unit Price	Total

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Quote Year 1: 01-Jul-2026 - 30-Jun-2027			
FastBridge			
FastBridge Subscription	525	$11.40	$5,985.00
		Quote Year 1 Subtotal	**$5,985.00**
		Tracy Adult Education School SubTotal	**$5,985.00**
		Applied Discounts	**($1,359.75)**
		Tracy Adult Education School Total	**$4,625.25**

Tracy High School – 702895

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2026 - 30-Jun-2027			
FastBridge			
FastBridge Subscription	525	$11.40	$5,985.00
		Quote Year 1 Subtotal	**$5,985.00**
		Tracy High School SubTotal	**$5,985.00**
		Applied Discounts	**($1,359.75)**
		Tracy High School Total	**$4,625.25**

Villalovoz Elementary School – 285406

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2026 - 30-Jun-2027			
FastBridge			
FastBridge Subscription	525	$11.40	$5,985.00
		Quote Year 1 Subtotal	**$5,985.00**
		Villalovoz Elementary School SubTotal	**$5,985.00**
		Applied Discounts	**($1,359.75)**
		Villalovoz Elementary School Total	**$4,625.25**

Wanda Hirsch Elementary School – 384134

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2026 - 30-Jun-2027			
FastBridge			
FastBridge Subscription	550	$11.40	$6,270.00
		Quote Year 1 Subtotal	**$6,270.00**
		Wanda Hirsch Elementary School SubTotal	**$6,270.00**
		Applied Discounts	**($1,424.50)**
		Wanda Hirsch Elementary School Total	**$4,845.50**

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subsidiaries, registered, common law, or pending registration in the United States. All other product and company names should be considered the property of their respective companies and organization

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 25, 2026
SUBJECT: **Approve Agreement with Timely for the 2026–2027 School Year**

BACKGROUND: As master scheduling needs have become increasingly complex, technology-based tools have become available that can supplement existing student information systems and support the master scheduling process. Timely is a scheduling platform designed specifically for K–12 schools that uses optimization technology to assist school teams in developing and evaluating master schedule scenarios. Creating a more efficient master schedule has the potential to allow students greater access to courses while also saving resources through eliminating inefficiencies in the master schedule.

RATIONALE: The District proposes a one-year pilot of the Timely scheduling platform at one comprehensive high school to evaluate its effectiveness in supporting the development of a more efficient, responsive, and student-centered master schedule. The pilot will provide an opportunity to assess whether Timely's scheduling and optimization capabilities can improve the use of student course-request data, staffing and facility constraints, and programmatic requirements while reducing the time and complexity associated with the traditional master scheduling process.

This Agenda item meets District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Timely will be paid by the District Unrestricted funds. The total amount to be paid per year shall not exceed $15,000.00.

RECOMMENDATION: Approve Agreement with Timely for the 2026–2027 School Year.

Prepared by: Dr. Zachary Boswell, Associate Superintendent for Education Services.

Timely

[SY26-27] - Tracy Joint Unified

Tracy Joint Unified
1875 Lowell Avenue
Tracy, CA 95376
United States

Zachary Boswell
zboswell@tusd.net

Reference: 20260609-102705001
Quote created: June 9, 2026
Quote expires: September 11, 2026
Quote created by: Lisa Padilla

lisa.padilla@timelyschools.com

Comments from Lisa

Timely helps school and systems leaders streamline scheduling processes, reduce manual work, and build efficient, student-centered schedules that align with student needs and organizational priorities — free from the constraints of spreadsheets or legacy tools.

Timely will provide Client access to the Timely scheduling platform, along with ongoing support from our team, for the following Client's schools:

Tracy High School

We're excited to share this quote as a next step in partnering together!

License start date: September 1, 2026
License end date: August 31, 2027

Products & Services

Item & Description	Quantity	Unit Price	Total
Timely for High School	1	$15,000.00 / year	$15,000.00 / year
Summer proof of concept	1	$0.00	$0.00

	Annual subtotal	$15,000.00
	One-time subtotal	$0.00
	Total	**$15,000.00**

Terms and Conditions:

This price quote from Timely Schools, Inc. having an address at 19 Ruskin Street, MA 02132 ("Company") has been prepared for the Customer Name displayed above. Customer's use of Timely's software and services shall be subject to the Timely Terms and Conditions of Use, (**Version 1.1**, as posted at www.timelyschools.com/msa-dsa as of the date of this quote).

Payment Terms:

All invoiced amounts are due within thirty (30) days of the invoice date (Net 30). Late payments may be subject to a late fee as described in Timely's Terms and Conditions of Use under section 4.1 Fees & Payment Terms.

Tax Exemption:

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate to procurement@timelyschools.com.

Questions? Contact me

Lisa Padilla
lisa.padilla@timelyschools.com

Timely Schools, Inc.
19 Ruskin Street
West Roxbury, Massachusetts 02312
United States

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 3, 2026
SUBJECT: **Approve Funding of the Agriculture Incentive Grant for Tracy High School for the 2026-2027 School Year**

BACKGROUND: The State Department of Education requires that school districts submit applications to receive funding for the Agricultural Incentive Grant and the Specialized Agriculture Incentive Grant, and that these applications be approved by the local school board. Such approval indicates that the Board agrees to follow all applicable regulations.

RATIONALE: The Agricultural Incentive Grant provides additional funds for equipment, materials, and travel for students. The grant money provided to the Tracy Agriculture Department will be used for technology improvements, assist in the purchasing of materials to ensure a quality learning environment, and allows students to attend leadership conferences from the national to the local level. By accepting this grant, the District agrees to supplement the agriculture program by an in-kind match of the funds in the amount of $33,625.00. This meets Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Agriculture Incentive Grant - $33,625.00.

RECOMMENDATION: Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2026-2027 School Year.

Prepared by: Mr. Jon Waggle, Principal, Tracy High School.

Application for Funding
Agricultural Career Technical Education
Incentive Grant Program Year 2026–2027

(for use by High School and Combined Middle and High School Programs)

Project Duration: July 1, 2026, to June 30, 2027

School Site: Tracy High School

District: Tracy Joint Unified School District

Certification:

I hereby certify that the school district named above will abide by and follow all applicable state and federal laws and regulations; that to the best of my knowledge, the information contained in this application is correct and complete; and that the school district acknowledges and certifies the district's intent to abide by and follow the below certifications and assurances:

a. General Assurances and Certifications 2026-27 web page at https://www.cde.ca.gov/ci/gs/fp/cte/generalassurances2026-27.asp

b. The school district certifies to the Superintendent of Public Instruction that the grant funds received and the matching funds contributed by the district shall be used solely for the purpose of purchasing or leasing equipment for use in agricultural career technical education programs. [*Education Code* 52461(b)]

c. The school district certifies and assures that the ACTEIG grant funds will be used to supplement, not supplant, the school district's ongoing expenditures for the Agricultural Career Technical Education Program.

Signature of Superintendent or Designee

Superintendent
Title of Designee

Signature of Agriculture Teacher Responsible for Program

Jon Wood
Signature of Principal

Agriculture Teacher Contact Cell Number: (510) 789-5117

School District Board Approval Date: 08/25/26

Name of Agriculture Teachers for 2025–26:

Francesca Carrillo

Jason Gentry

Pat Rooney

Yesenia Huerta

Brian Snyder

Part A - Base Funding

To qualify for the Agriculture Career Technical Education Incentive Grant, an applicant must meet all the following criteria or provide a Variance Request approved by the Regional Supervisor for each criterion not met. All evidence must be submitted with the original application.

☑ 1. Properly Credentialed Teachers:
Log on to the California Commission on Teacher Credentialing at https://www.ctc.ca.gov/ and provide a printout of credentials or a copy of current credentials. (2026 - Required for teachers who were hired during the 2025-26 school year.)

☑ 2. Professional Development:
Provide printout from teacher journal in Agriculture Experience Tracker (AET) verifying professional development activities. Each teacher (with 50% of their teaching assignment in agriculture) must have participated in **six** state-approved professional development activities during the 2025-26 school year. (2026 - Required)

☑ 3. Course Sequence:
Provide evidence of at least **one** two-year agriculture course pathway.
(2026 - Nothing required unless the pathway has changed since last year.)

☑ 4. Alternative Credits:
Submit description of at least **one** two-year agriculture course pathway.
(2026 - Only required for NEW pathways that were taught in 2025-26 or if changes have been made to your existing pathways.)

☑ 5. Grading of Future Farmers of America (FFA) and Supervised Agricultural Experience Participation (SAE):
Provide a copy of each course syllabus identifying the grading policy for FFA and SAE. (2026 - Only required for **NEW** courses that were taught in 2025-26 or if changes have been made to your department policies.)

☑ 6. Future Farmers of America (FFA) Constitution & By-Laws:
Provide a copy of the current FFA Chapter Constitution & Bylaws with the language relating to the election of officers highlighted.
(2026 - Nothing required unless there were changes in 2025-26.)

☑ 7. Future Farmers of America (FFA) Meetings:
Use meeting manager in AET or provide minutes for a minimum of six chapter meetings held during the 2025-26 school year. (2026 - Required)

☑ 8. Graduate Exit Survey:
Have completed graduate exit surveys submitted in AET. (2026- Required for all 2026 graduates)

9. Agriculture Advisory Committee:

☑ Provide a roster of the 2025-26 committee members with their roles and contact information. (Note: Ag teachers and administrators are ex officio/non-voting members of the Advisory Committee.) (2026 – Required)

☑ Provide minutes for **two** local Agriculture Advisory Committee meetings. (Note: District- wide CTE, Academy, and/or ROP committees will not be accepted.) (2026 - Required)

Roster & minutes templates are available here:
https://calaged.org/resources/program_management

PART A – Base Funding (Continued)

Qualified Program ($6,000) to each site		$ 6,000
Number of Agriculture Teachers (with at least 50% of their teaching assignment in agriculture) in 2025-26?	5	
Teacher-based funding (Number of teachers x $500)		$ 2,500
Number of Students as identified on the 2025-26 FFA Membership roster?	475	
Student-based funding (Number of students x $15)		$ 7,125

Class size funding only applies to Agriculture Teachers with at least 50% of their teaching assignment in agriculture.

Class size funding A (number of teachers meeting level A in all classes – 28 in classroom/22 in shop classes)	2	
Class size A funding (Number of teachers meeting level A class size x $2,000)		$ 4,000
Class size funding B (number of teachers meeting level B in all classes – 31 in classroom/25 in shop classes)	2	
Class size B funding (Number of teachers meeting level B class size x $1,000)		$ 2,000

SAE Period - funding will only be granted if the period is provided in addition to the regular preparatory period provided to all teachers; no students can be assigned to this period

Number of teachers receiving SAE period(s) in 2025-26	1	
SAE Period funding (Number of teachers receiving SAE periods x $2,000)		$ 2,000

Extended Contract - funding will only be granted if the extended contract provided is at least $2,000 per teacher

Number of teachers receiving Extended Contract in 2025-26	5	
Extended Contract funding (Number of teachers receiving Extended Contracts x $2,000)		$ 10,000
Total Part A – Base Funding:		$ 33,625

PART B – Excellence in Ag Education Funds

Applicants may qualify for up to $ 10,000 of additional funding based on their ability to meet the Professional Development requirement and the Agricultural Advisory Committee meeting requirement listed at the beginning of this section. If a program does not meet these two requirements, they are not eligible to apply for Part B funding.

There are three sections where an applicant may qualify for additional funding in Part B: 1) Classroom; 2) Leadership Development (FFA); and 3) Supervised Agricultural Experience (SAE). A program must meet all criteria listed in that specific section to be eligible to receive additional funding for that section. If any of the criteria listed in a section is not met in the section, the applicant is not eligible for funding in that section. Verification of meeting criteria will be taken from entries in the AET as well as other documentation provided by the applicant. The AET report will be developed based on data as of June 30th. This report will be used to complete Part B and will be included as part of the application. Other documentation must be submitted at the time the original application is submitted to the Regional Supervisor.

Professional Development – Each teacher (with at least 50 percent of their teaching assignment in agriculture during 2025-26) must have participated in **eight** state-approved professional development activities.

- This will be verified by reviewing the documentation provided for Part A – Base Funding (#2). No additional evidence is required.

Agriculture Advisory Committee: Provide the minutes for a **third** local Agriculture Advisory Committee meeting held during the 2025-26 school year.

- *Note: District-wide CTE, Academy, and/or ROP committees will not be accepted*
- Roster & minutes templates are available here: https://calaged.org/resources/program_management

CLASSROOM	Minimum Percentage	Program Percentage
Freshman Retention - Percentage of freshman cohort that completed three years of Agriculture education enrollment.	30%	
Graduation/4-year Completer - Percentage of graduates who were enrolled in agriculture education courses all four years of high school.	30%	
Student Certifications - Percentage of students who complete approved Industry Validated Certifications.	20%	

If the applicant meets or exceeds the minimum percentage in the above required area, then they are eligible for an additional $3,333. 0

LEADERSHIP DEVELOPMENT (FFA)	Minimum Percentage	Program Percentage
FFA Activities: Chapter - Percentage of different members who participated in at least two local FFA activities.	70%	
FFA Activities: Above Chapter - Percentage of members who participated in at least one FFA activity above the chapter level.	30%	
Community Service - Percentage of different members who participated in at least one community service activity.	30%	

If the applicant meets or exceeds the minimum percentage in all of the above required areas, then they are eligible for an additional $3,333. 0

Supervised Agricultural Experience (SAE)	Minimum Percentage	Program Percentage
SAE Assessments - Number of students with SAE Supervision Assessments.	40%	
Active SAE - Percent of 7th/8th/9th grade and first-year students with an active (>10hrs) SAE	60%	
Active SAE - Percent of 10th/11th/12th grade continuing students with an active (>50hrs) SAE	50%	
SAE Awards: Percent of students with engagement in SAE Awards (Discovery Degree, Proficiencies, Agriscience Fair)	20%	

If the applicant meets or exceeds the minimum percentage in all of the above required areas, then they are eligible for an additional $3,334. 0

Part B - Excellence in Ag Education Funding 0

Part A – Base Funding: $ 33,625

Part B – Excellence in Ag Education Funding: 0

Grand Total Funding: 33625

Budget Report
Agricultural Career Technical Education
Incentive Grant

July 1, 2026 – June 30, 2027

School Site: Tracy High School

District: Tracy Joint Unified School District

Budget Category 4000: Books and Supplies

Item	Budget (Column A)	Budget Match (Column B)
Books and Supplies	7625.00	7625.00
Total 4000	7625	7625

Budget Category 5000: Services and Operating Expenses, Travel, Conferences, Rentals, etc.*

*Each Line Item in Object Code 5000 must be matched.

Item	Budget (Column A)	Budget Match (Column B)
Operating Expenses	7000.00	7000.00
Travel	10500.00	10500.00
Conferences	7500	7500
Total 5000	25000	25000

Budget Category 6000: Capital Outlay*

*Each Line Item in Object Code 6000 must be matched.

Item	Budget (Column A)	Budget Match (Column B)
Equipment	1000.00	1000.00
Total 6000	1000	1000
Grand Totals:	33625	33625

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 3, 2026
SUBJECT: **Approve Purchase of Four Graphic Arts Desktop Computers at Tracy High School**

BACKGROUND: A technology grant was written when the Graphic Art class was started that allowed the purchase of flatbed scanners, digital drawing tablets, and large format screen drawing tablets. This was to give students access to some industry grade equipment to supplement the curriculum.

RATIONALE: The flatbed scanners and large format screen drawing tablets have not been utilized because all current desktops are used by students. The purchase of four dedicated desktop computers will allow for the proper utilization of the new equipment. The four large format screen drawing tablets are hardware peripherals similar to touch-screen monitors. Student desktop stations do not have the physical space to accommodate this. Therefore, by obtaining four additional desktops, both the scanners and the screen drawing tablets can be set up as separate, unassigned stations that all students can access. This aligns with District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The cost of four desktop computers will not exceed $6,629.23 and will be covered by Prop 28 funds.

RECOMMENDATION: Approve Purchase of Four Graphic Arts Desktop Computers at Tracy High School.

Prepared by: Jon Waggle, Principal, Tracy High School.

Emergent Technology Services
10463 Grant Line Rd Ste 113
Elk Grove, CA 95624 USA
+19166224111
lisa@emergentechservices.com
www.emergentechservices.com

EMERGENT

ADDRESS
Tracy USD
1875 W Lowell Ave
Tracy, CA 95376

SHIP TO
Tracy USD
1975 W Lowell Ave
Tracy, CA 95376

Estimate E27-2995

DATE 08/04/2026

EXPIRATION DATE 08/31/2026

ACTIVITY	QTY	RATE	AMOUNT
HP BH9E4UT HP EliteDesk 8 G1i Desktop Computer - Intel Core Ultra 5 235 - vPro Technology - 16 GB - 512 GB SSD - Small Form Factor	4	1,531.00	6,124.00T

Please make PO out to Emergent Technology Services Inc.

*Pricing and availability are subject to change at any time due to tariffs, global supply constraints, and market conditions.

SUBTOTAL	6,124.00
TAX	505.23
TOTAL	**$6,629.23**

Accepted By

Accepted Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 29, 2026
SUBJECT: **Ratify Agreement for Contract Services with 360 Degree Customer, Inc for the 2026–2027 School Year**

BACKGROUND: Students with disabilities require specialized instruction and related services to ensure access to a free appropriate public education (FAPE). 360 Degree Customer, Inc provides staffing for unfilled positions when we are required to have people in those positions to meet the needs of students in Special Education.

RATIONALE: 360 Degree Customer, Inc will provide educational staffing services to ensure students with disabilities receive support required in their individual education plans. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for the 2026-2027 regular school year and related services will not exceed $5,500,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Contract Services with 360 Degree Customer Inc for the 2026–2027 School Year.

Prepared by: Jason Davis, Director of Special Education.

Master Service Agreement

This Staffing Service Agreement ("Agreement") is entered into as of the 1st day of July 2026 (the "Effective Date"), by and between 360 Degree Customer INC. (the "Company Party" herein referred to as 360), and Tracy Unified School District (the "Client"). The Agreement supersedes all other agreements and or contracts in place between the Client and Company Party. Client acknowledges the representative who signs any contract with 360 on behalf of the Client has full signing authority and by doing so, this Agreement and each Staffing Confirmation Agreement (in the form attached hereto as Exhibit A) shall be binding.

1. Services and Staffing Confirmation (Exhibit A)

(a) Subject to availability, 360 will provide the services of one or more Special Education Professional Associates (each an "Associate") on request from the Client on an as needed and as available basis (the "Services"). 360 will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If 360 elects to provide requested Services from Client, a confirmation and detailed terms of the assignment will be provided to the Client in a "Staffing Confirmation Agreement" in substantially the form attached hereto as Exhibit A (one form per assigned Associate). Each such Staffing Confirmation Agreement shall designate the Company Party with rights and obligations under this Agreement and under the Staffing Confirmation Agreement in connection with the applicable Services, and Client expressly acknowledges and agrees that the other Company Party shall have no such rights or obligations in connection with such Services.

(b) Each Staffing Confirmation Agreement entered into or to be entered into in connection with this Agreement is hereby incorporated herein by reference as if fully set forth in this Agreement. If there is a conflict between the terms of this Agreement and a Staffing Confirmation Agreement, the terms of this Agreement shall prevail. The Client acknowledges that by acceptance of this Agreement, no further contract is required per individual contractor, regardless of the specific details of the assignment, hours, rate, etc. Electronic timekeeping will be provided to the Client on a weekly basis. 360 will use commercially reasonable efforts to obtain signed timecards from Client however, signed timecards are not required for approval to process and bill. By signing this Agreement, Client acknowledges that all hours worked by the contractor will be billed to Client's district to be paid in full in accordance with the agreed upon payment terms, regardless of approval of the timecard submitted. A rejected timecard will be subject to review by 360, Associate, and Client.

The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to 360 by the earlier of (1) ninety (90) days after the claim arises, or (2) thirty (30) days after termination of the Associate's assignment pursuant to the Staffing Confirmation Agreement.

2. **Associates**

(a) 360 will refer qualified candidates without regard to race, sex, color, religion, national origin, marital status, veteran status, non-job-related medical condition, or any other statutorily protected category. The Client shall have the right of refusal regarding the Associate assigned by 360, consistent with the other terms of this Agreement, but agrees that no refusal will be made on account of race, gender, color, religion, national origin, marital status, veteran status, or any other statutorily protected category. The Client understands and agrees that any Associate assigned to the Client by 360, pursuant to this Agreement, shall perform all Services as an independent contractor to the Client and not as an employee, agent, partner, or venture participant of the Client.

(b) Associates shall perform Services at the work site of the Client or remotely and during the normal work hours of the Client. The Client will provide, at no cost to 360, working space facilities, and related services and supplies necessary to support each Associate engaged by the Client. Associates will work under the supervision and direction of the Client.

(c) The Client acknowledges that 360 typically checks Associates' references only by posing specific questions to certain past employers regarding skills and work history before placing an Associate on assignment. 360 typically conducts a limited background check but does not engage in any additional verification process (e.g., 360 does not screen for drug use, administer a medical exam, or conduct credit checks). Should the Client have additional compliance needs, Client is required to provide a written request with clear instructions at the time of requesting Services.

(d) The Client is responsible for supervising the assigned Associates(s). The Client will not permit or require an Associate: (1) to perform Services outside of the scope of his or her assignment (2) to sign contracts on behalf of the Client, (3) to make any management decisions, (4) to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or valuables, (5) to operate machinery (other than office machines) or automotive equipment, (6) to perform Services remotely (on premises other than the Client's premises), or (7) to use computers or other electronic devices, software or network equipment owned or licensed by the Associate.

(e) The Client agrees to provide safe working conditions and will orient all 360 employees at the start of any work engagement to the policies of the district including safety, hazard and emergency. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, the Client will notify 360 immediately: (1) of any obligations in the government contract or subcontract relating to wages, and (2) if 360 is legally required to initiate E Verify verification procedures for any associate. 360 reserves the right to re-assign any assigned Associate.

(f) Assigned Associates will execute any confidentiality agreement that the Client may reasonably require. The Client is responsible for obtaining the assigned Associate's signature. The Client agrees to hold in confidence the assigned Associate's social security number and other legally protected personal information, and further agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use modification or disclosure.

3. **Compensation and Payment Terms**

(a) The Client shall pay 360 an agreed hourly bill rate for each hour worked by an Associate as set forth in the applicable Staffing Confirmation Agreement, which will also specify the duration and location of the assignment. Overtime and Holiday hours worked will be billed at least 1.5 times the normal hourly bill rate, and in a greater amount if required by applicable State or local law. Holidays in consideration will be listed on the Staffing Confirmation Agreement. Overtime hours will be determined in accordance with applicable Federal, state, and local laws. Federal law defines overtime as hours more than 40 hours per week, and state laws vary. If state law requires double time pay, the double time hours will be billed at 2.0 times the normal hourly bill rate.

(b) Assigned Associates will present a time sheet record to the Client or its designated representative and use good faith efforts to verify hours at the end of each week. 360 will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. 360 invoices are due and payable within thirty (30) days of the billing date.

(c) If mutually agreed by Client, 360 may increase its rates for the Services provided under this Agreement to reflect increases in its costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit, and other costs. 360 will provide written or verbal notice of any increase in its rates for the Services, which shall be prospective only, which notice shall specify the proposed effective date of the increase.

(d) In no event shall Client's total payment to 360 for services satisfactorily rendered pursuant to this Agreement exceed the not-to-exceed amount of **Five Million Five Hundred Thousand Dollars ($5,500,000.00)**.

Remittance address: 360 Degree Customer Inc.
473 Sapena Ct. #7
Santa Clara, CA 95054

4. **Client Hiring of Associates and Conversion Fees**

(a) If the Client, after evaluating the performance and potential of an Associate on the job, desires to employ the Associate directly, the Client agrees to abide by certain restrictions and to pay any applicable "Conversion Fee" as provided herein below. The Conversion Fee, if applicable, is payable if the Client hires an assigned Associate, regardless of the employment classification on either a full time, temporary (including temporary assignments through another agency) or consulting basis within twelve (12) months after the last day of such Associate's assignment hereunder. The Client acknowledges that a Conversion Fee, if applicable, is also payable if the assigned Associate is hired by a subsidiary or other related company or business of the Client.

(b) The Client may elect to hire any Associate subject to payment of a fee equal to thirty-five percent (35%) of the Associate's annual total compensation, including bonuses (the "Conversion Fee"). The Client will pay the Conversion Fee to 360 within 30 days of billing. In order for an Associate to be hired as the Client's employee, the Client must have a zero balance on all outstanding invoices. The foregoing hiring restriction and Conversion Fee obligations shall survive until one (1) year after the last date of service by the subject Associate at the Client's facility. 360 agrees to waive its right to a

Conversion Fee after an Associate has completed 2,700+ contracted hours with Client.

(c) The Client shall provide 360 thirty (30) days prior written notice of its intention to offer employment to any Associate and shall immediately confirm in writing when it has extended the offer (in writing, verbally or otherwise), and when the 360 Associate accepts the offer (in writing, verbally, or otherwise). 360 will bill Client for the Conversion Fee after the 360 Associate accepts Client's offer. Conversion payment must be paid in full and have no outstanding balances prior to the Associate's scheduled first day as a district hire.

(d) Commencing on the first day that the Client includes on its payroll any Associate formerly referred to Client by 360, that Associate immediately ceases to be an independent contractor with respect to Client, 360 is no longer the Associate's employer, and is in no way liable in any way for that person's actions or omissions, tax deductions, workers' compensation insurance, unemployment compensation taxes or any other legally required taxes and withholdings.

5. **Direct Hire Fees**

(a) Should the Client wish to use 360 as a headhunter for permanent assignments, a "Contingency Direct Hire Fee" equal to thirty five percent (35%) of the candidate's annual salary will become payable to 360 when an offer, verbal or otherwise, is made by the Client and accepted by the candidate. Payment is due in full within thirty (30) days of invoice.

(b) **Replacement Policy:** If the candidate placed with Client voluntarily terminates his/her employment or is terminated for cause within sixty (60) days from the candidate's start date, 360 will offer a replacement courtesy for that candidate. 360 does not guarantee a replacement will be provided as it is contingent on candidate availability. However, the replacement policy is contingent upon full payment of the direct hire fee by Client within thirty (30) days of invoice.

6. **Right To Counsel: Coaching and Dismissals**

In instances of unsatisfactory performance of duties by an Associate, the Client agrees to make a good faith effort to rectify the issue, including a notice, in writing, to 360 outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by 360 staff. Should the issue not be resolved within a reasonable amount of time, the Client may request that the Associate be removed from the assignment. 360 will make every effort possible to comply with the Client's request as quickly as possible. Client agrees to honor the terms of this Agreement and pay invoices for hours performed by any Associate up to the time of dismissal from the Client's assignment.

7. **Cancellations**

Client must provide twenty (20) in-session school days (business working days) written notice of cancellation to 360. A cancellation fee equal to the scheduled hours for any shift cancelled is payable to 360 for all cancellations made with notice less than twenty (20) in-session school days (i.e. Associate business working days).

8. **Contract Termination**

This Agreement remains in effect from July 1, 2026 to June 30, 2027 or until terminated by either Party. This Agreement shall be terminable by either Party upon thirty (30) days prior written notice. Termination of this Agreement will also result in the termination of each Staffing Confirmation Agreement between ESES and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination if ESES reasonably determines that the assigned Associate's professional license or code of ethics has been compromised.

9. **Notices**

For the purposes of this Agreement, notice shall be effective to the Parties at the following addresses:

Client: Tracy Unified School District
1875 W. LOWELL AVE.
TRACY, CA 95376

ESES:

360 Degree Customer Inc.
473 Sapena Ct
Suite #7
Santa Clara, CA 95054

10. **Insurance, Indemnification and Limitation of Liability**

(a) 360 shall maintain and provide to the Client, upon written request, proof of any assigned Associate's valid professional license, if applicable, and proof of Worker's Compensation Insurance (which will be maintained per statutory requirements). Additionally, 360 shall procure and maintain insurance and upon written request, shall provide the Client with Certificates of such insurance covering the following risks:

- Professional Liability - $2,000,000 per Occurrence, $4,000,000 Aggregate
- General Liability - $2,000,000 per Occurrence, $4,000,000 Aggregate

(b) To the extent permitted by law, 360 will defend, indemnify, and hold the Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) arising from 360' performance or nonperformance of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in a Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct of 360 or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

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

11. **Miscellaneous**

(a) **Entire Agreement.** This Agreement contains the complete agreement between the Parties with respect to the subject matter thereof and may not be modified except by written agreement signed by both Parties. This Agreement supersedes all previous written or oral agreements between the Parties.

(b) **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, will inure to the benefit of and be binding on the successors and assigns of the respective Parties.

(c) **Disputes.** In the event of a dispute between the parties as to performance of the services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, 360 agrees it will neither rescind the Agreement nor stop the performance of the services, but will allow

determination by the court of the State of California, in San Joaquin County, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, 360 shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to 360's right to bring a civil action against Client. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

(d) **Governing Law**. The validity and interpretation of any terms or provisions of this Agreement of the rights and duties of the Parties hereunder shall be governed and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules.

(e) **Confidentiality**. 360 and all 360's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the services. 360 understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records.

360 shall keep confidential and shall not disclose to any person or entity (i) student health or academic records or reports; and/or (ii) any student records as defined in California Education Code Section 76210 and/or the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), unless disclosure is authorized by (a) the student in writing, or (b) disclosure is ordered by a court of competent jurisdiction.

This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

(f) **Severability.** The Parties agree that each of the provisions included in this Agreement is separate, distinct, and severable from the other and remaining provisions of the Agreement; and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.

(g) **Authority.** The Client signatory, herein below, specifically warrants that such individual has the capacity and authority to represent, contract on behalf of and bid the Client with respect to the obligations, rights, and duties contained herein.

(h) **Certifications.** 360 shall not begin performance of this Agreement until it provides completed copies of the workers' compensation and fingerprinting certifications attached hereto.

[*Signature Pages Follow*]

Once signed by Director of 360 Degree Customer INC., no further revisions or changes can be made or accepted.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

"360 Degree Customer Inc."

By:_____

Gulneesh Mukhija, Director

"Client"

Tracy Joint Unified School District

By:_____

Name, Title: _____

Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement - Exhibit A") is entered into on _____ by and between 360 Degree Customer Inc. and Tracy Joint Unified School District collectively referred to herein as "the Parties."

The Parties agree to the below:

Associate Name:		Assignment Dates:
District Name and Address: Tracy Joint Unified School District 1875 W. Lowell Avenue, Tracy, CA 95376		Schedule:
District Telephone Number:: 209-830-3270		Hours Per Week:
District Department Director Name: Jason Davis		Estimated Caseload:
Billing Address:1875 W. Lowell Avenue		Approved Time Off:
Billing Telephone Number: 209-830-3270		Bill Rate:
Billing Contact Info: Assistant to the Director of Special Education		Overtime/Holiday Rate:
Billing Email Address:ecamacho@tusd.net		*Mileage Reimbursement:
Timesheet Approver Email Address and Name: Secretary to the Director of Special Education, mfedelin@tusd.net		First Day Details:

Supervision/Materials and Equipment: Client will provide appropriate supervision, materials and equipment to Associate.

Mileage Reimbursement: billed and reimbursed at IRS rate. Applicable when Associate commutes to more than 1 working location per day.

Cancellation of Services: A minimum 20 working day written notice must be given to 360 Degree Customer Inc. directly for cancellation or early termination of contract.

Payment Terms: Payment is due in full within thirty (30) days of invoice.

All time over 40 hours in a work week will be paid at time and one half (1.5) (CA- anything over 8 hours in a day will be paid at time and one half (1.5))

Client acknowledges and agrees that this Staffing Confirmation Agreement contains the specific terms of the individual contractor's assignment for services in accordance with the terms of the 360 Degree Customer Inc. Master Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the 360 Degree Customer Inc. Master Services Agreement, the terms of the 360 Degree Customer Inc.Master Services Agreement shall prevail.

(a) Associate enters into this Agreement as an independent contractor and not as an employee of Client. 360 shall have no power or authority by this Agreement to bind Client 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 360 are employees, agents, contractors or subcontractors of 360 and not of the Client. The Client shall not be obligated in any way to pay any wage claims or other claims made against 360 by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

(b) 360 shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence; two million dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the Client and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by 360 herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by Client. Client reserves the right to adjust its insurance requirements as needed.

(c) Associate [x] WILL [ ] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, 360 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 360 and/or its employees.

(d) 360 agrees to hold harmless and to indemnify Client for: Any injury to person or property sustained by 360 or by any person, firm or corporation employed directly or indirectly by 360 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, to the extent arising out of the gross neglect, default or willful omission of 360, or any person, firm or corporation directly or indirectly employed by 360 under this Agreement, and 360 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 Client for any such claim or demand, and pay or satisfy any judgment that may be rendered against Client in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require 360 to hold harmless or indemnify Client for liability or damages resulting from the negligence or willful act or omission of Client or its officers, agents or employees.

[END OF EXHIBIT "A"]

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 3, 2026
SUBJECT: **Approve Contract Services Agreement with Exploring New Horizons for Outdoor Education Science Camp for Williams Middle School for the 2026-27 School Year**

BACKGROUND: Exploring New Horizons is a nonprofit outdoor education organization that provides residential science camp experiences for students throughout Northern California. Williams Middle School plans to send approximately 100 students and 10 chaperones to Outdoor Education Science Camp from October 27-30, 2026. Students will participate in hands-on, standards-based science instruction focused on environmental literacy, ecology, and conservation while engaging in outdoor learning experiences led by trained naturalists. The program also provides opportunities for teamwork, leadership development, and social-emotional growth.

RATIONALE: Williams Middle School is committed to providing students with meaningful educational experiences that extend learning beyond the classroom. Exploring New Horizons offers hands-on science instruction that reinforces classroom curriculum while promoting collaboration, responsibility, and environmental stewardship. Participation in Outdoor Education Science Camp supports the district's goal of increasing student achievement through engaging, experiential learning opportunities.

FUNDING: The cost, not to exceed $45,000 (including transportation), will be funded through school ASB funds. TUSD will reimburse up to $125 per student.

RECOMMENDATION: Approve Contract Services Agreement with Exploring New Horizons for Outdoor Education Science Camp for Williams Middle School for the 2026-27 School Year.

PREPARED BY: Jenny Hoffman, Principal Williams Middle School.

PROGRAM SERVICE AGREEMENT

This Program Service Agreement, including all appendices attached hereto and incorporated herein by reference, is entered into as of June 5, 2026, by and between Exploring New Horizons, a California nonprofit public benefit corporation ("ENH"), and Williams Middle School (the "School"). ENH and the School are collectively referred to as the "Parties."

Background

ENH is a California nonprofit organization dedicated to engaging school groups in outdoor education programs that empower students, build environmental literacy, and strengthen school communities. The proprietary methodologies and materials used and shared by ENH in working with schools and districts reflect years of development.

ENH is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and corresponding provisions of state law. ENH's charitable purposes include conducting outdoor education for school children as part of their regular school education curriculum. The School wishes to obtain outdoor education services from ENH for one or more participating schools, and ENH's provision of services under this Agreement will fall within the scope of ENH's charitable purposes.

In consideration of the mutual covenants set forth in this Agreement, the Parties agree as follows.

1. Services

1.1 Programs and Program Locations

Subject to the terms and conditions of this Agreement, ENH shall provide outdoor education programs to the School as described in **Appendix A**.

Each program listed in Appendix A is referred to as a "Program." The campus at which a Program is conducted is referred to as the "Program Location."

The Program Location may be one or more of the following ENH campuses:

(a) **Sempervirens**, 3100 Bean Creek Road, Scotts Valley, California; and/or
(b) **Pigeon Point**, 210 Pigeon Point Road, Pescadero, California.

The specific campus, Program dates, Program length, participating school, estimated participant counts, applicable rates, and payment amounts for each Program shall be set forth in Appendix A.

1.2 School Authority

The School represents that it has authority to enter into this Agreement on behalf of itself. The School shall be responsible for ensuring that it complies with the obligations assigned under this Agreement.

1.3 Term

The term of each Program shall be the dates listed for that Program in Appendix A. This Agreement shall remain in effect until all Programs listed in Appendix A are completed and all payment and post-Program obligations are satisfied, unless earlier terminated in accordance with this Agreement.

2. Participants

2.1 Participant Definition

For purposes of this Agreement, "Participant" means any student, Adult or Minor Cabin Leader, Chaperone, Teacher, Section 504/ADA Direct Support Aide, administrator, visiting School employee, or other person attending or participating in a Program on behalf of the School.

2.2 Adult Participants

"Adult Participant" means any Participant who is 18 years of age or older, including Adult Cabin Leaders, Chaperones, Village Leaders, Teachers, Section 504/ADA Direct Support Aides, administrators, and other School staff.

All Adult Participants must comply with the applicable ENH handbook for the relevant Program Location, site-specific rules, and reasonable instructions issued by ENH staff.

ENH may remove any Adult Participant from a Program who is not fulfilling the obligations outlined in the applicable handbook or who otherwise disrupts the Program. ENH shall not be responsible for transporting dismissed Adult Participants from the Program Location. The School shall not be entitled to a refund for any Adult Participant who leaves or is removed from a Program.

2.3 Minor Participants

"Minor Participant" means any Participant under 18 years of age, including students and any Minor Cabin Leaders, if permitted.

ENH may remove any Minor Participant from a Program who, in ENH's reasonable discretion, creates a significant disciplinary problem for Program staff, presents a safety concern, or otherwise disrupts the Program. ENH shall not be responsible for transporting such Minor Participants from the Program Location. The School shall not be entitled to a refund for any Minor Participant who leaves or is removed from a Program for disciplinary or safety reasons.

3. ENH Program Responsibilities

3.1 Activities and Materials

ENH shall organize and conduct the outdoor education activities for each Program and provide the materials and supplies required to implement the Program.

3.2 Pre-Program Orientation

Before each Program, ENH shall provide the following orientation support:

(a) **Teacher Meeting.** ENH will conduct an online teacher meeting with participating classroom teachers at times mutually acceptable to the Parties to answer questions and discuss required documents, procedures, site-specific expectations, and student needs.

(b) **Parent or Guardian Presentation.** ENH will provide participating classroom teachers or designated school contacts with a link to an online parent or guardian orientation presentation and supplemental documentation, including frequently asked questions and ENH contact information.

(c) **Student Presentation.** ENH will provide participating classroom teachers or designated school contacts with a link to a student orientation presentation that teachers may show to participating students.

3.3 Room and Board

ENH shall provide housing and meals for Participants attending each residential Program, subject to the participant counts and site capacity limits listed in Appendix A and Appendix B.

3.4 ENH Vehicle and Non-Emergency Transportation Support

ENH shall provide a vehicle to transport Program materials and supplies and, when reasonably available, to serve as an on-site non-emergency vehicle. In the event of a non-emergency medical situation, and when reasonably available, an ENH staff member will accompany the classroom teacher and student to the hospital or other appropriate care location.

4. School Responsibilities

4.1 Medical Forms, Waivers, and Releases

Before each Program begins, the School shall ensure that each Adult Participant, and a parent or legal guardian of each Minor Participant, signs and submits all medical forms, waivers, releases, and other participation documents required by ENH.

No Participant may attend or participate in a Program unless ENH has received all required forms, waivers, and releases for that Participant before the Program begins.

This requirement applies to all Participants, including visiting School staff.

Participant information collected directly by ENH through such medical forms, waivers, releases, consents, or other participation documents shall be treated as Directly Collected Participant Information, as described in the Confidential Information provisions of this Agreement.

4.2 Transportation to and from Program Location

The School shall be responsible for arranging transportation to and from the applicable Program Location for all Participants.

ENH recommends that each participating school have at least one teacher or other Adult Participant drive separately to the Program Location.

4.3 Chaperone and Staff Screening

The School shall ensure that all chaperones, cabin leaders, teachers, aides, administrators, and other School personnel attending a Program have completed all criminal background checks, clearances, training, and approvals required by applicable law and School policy before attending the Program.

ENH may request a list of chaperones, cabin leaders, clearance dates, and other relevant information before the Program begins.

4.4 Advance Notice of Participant Support and Accessibility Needs

The School shall notify ENH reasonably in advance of the Program of any known accessibility, accommodation, medical, dietary, mobility, or support needs relevant to a Participant's safe and meaningful participation in the Program. The School shall provide such notice in a manner that allows ENH and the School to engage in accessibility planning under the Agreement's accessibility planning and disability access provisions, while limiting disclosure of confidential student information to information reasonably necessary for Program planning, safety, meals, housing, transportation, emergency planning, and participation in Program activities.

5. Site-Specific Program Requirements

The site-specific requirements in **Appendix B** apply to each Program based on the Program Location listed in Appendix A. If a site-specific term in Appendix B conflicts with a general term in the body of this Agreement, the site-specific term in Appendix B controls for that Program only.

6. Compensation and Payment

6.1 Fees and Rates

ENH shall receive compensation for services rendered under this Agreement in accordance with the rates, participant counts, equity discounts, and estimated fees set forth in Appendix A.

For each Program, the School shall pay Program fees based on the greater of: (a) the actual number of Participants in each applicable Participant category who attend the Program; or (b) the Minimum Billable Participants for that Participant category listed in Appendix A. The applicable rates for each Participant category shall be those listed in Appendix A.

Participants in categories listed at a rate of $0, including Teachers and Section 504/ADA Direct Support Aides, shall be included in the Estimated Participants and Minimum Billable Participants counts but shall not increase the Program fees unless Appendix A expressly provides otherwise.

6.2 Participant Counts and Minimum Billable Participants

For each Program, Appendix A shall state the estimated number of Participants by category, including, as applicable, Students, Cabin Leaders, Chaperones, Village Leaders, Teachers, Section 504/ADA Direct Support Aides, and any other Participants expected to attend the Program. The total number of such Participants is referred to as the "Estimated Participants."

Unless otherwise stated in Appendix A, the "Minimum Billable Participants" for each Program shall equal ninety percent (90%) of the Estimated Participants for that Program, calculated by Participant category and rounded up to the nearest whole Participant. Minimum Billable Participants are the minimum number of Participants for which the School will be charged for the applicable Program, except as otherwise provided in the Cancellation, Force Majeure, or ENH Default provisions of this Agreement.

6.3 Equity Discounts

Equity discounts, if any, shall be calculated separately for each participating school based on that school's percentage of students eligible for Free and Reduced-Priced Meal Programs, as reported on the California School Dashboard or another source approved by ENH.

6.4 Maximum Number of Free Teachers

The number of teachers or support staff who may attend free of charge shall be set forth in Appendix A and Appendix B.

Unless otherwise stated in Appendix A or Appendix B, additional Teachers, support staff, or administrators may be charged at the applicable cabin leader or chaperone rate and may be assigned cabin leader or chaperone duties.

6.5 Section 504/ADA Direct Support Aides

Notwithstanding the foregoing, any aide or support staff member whose attendance is necessary to provide direct support to a student with disability-related needs covered under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act shall attend the Program free of charge. Such aide or support staff member will not count against the maximum number of teachers who may attend free of charge and will not be charged at the chaperone or cabin leader rate, provided that the School identifies the aide to ENH before the Program begins and confirms that the aide is attending to provide direct support to the student.

6.6 Exclusive Use

Exclusive-use requirements are site-specific and shall be governed by Appendix B.

If the School requests exclusive use for a Program and the School's participant count is below the applicable exclusive-use minimum, ENH may charge the School based on the applicable exclusive-use minimum listed in Appendix B.

6.7 Payment Schedule

Unless otherwise stated in Appendix A:

(a) A deposit equal to ninety percent (90%) of the Estimated Contract Total for the applicable Program is due no later than thirty (30) days before the first day of that Program.

(b) Upon invoice the remaining balance, calculated using the greater of actual attendance or the Minimum Billable Participants for each applicable Participant category, is due no later than thirty (30) days after the Program ends.

(c) All payments shall be remitted by check to: Exploring New Horizons; 101 Cooper Street, Santa Cruz, CA 95060, unless the School arranges for payment by ACH Transfer.

7. Default; Remedies

7.1 School Payment Default; ENH Remedies

If the School fails to make any payment required under this Agreement within ten days after the date on which payment was due, ENH may, in its discretion:

(a) continue to conduct the Program, in which case ENH may enforce all rights and remedies available under this Agreement, including the right to collect the unpaid fees; or

(b) cancel or suspend the Program, in which case ENH shall be entitled to recover from the School any amount necessary to compensate ENH for detriment proximately caused by the School's failure to perform, including amounts ENH would have earned by providing services to another organization during the applicable Program dates.

At ENH's discretion, unpaid amounts may bear interest from the due date at the maximum rate allowed by law. ENH's remedies are cumulative and not exclusive.

7.2 ENH Default; School Remedies

The School shall provide ENH with no less than thirty (30) days' written notice of default based upon any asserted failure of ENH to perform any term, covenant, or condition contained in this Agreement, and ENH shall have such thirty (30) day period to cure ENH's default; provided that, if ENH's default is not reasonably subject to cure within such thirty (30) day period, ENH shall have a reasonable period to cure such default, so long as ENH commences the cure within the thirty (30) day period and diligently pursues the cure to completion. In the event of any asserted default based upon the filing of a petition in bankruptcy against ENH, ENH shall have thirty (30) days from receipt of the School's notice of default to cause such petition to be dismissed. The School may terminate this Agreement based on ENH's default only if the School has given the notice of default required by this Section and ENH has failed to cure the default within the periods provided above.

7.3 Effect of Termination for ENH Default

A termination by the School under the ENH Default provision shall not be treated as a School cancellation under the Cancellation section of this Agreement.

8. Cancellation; Termination Without Cause

8.1 School Termination Without Cause

The School may terminate this Agreement, or cancel one or more Programs listed in Appendix A, without cause only by providing ENH with at least thirty (30) days' prior written notice. The School's notice shall identify the Program or Programs being cancelled. If the notice does not identify specific Programs, the notice will be treated as a termination of all remaining Programs under this Agreement.

8.2 Cancellation Fees for Termination Without Cause

Upon termination without cause, the School shall pay ENH the following cancellation fees for each cancelled Program, calculated based on the Estimated Contract Total for that Program as set forth in Appendix A:

(a) **100% of the Estimated Contract Total** for each cancelled Program with a commencement date that is sixty (60) days or fewer after ENH's receipt of the School's written notice of termination;

(b) **50% of the Estimated Contract Total** for each cancelled Program with a commencement date that is sixty-one (61) to one hundred twenty (120) days after ENH's receipt of the School's written notice of termination; and

(c) **20% of the Estimated Contract Total** for each cancelled Program with a commencement date that is one hundred twenty-one (121) days or more after ENH's receipt of the School's written notice of termination.

8.3 Estimated Contract Total

For purposes of this Section, "Estimated Contract Total" means the estimated total Program fee listed in Appendix A for the applicable Program, calculated using the estimated number of Participants and applicable rates stated in Appendix A, including any applicable equity discounts. Cancellation fees are calculated using the Estimated Contract Total and not actual attendance or Minimum Billable Participants, unless the Parties amend Appendix A in writing before ENH receives the School's notice of termination.

8.4 Credit for Payments Made

The School may offset against the applicable cancellation fee any payments already made by the School to ENH for the cancelled Program. ENH shall refund any overpayment.

8.5 Termination With Cause

In the event of termination by the School with cause after notice of default and ENH's failure to cure within the time periods set forth in the Default; Remedies section of this Agreement, the School shall not be obligated to pay any cancellation fees for the affected Program or Programs.

9. Force Majeure and Alternate Sites

9.1 Force Majeure

Neither Party will be required to perform, or be liable for failure to perform, to the extent nonperformance is caused by events beyond that Party's reasonable control, including destruction, material damage, or unavailability of facilities at the applicable Program Location; strikes or other labor disputes; national emergency; acts of God; extreme weather; power failures; computer system hacking; software or hardware failures; public health emergencies; government orders; or other causes beyond the reasonable control of the Party unable to perform.

The non-performing Party shall notify the other Party of the issue and use reasonable efforts to address the issue and carry out its obligations.

9.2 ENH Inability to Perform Before Program Begins

If ENH is unable to perform a Program before the Program begins due to unavoidable causes such as fire damage, natural disaster, loss of facilities, or other circumstances beyond ENH's reasonable control, ENH shall notify the School and refund all amounts previously paid by the School for that Program, unless the Parties agree in writing to an alternate site, alternate dates, alternate services, or other modified arrangement.

9.3 ENH Inability to Continue Program After Program Begins

If ENH is unable to continue conducting a Program after the Program begins due to unavoidable causes such as fire damage, natural disaster, loss of facilities, or other circumstances beyond ENH's reasonable control, ENH shall notify the School, and the School shall be responsible only for the portion of the Fee proportionate to the period during which ENH actually provided services.

9.4 Alternate Sites

If a Program Location becomes unavailable due to circumstances beyond ENH's control, including natural disasters, loss of lease, or eminent domain proceedings, ENH may offer an alternate site with the same or similar services, for the same dates, and at the same price.

If ENH cannot offer an alternate site with the same or similar services, for the same dates, and at the same price, ENH may offer alternate dates, alternate services, alternate pricing, or another ENH location. The School may accept the alternate offer or terminate the affected Program. If the School terminates the affected Program under this Section, ENH shall refund amounts paid for that Program.

10. Representations and Warranties

Each Party represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of its state of organization; (b) it has the legal right, power, and authority to execute, deliver, and perform its obligations under this Agreement; and (c) all approvals required for the valid and binding execution, delivery, and performance of this Agreement have been obtained and are in full force and effect.

11. Relationship of the Parties

11.1 Independent Entities

ENH is an independent organization and is solely responsible for performing the services described in this Agreement. This Agreement does not create a partnership, joint venture, employment, fiduciary, or similar relationship between the Parties.

Neither Party has authority to bind or obligate the other Party to any third party. ENH and the School are each responsible for their own employees and for the planning, management, and implementation of their own activities related to the Programs.

The School shall not have the right to direct or control the Program or the means, manner, or details by which ENH provides the services. ENH may, in its discretion, supervise the School's staff, employees, agents, chaperones, and other Participants as ENH deems necessary or appropriate to conduct the Program safely and effectively.

11.2 External Communications

Subject to this section, ENH may identify the School as ENH clients or school partners in internal and external communications, including ENH's website and outreach materials.

ENH and the School may issue press releases and other public statements relating to the Programs, including statements reporting Program results or outcomes, only as permitted by applicable law and this Agreement.

11.3 ENH Relationships with Other Districts and Schools

The School acknowledges that ENH provides outdoor education services to other schools, districts, and organizations at ENH locations and other locations. Nothing in this Agreement restricts ENH from providing services to other organizations that are the same as or similar to the services provided under this Agreement.

12. Confidential Information

12.1 Non-Disclosure

Neither Party will disclose to any third party any confidential or proprietary information of the other Party, including employee and student data, budget and financial data, product plans and strategies, technical data, research, know-how, and other information that the disclosing Party identifies or reasonably treats as confidential ("Confidential Information"), except as necessary to perform this Agreement or as otherwise permitted by law, without first having obtained the prior written consent of the other Party. For clarity, the School name, participating school names, Program Location, Program dates, and general information about the scope of Services are not considered Confidential Information unless the Parties agree otherwise in writing.

This confidentiality provision shall survive the termination or expiration of this Agreement.

12.2 Participant Information Collected Directly by ENH

The School acknowledges and agrees that Participant information, including, without limitation, names, addresses, emergency contacts, medical information, dietary information, and similar information, that ENH collects directly from Participants, or the parents or legal guardians thereof, enrolled in or attending ENH Programs through ENH registration materials, medical forms, waivers, releases, consents, or other participation documents ("Directly Collected Participant Information") is not an "education record" within the meaning of the Family Educational Rights and Privacy Act ("FERPA") or a "pupil record" or "student record" within the meaning of California laws regulating the confidentiality and handling of student records, to the extent such information is not gathered or maintained by the School, its teachers, aides, employees, or any other educational agency or authority, or by ENH on behalf of the School or any such educational agency or authority. ENH's access to and use of Directly Collected Participant Information shall be governed by the agreements, waivers, releases, and consents entered into directly between ENH and the applicable student, or the student's parent or legal guardian on the student's behalf, and directly between ENH and the applicable Cabin Leader, Chaperone, or other Participant.

12.3 School-Provided Student Records

Nothing in this section limits the School's or ENH's obligations with respect to student records, pupil records, education records, or other student information that the School or their employees provide to ENH, direct ENH to maintain, or otherwise make available to ENH on behalf of the School or a participating school. Any such information shall be handled in accordance with applicable law, this Agreement, and any written instructions or consents provided by the School.

12.4 Exceptions

Confidential Information does not include information that: (a) was already known to the receiving Party without improper conduct or breach of an obligation before disclosure; (b) enters the public domain through no breach of this Agreement or wrongful act of the receiving Party; (c) is rightfully received from a third party without breach of any confidentiality obligation; (d) is approved for release by written authorization of the disclosing Party; or (e) is independently developed by the receiving Party without use of or access to the disclosing Party's Confidential Information.

13. Insurance and Indemnification

13.1 Insurance

Each Party shall maintain, at its own expense, insurance coverage customary and appropriate for its operations, including workers' compensation insurance as required by California law, commercial general liability insurance, and coverage for claims arising from sexual misconduct or abuse/molestation, and shall be responsible for its respective employees, agents, and representatives in connection with the Program.

Upon request, each Party shall provide certificates of insurance evidencing such coverage, and each Party may require the other to name it as an additional insured on applicable liability policies, to the extent commercially available and permitted by law.

13.2 Indemnification

ENH and the School will each defend, indemnify, and hold harmless the other Party and the other Party's directors, officers, employees, agents, and assigns from and against claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from the indemnifying Party's own performance of activities under this Agreement or breach of this Agreement.

Neither Party will have any obligation to indemnify the other Party to the extent the liability is caused by the other Party's gross negligence or willful misconduct.

13.3 Limitation of Liability

Neither ENH nor the School will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if either Party has been advised of the possibility of such damages.

14. General Provisions

14.1 Entire Agreement; Amendments

This Agreement, including all appendices, supersedes any prior oral or written understandings or communications between the Parties and constitutes the entire agreement of the Parties with respect to its subject matter.

This Agreement may not be amended or modified except in a writing signed by both Parties.

14.2 Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

14.3 Waiver

The failure of either Party to exercise any right under this Agreement shall not be deemed a waiver of that right.

14.4 Compliance with Law

ENH and the School will comply with applicable law, including laws relating to child welfare, student safety, student privacy, health and safety, data collection, data security, data use, and data disclosure.

ENH will comply with Equal Employment Opportunity laws and will not discriminate against any employee or applicant on the basis of race, color, religion, sex, sexual orientation, disability, national origin, or any other protected category under applicable law.

14.5 Accessibility Planning and Compliance with Section 504 and the ADA

The School acknowledges that the Program involves outdoor education activities at outdoor sites and facilities leased, operated, or used by ENH, and that such sites and facilities may not be open to the

general public. The School further acknowledges that, because of the outdoor setting, terrain, facility limitations, and the nature of certain Program activities, not all activities may be accessible to all students, including students with certain physical disabilities. ENH will use good-faith efforts to plan Program activities that are accessible to students with a wide range of disabilities and, when a particular activity is not accessible, to work with the School to identify reasonable modifications or alternative activities where feasible. The School's advance-notice obligations regarding Participant accessibility, accommodation, medical, dietary, mobility, or support needs are described in the School Responsibilities provisions of this Agreement. Nothing in this Section limits either Party's obligations under the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, or other applicable law.

14.6 Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party.

14.7 Notices

Notices, requests, waivers, approvals, consents, demands, and other communications under this Agreement must be in writing and delivered by mail, courier, or email to the contacts listed below. Notices sent electronically shall be deemed given only when the sender has received both confirmation of electronic transmission and a read receipt.

If to the School:

Administrator Name: _____ Title: _____
Mailing Address: _____
Email: _____ Phone: _____
Billing Contact: _____ Title: _____
Billing Address (if different from above): _____
Email: _____ Phone: _____

If to ENH:

Joshua Lanam, Executive Director
101 Cooper Street, Santa Cruz, California 95060
josh@exploringnewhorizons.org, (831) 252-6685

14.8 Good Faith Negotiation and Arbitration

The Parties agree to attempt to resolve any controversy, claim, dispute, or counterclaim arising out of or relating to this Agreement, the services, or any Program through good faith negotiation.

If the Parties are unable to resolve the dispute through good faith negotiation, either Party may refer the matter to binding arbitration. The arbitration shall take place in Santa Cruz County, California, in accordance with the rules of the American Arbitration Association then in effect. The decision of the arbitrator shall be final and binding, and any arbitration award may be entered or enforced in any court of competent jurisdiction.

14.9 Attorneys' Fees

If either Party commences an action or arbitration against the other Party arising out of or relating to this Agreement, or for interpretation of any provision of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, court costs, arbitration costs, and related expenses from the other Party.

14.10 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The School and ENH consent to the exclusive jurisdiction of the state and federal courts located in Santa Cruz County, California, except for disputes resolved through arbitration under this Agreement.

14.11 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures delivered electronically shall have the same effect as original signatures.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below.

EXPLORING NEW HORIZONS

By: Joshua Lanam (Jul 24, 2026 10:16:55 PDT)

Name: Joshua Lanam

Title: Executive Director

Date: 07/24/2026

SCHOOL REPRESENTATIVE

By: _____

Name: _____

Title: _____

Date: _____

Appendix A: Program Schedule, Program Location, Rates, and Participant Counts

Table A-1: Program Schedule and Estimated Participant Counts

Program ID	Participating School	Program Location	Program Dates	Program Length (days)	Estimated Students	Estimated Teachers / Aides	Estimated Cabin Leaders / Village Leaders	Total Estimated Participants	Minimum Billable Participants
SV-06-03	Williams	Sempervirens	10/27/2026–10/30/2026	4	100	4	10	114	103
					100	**4**	**10**	**114**	**103**

Notes: Two (2) Village Leaders shall be designated from the above estimated number of Teachers or Cabin Leaders. The number of Section 504/ADA Direct Support Aides are not reflected in the above table and shall be communicated prior to the Program commencement.

Table A-2: Applicable Rates and Discounts

Program ID	Participating School	Student Gross Rate	Student Equity Discount	Student Net Rate	Cabin Leader / Village Leader Rate	Teacher / Section 504/ADA Director Support Aide Rate
SV-06-03	Williams	$508.00	-$223.00	$285.00	$285.00	$0.00

Note: Equity discounts are calculated separately by participating school and applied to the Student Gross Rate to determine the Student Net Rate.

Table A-3: Program Fee Summary and Payment Due Dates

Program ID	Participating School	Student Fee Subtotal	Cabin Leader / Village Leader Fee Subtotal	Teacher / Aide Fee Subtotal	Estimated Contract Total	First Payment Amount	Deposit Due Date	Final Balance Due Date
SV-06-03	Williams	$28,500.00	$2,850.00	$0.00	$31,350.00	$28,215.00	9/27/2026	11/29/2026
		$28,500.00	**$2,850.00**	**$0.00**	**$31,350.00**	**$28,215.00**		

88

Table A-4: Cancellation Fee Summary

Program ID	Participating School	Estimated Contract Total	100% Cancellation Fee	50% Cancellation Fee	20% Cancellation Fee
SV-06-03	Williams	$31,350.00	$31,350.00	$15,675.00	$6,270.00
		$31,350.00	**$31,350.00**	**$15,675.00**	**$6,270.00**

Appendix B: Site-Specific Terms

B.1 Sempervirens Campus

B.1.1 Program Location

Sempervirens Programs are conducted at the Sempervirens Campus, 3100 Bean Creek Road, Scotts Valley, California, unless ENH and the School agree otherwise in writing.

B.1.2 Certified Teacher or Certified School Staff Requirement

At least one certified Teacher, or other certified School staff member, shall attend each Sempervirens Program for each thirty (30) students, or part thereof, in attendance.

For clarity, "or part thereof" means that the required number of certified Teachers or certified School staff members is rounded up to the next whole person.

The number of teachers who may attend free of charge is based on the number of students attending, as stated in Appendix A. Additional teachers, aides, support staff, or administrators may be charged at the chaperone rate and may be assigned chaperone duties.

B.1.3 Village Leader Requirement

At Sempervirens, cabins are grouped into two villages, often delineated by gender. The School shall provide at least one adult Village Leader for each village. The Village Leader will be responsible for nighttime supervision of the cabins in their village. The Village Leader may count toward the minimum Teacher or Cabin Leader requirement.

B.1.4 Cabin Leaders

The School shall provide a total of one Cabin Leader for each ten (10) students in attendance. This 1:10 ratio may include both adult Cabin Leaders and Minor Cabin Leaders, provided that the School separately satisfies the required adult Village Leader requirement stated above.

B.1.4 Minor Cabin Leaders

The School may elect to provide additional Minor Cabin Leaders, provided that each Minor Cabin Leader is at least sixteen (16) years of age on or before the first day of the applicable Program.

Minor Cabin Leaders are in addition to the required adult Village Leader unless ENH agrees otherwise in writing. Minor Cabin Leaders may assist with cabin activities, transitions, student support, recreation periods, and other Program-related responsibilities, but adult Village Leaders, together with the School's Teachers/Aides or other School staff members, remain responsible for student supervision, conduct, behavior, discipline, and safety as described in this Appendix B.

B.1.5 Supervision Responsibilities

Teachers, Village Leaders, and/or Cabin Leaders shall be responsible for supervising students overnight and during recreation and transition times.

Cabin Leaders, together with the School's Teachers/Aides or other School staff members, shall be responsible for student conduct, behavior, discipline, and safety when any student is not under the supervision of an ENH staff member during an ENH-organized activity.

B.1.6 Onsite Requirement

Participants, including Cabin Leaders, Teachers, and Aides, shall remain at the Program site for the duration of each Sempervirens Program, except in the case of emergency or with the prior approval of ENH and the School.

B.1.7 Transportation

The School shall be responsible for transporting Participants to and from the Sempervirens Program site. ENH shall be responsible for transporting students through a fully licensed and insured transportation provider to any off-site program locations, such as Natural Bridges State Beach.

B.1.8 Exclusive Use

Sempervirens requires a minimum of 200 Participants for exclusive Program use, consisting of 175 students, 18 chaperones, and 7 teachers. If the School requests exclusive use and brings fewer than the exclusive-use minimum, the School may be charged based on the 200-Participant minimum.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 3, 2026
SUBJECT: **Approve Agreement for Site License for IXL Learning at Poet Christian School for the 2026-27 School Year**

BACKGROUND: Recent state and local data reveal a rising number of students not meeting grade level standards, emphasizing the need for targeted academic intervention at Poet Christian School. To address these gaps, the school is partnering with IXL Learning for the 2026-27 school year to deliver personalized, data-informed support in reading and math, with the goal of accelerating student growth and improving overall performance.

RATIONALE: Implementing IXL Learning consistently across grades 3 through 8 will provide opportunity for intervention and support for at risk students and EL students at those grade levels. IXL is researched based program that has consistently demonstrated growth for schools that implement the program with fidelity. This work directly support our SPSA Goal #1 to prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: The cost, not to exceed $6,950.00, will be paid from Targeted RS 0709 and Targeted RS 0710 Funds.

RECOMMENDATION: Approve Agreement for Site License for IXL Learning at Poet Christian School for the 2026-27 School Year.

Prepared by: Albert Strong, Principal, Poet Christian School.

RENEWAL QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 1645328-1
DATE: JUNE 8, 2026

TO:
Albert Strong
Gladys Poet - Christian School
1701 S CENTRAL AVE
TRACY, CA 95376

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Faith Jimenez	A24-6470691	September 2, 2026 - September 2, 2027	June 30, 2026

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license, including:			
Grades 5-8 Subjects: Math and ELA	300	$18.75	$5,625.00
Grades 3-4 Subject: Math	100	$13.25	$1,325.00
		Total Price	$6,950.00

TOTALS	
Total Subscriptions List Price	$6,950.00
Grand Total	$6,950.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to https://www.ixl.com/po-upload and enter quote # 1645328-1. Paying over $5,000 via credit card will result in a 3% fee. For international accounts, we can accept wire transfers for an additional fee.

SALES CONTRACT

CONTRACT #1645328-1
June 8, 2026

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER
Albert Strong
Gladys Poet - Christian School
1701 S CENTRAL AVE
TRACY, CA 95376

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Faith Jimenez	A24-6470691	1645328-1	September 2, 2026 - September 2, 2027

PAYMENT PLAN

Amount	Invoice date
$6,950	September 16, 2026
TOTAL	**$6,950**

Price valid until June 30, 2026

ACCEPTANCE OF SALES CONTRACT
This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE _____ **DATE** _____

IXL LEARNING

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.
3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.
5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free **(855) 255-8800** | Direct **(650) 372-4300** | E-mail **orders@ixl.com**
Completed sales contracts should be emailed to your sales consultant.

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 5, 2026
SUBJECT: **Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees**

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATIONS

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Daniel, Michelle Director of School Business Support Services and Purchasing	DEC	8/31/2026	Personal
Ibarra Castaneda, Leslie Human Resources Clerk	HR	8/4/2026	Accepted Position

BACKGROUND:

CLASSIFIED RESIGNATION

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Cerrillos, Rafael Bus Driver	MOT	08/05/2026	Accepted Position
Diaz, Livier Para Educator I - Bilingual	SWP	07/30/2026	Accepted Position

Ganji, Soujanya Special Education Para Educator	BES	08/06/2026	Personal
Gomez, Johanna Facilities Technician	DEC	08/05/2026	Personal
Lewis, Michelle School Supervision Assistant	GKES	8/05/2026	Accepted Position
Mansurova, Oysanam Para Educator/Hygiene Assistance	MES	05/15/2026	Personal
Marroquin, Jessica IEP Para Educator I	MKES	8/19/2026	Accepted Position
Mendez, Jacinta Preschool Instructor	NES	8/17/2026	Personal
Meza, Veronica Roving Para Educator II	District Wide	7/30/2026	Accepted Position
Murillo-Ugarte, Jose School Supervision Assistant	WMS	7/30/2026	Accepted Position
Oliveira, Corina Preschool Instructor	VES	08/02/2026	Accepted Position
Perez Garcia, Juan Utility Person III	FES	08/06/2026	Accepted Position
Ramos, Estrella IEP Para Educator I	THS	7/29/2026	Personal
Rahman, Amna Roving Para Educator II	District Wide	7/20/2026	Personal
Torres, Andreana Food Service Worker	WMS	8/14/2026	Personal
Walton, Alexis Food Service Worker	CES	7/27/2026	Accepted Position

BACKGROUND: **COACH RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Bigler, Justin Girls' Golf	KHS	7/28/26	Personal
Sanchez, Serena Girls' Wrestling Assistant	KHS	7/1/26	Personal
Wichman, Casey Girls' Golf	WHS	7/9/26	Personal
Wichman, Casey Boys' Golf	WHS	7/9/26	Personal
Zuniga, Eder Boys' JV Basketball	WHS	6/23/26	Personal

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

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 12, 2026
SUBJECT: **Approve Classified, Certificated, and/or Management Employment**

BACKGROUND:	**MANAGEMENT/CLASSIFIED CONFIDENTIAL**
Ibarra, Castaneda, Leslie	DEC/Human Resources (Replacement) Personnel Technician for Certificated/Classified Employees LMH 13, Step C 0- $38.49 per hour Fund: General Fund
Sarabia, Roxanna	DEC/Special Education Speech Language Pathologist (Replacement) LMP 8, Step A - $99,482.00 Fund: Special Education
Siddiqui, Reema	DEC/Special Education Educational Behavior Analyst (New) LME 40, Step C - $130,591.00 Fund: Special Education
Tippens, Rebecca	DEC/Special Education Educational Behavior Analyst (New) LME 40, Step E - $143,973.00 Fund: Special Education

BACKGROUND:	CERTIFICATED
Abad, Christina Marie	McKinley Elementary Transitional Kindergarten (Replacement) Class III, Step 2 - $65,038.00 Fund: General
Maldonado, Joanna	Tracy Independent Study Charter School 6-12 Independent Study Teacher (Replacement) Class IV, Step "B" 6 - $76,446.00 Fund: General
Prayaga, Vasanta	Art Freiler School Mathematics (Replacement) Class IV, Step "A" 1- $62,102 Fund: General
Prudente, Sebastian	West High School Social Science (Replacement) Class III, Step "B" 1- $65,526 Fund: General

BACKGROUND:	CLASSIFIED
Augafa, Vyanette	Para Educator for Therapeutic Behavior (Replacement) Hirsch School Range 32, Step A - $23.19 per hour Fund: SPED Mental Health
Brambila, Elizabeth	Special Education Para Educator (Replacement) Bohn School Range 30, Step E - $26.67 per hour Fund: Special Education
Cerrillos, Rafael	Driver Dispatcher (Replacement) Transportation/MOT Range 38, Step E - $32.21 per hour Fund: 50% Home-to-School Transportation 50% Special Education Transportation
Diaz, Livier	Para Educator I – Bilingual (New) South/West Park School Range 24, Step E - $23.19 per hour Fund: General

Gonzalez, Evelyn	High School Administrative Secretary (Replacement) West High School Range 32, Step D - $26.67 per hour Fund: General Fund
Figueroa, Brenda	Utility Person IV (New) West High School/MOT Range 37, Step E - $31.42 per hour + ND Fund: 50% General 50% Home-to-School Transportation
Lewis, Michelle	School Supervision Assistant (Replacement) George Kelly School Range 21, Step B - $18.86 per hour Fund: General Fund
Marroquin, Jessica	Special Education Para Educator I (Replacement) North School Range 30, Step D - $25.47 per hour Fund: Special Education
Murillo-Ugarte, Jose	Para Educator I (Replacement) Williams Middle School Range 24, Step C- $21.15 per hour Fund: General Fund Unrestricted
Oliveira, Corina	Preschool Instructor (Replacement) Hirsch Preschool Range 36, Step E - $30.71 per hour Fund: Child Care Development
Perez Garcia, Juan	High School Custodial Supervisor/Maintenance Mechanic (Replacement) West High School/MOT Range 52, Step C - $40.71 per hour Fund: General
Rodriguez-Maldonado, Liliana	Para Educator for Therapeutic Behavior (Replacement) District Wide Range 32, Step C - $25.47 per hour Fund: Special Education

Srihasam, Renuka	Monte Vista Middle School Special Education Para Educator I (Replacement) Range 30, Step C - $24.26 per hour Fund: Special Education
Sotolongo, Sildesa	Utility Person IV (New) DEC/MOT Range 37, Step D - $29.98 per hour Fund: 20% General 80% Home-to-School-Transportation
Walton, Alexis	Food Service Worker (Replacement) Tracy High School Range 25, Step B - $20.69 per hour Fund: Child Nutrition – School Program

BACKGROUND: **COACHES**

Adkins, Nicole	Dance Advisor (split assignment) Tracy High School $1,256.22
Alger, Brandi	Volleyball Co-Ed Assistant Stein High School $1,361.76
Alger, Brandi	Basketball Co-Ed Assistant Stein High School $1,361.76
Alger, Brandi	Soccer Co-Ed Assistant Stein High School $1,361.76
Alvarez Mojica, Ruth	Cross Country Assistant (split assignment) Tracy High School $3,016.30
Amos, Miriam	Girls' JV Volleyball West High School $6,032.60
Anastasio, Samantha	Pep Squad Assistant West High School $3,016.30

Brown, Nathan	Varsity Football Assistant Tracy High School $6,536.45
Calvillo, Alejandro	Girls' Tennis West High School $5,024.89
Carr, Christopher	Varsity Football Assistant West High School $6,536.45
Ceteras, Amy	Dance Advisor (split assignment) Tracy High School $1,256.22
Daniels, Desmond	Head Soph Football West High School $7,537.34
Doran, Rebekah	Water Polo Assistant Tracy High School $5,024.89
Ebojo, Catherine	Girls' Varsity Volleyball Tracy High School $7,537.34
Evans, Justin	Varsity Football Assistant Tracy High School $6,536.45
Fithian, Mika	Girls' Frosh Volleyball Tracy High School $5,276.82
Gatrell, Robert	Head Varsity Football West High School $9,552.75
Guillen, Marcus	Head Frosh Football Tracy High School $7,040.30

Guillen, Nelson	Soph Football Assistant Tracy High School $6,032.60
Hall, Steve	Soph Football Assistant Tracy High School $6,032.60
Hayward, Elizabeth	Girls' Frosh Volleyball West High School $5,276.82
Henderson, Chase	Soph Football Assistant West High School $6,032.60
Hupman, Tida	Cross Country Assistant West High School $6,032.60
Keys, Julian	Soph Football Assistant West High School $6,032.60
Larios, Gissel	Girls' JV Volleyball Tracy High School $6,032.60
Lemos, Michael	Frosh Football Assistant Tracy High School $6,032.60
Lundell, Megan	Pep Squad Advisor West High School $3,772.08
McClellan, Stephenie	Pep Squad Assistant Tracy High School $3,016.30
Murray, Lindsey	Boys' Water Polo Tracy High School $7,537.34

Murray, Lindsey	Girls' Water Polo Tracy High School $7,537.34
Morris, Jessica	Boys' Water Polo West High School $7,537.34
Morris, Jessica	Girls' Water Polo West High School $7,537.34
Moss, John	Volleyball Co-Ed Stein High School $2,723.52
Moss, John	Soccer Co-Ed Stein High School $2,723.52
Moss, John	Basketball Co-Ed Stein High School $2.723.52
Myers, Christopher	Varsity Flag Football Tracy High School $7,537.34
Parks, Vivian	Girls' Varsity Volleyball West High School $7,537.34
Perez, Jaime	Head Cross Country Tracy High School $7,537.34
Pribble, Jeffery	Head Varsity Football Tracy High School $9,552.75
Ramos, Oscar	Girls' JV Basketball West High School $6,032.60

Robinson, Alfred III	Varsity Football Assistant West High School $6,536.45
Robinson, Alfred IV	Varsity Flag Football West High School $7,537.34
Posten, Sofia	Pep Squad Advisor Tracy High School $3,772.08
Sauers, Shannon	Varsity Football Assistant Tracy High School $6,536.45
Shelton, Nathaniel	Head Soph Football Tracy High School $7,537.34
Smith, Charles	Girls' Frosh Basketball Kimball High School $5,024.89
Tipton, William	Soph Flag Football Tracy High School $5,024.89
Valdez, Jonathan	Varsity Football Assistant West High School $6,536.45
Vargas Cortes, Itzel	Cross Country Assistant (split assignment) Tracy High School $3,016.30
Wescott, Marc	Girls' Golf Tracy High School $5,024.89
Williams, Theodore	Head Cross Country West High School $7,537.34

Yerian, Jake	Frosh Football Assistant Tracy High School $6,032.60

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

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

TRACY
UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 11, 2026
SUBJECT: **Adopt Resolution No. 26-03 Exhibit 9270 Conflict of Interest Code**

BACKGROUND: Pursuant to the Political Reform Act, all local government agencies are required to conduct a biennial review of their Conflict of Interest Code and submit a completed Biennial Notice to the County office of Education.

RATIONALE: Tracy Unified School District (TUSD) shall adopt a resolution for BB 9270 Exhibit Conflict of Interest Code. This exhibit is accompanies BB 9270 and provides guidelines for annual Conflict of Interest submissions.

RECOMMENDATION: Adopt Resolution No. 26-03 Exhibit 9270 Conflict of Interest Code.

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

TRACY
UNIFIED SCHOOL DISTRICT

TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION # 26-03
Adopting Exhibit 9270 Conflict of Interest Code

WHEREAS, the Political Reform Act, Government Code 87300-87313, require each public agency in California, including each school district, to adopt a conflict of interest code;

WHEREAS, a district is permitted to create its conflict of interest code by incorporating by reference the terms of 2 CCR 18730, along with a list of District Officials to whom the code applies and disclosure categories, in accordance with Government Code 87300 and 87306;

WHEREAS, the Governing Board of the Tracy Unified School District ("District") has previously adopted a local conflict of interest code in this manner; and

WHEREAS, the District has recently reviewed its list of District Officials, and the duties of each, and has determined that no changes to the current conflict of interest code are necessary.

NOW THEREFORE BE IT RESOLVED, the Governing Board of the District adopts the following Conflict of Interest Code, including the accompanying Appendix of District Officials and Disclosure Categories, and

BE IT FURTHER RESOLVED, any earlier resolutions, bylaws, and/or appendices containing the District's conflict of interest code are hereby rescinded and superseded by this Resolution and Appendix.

PASSED AND ADOPTED, THIS 25th DAY OF AUGUST 2026 BY THE FOLLOWING VOTE:

AYES: **NOES:** **ABSTAIN:** **ABSENT:**

Attest:

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District

CONFLICT OF INTEREST CODE

INCORPORATION OF TITLE 2, CALIFORNIA CODE OF REGULATIONS, SECTION 18730

The Political Reform Act, Government Code Sections 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, Section 18730, which contains the terms of a standard conflict of interest code.

Pursuant to Government Code Section 87300, the provisions of Title 2, California Code of Regulations, Section 18730, together with any amendments thereto duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference and, along with the attached Appendix A – Designated Positions and Appendix B – Disclosure Categories, shall constitute the Conflict of Interest Code of the Tracy Unified School District.

Designated employees shall file Statements of Economic Interests (Form 700) in accordance with the disclosure categories assigned to their positions. Such statements shall be filed with the filing officer designated by the District and made available for public inspection as required by law.

Individuals holding designated positions shall disclose investments, interests in real property, sources of income, gifts, business positions, and other economic interests required by the disclosure category assigned to their position.

The provisions of this Conflict of Interest Code shall apply to all designated employees, consultants, and officials identified in Appendix A.

Whenever amendments to Title 2, California Code of Regulations, Section 18730 become effective, those amendments shall likewise become part of this Conflict of Interest Code without further action of the Governing Board, except as otherwise required by law.

Filing Officer
The filing officer for the District shall be:

Superintendent (or designee)
Tracy Unified School District
1875 W. Lowell Ave.

The filing officer shall receive and retain Statements of Economic Interests (Form 700) or forward such statements to the appropriate filing official as required by law.

Effective Date
This Conflict of Interest Code shall become effective upon approval by the District's Code Reviewing Body and shall remain in effect until amended or repealed in accordance with the Political Reform Act.

TUSD Acknowledged:

CONFLICT OF INTEREST CODE

The Political Reform Act (PRA) (Government Code 81000-87505) requires the District to adopt a conflict of interest code. 2 CCR 18730 contains the terms of a conflict of interest code, which may be amended by the Fair Political Practices Commission (FPPC) to conform to amendments in the PRA. Therefore, the terms of 2 CCR 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference. This Code and the attached Appendix, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the district.

District Officials, defined as those positions listed herein, shall file a Form 700 (also known as a Statement of Economic Interest) in accordance with the disclosure categories listed in the attached Appendix. The Form 700 shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

TUSD Acknowledged:

CONFLICT OF INTEREST CODE

APPENDIX

Disclosure Categories

Category 1: A District Official designated "Category 1" shall disclose the following:

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district

b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district

Category 2: A District Official designated "Category 2" shall disclose the following:

a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs

b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs

For a principal in this category, the principal's department is the principal's entire school.

Category 3 (Applicable to positions that "manage public investments," as defined by Government Code 87200): A District Official designated "Category 3" shall disclose, in accordance with Government Code 87200-87210, the following:

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district

b. Investments, business positions, and sources of income, including gifts, loans, and travel payments

TUSD Acknowledged:

CONFLICT OF INTEREST CODE

Designated Positions

District Officials	Disclosure Category
Governing Board Members	1 or 3
Superintendent	1 or 3
Assistant/Associate Superintendent	1 or 3
Purchasing Agent	1
Director	2, 3, and/or 4
Principal	2

Disclosures for Consultants

The Superintendent or designee shall annually determine, on a case-by-case basis, which district consultants, if any, shall constitute District Officials and who shall disclose financial interests. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

TUSD Acknowledged:

CONFLICT OF INTEREST CODE

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 18110-18997	Regulations of the Fair Political Practices Commission
2 CCR 18438.1-18438.8	Campaign contribution-based conflicts of interest
2 CCR 18700-18760	Conflicts of Interest
2 CCR 18722-18740	Disclosure of interests
2 CCR 18753-18756	Conflict of interest codes
2 CCR 18940.2	Gift limit amount
Ed. Code 1006	Prohibition against school district employees serving on county board of education
Ed. Code 35107	School district employees
Ed. Code 35230-35240	Corrupt practices
Ed. Code 35233	Prohibitions applicable to members of governing boards
Ed. Code 41000-41003	Moneys received by school districts
Ed. Code 41015	Investments
Fam. Code 297.5	Rights, protections, and benefits of registered domestic partners
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 1125-1129	Incompatible activities
Gov. Code 53234-53235.2	Ethics training
Gov. Code 81000-91014	Political Reform Act
Gov. Code 82011	Code reviewing body
Gov. Code 82019	Definition; designated employee
Gov. Code 82028	Definition; gift
Gov. Code 82030	Definition; income
Gov. Code 82033	Definition; interest in real property
Gov. Code 82034	Definition; investment
Gov. Code 84308	Campaign disclosure
Gov. Code 87100-87505	Political Reform Act; conflict of interest
Gov. Code 89501-89503	Honoraria and gifts
Gov. Code 89506	Ethics; travel
Gov. Code 91000-91014	Enforcement
Pen. Code 85-88	Bribes
Pub. Cont. Code 6102	Bribery of public official; voidable contract

TUSD Acknowledged:

CONFLICT OF INTEREST CODE

Rev. & Tax Code 203	Taxable and exempt property - colleges
Management Resources	**Description**
Attorney General Opinion	105 Ops.Cal.Atty.Gen.69 (2022)
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 868 (1980)
Attorney General Opinion	65 Ops.Cal.Atty.Gen. 606 (1982)
Attorney General Opinion	68 Ops.Cal.Atty.Gen. 171 (1985)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 255 (1986)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 320 (1997)
Attorney General Opinion	81 Ops.Cal.Atty.Gen. 327 (1998)
Attorney General Opinion	82 Ops.Cal.Atty.Gen. 83 (1999)
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 60 (2002)
Attorney General Opinion	86 Ops.Cal.Atty.Gen. 138(2003)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 217 (2006)
Attorney General Opinion	92 Ops.Cal.Atty.Gen. 19 (2009)
Attorney General Opinion	92 Ops.Cal.Atty.Gen. 26 (2009)
Court Decision	Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261
Court Decision	Klistoff v. Superior Court (2007) 157 Cal.App.4th 469
Court Decision	Kunec v. Brea Redevelopment Agency (1997) 55 Cal.App.4th 511
Court Decision	McGee v. Balfour Beatty Construction, LLC, et al. (2016) 247 Cal. App. 4th 235
Court Decision	Thorpe v. Long Beach Community College District (2000) 83 Cal.App.4th 655
CSBA Publication	Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010
Fair Political Practices Commission Publication	Advice Letter: A-96-314 (December 18, 1996)
Fair Political Practices Commission Publication	Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005
Institute For Local Government Publication	Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009
Institute for Local Government Publication	Understanding the Basics of Public Service Ethics: Transparency Laws, 2009
Website	CSBA District and County Office of Education Legal Services
Website	Institute for Local Government
Website	Fair Political Practices Commission
Website	CSBA

TUSD Acknowledged:

CONFLICT OF INTEREST CODE

Cross Reference

Code	Description
1340	Access To District Records
1340	Access To District Records
1700	Relations Between Private Industry And The Schools
3230	Federal Grant Funds
3230	Federal Grant Funds
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3430	Investing
3430	Investing
3470	Debt Issuance And Management
3512	Equipment
3512-E(1)	Equipment
3600	Consultants
4112.8	Employment Of Relatives
4117.2	Resignation
4136	Nonschool Employment
4212.8	Employment Of Relatives
4217.2	Resignation
4236	Nonschool Employment
4312.8	Employment Of Relatives
4317.2	Resignation
4336	Nonschool Employment
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
7140	Architectural And Engineering Services
7140	Architectural And Engineering Services
7214	General Obligation Bonds
7214	General Obligation Bonds
9000	Role Of The Board
9005	Governance Standards
9140	Board Representatives
9200	Limits Of Board Member Authority
9220	Governing Board Elections
9220-E(1)	Governing Board Elections
9222	Resignation
9230	Orientation
9240	Board Training
9320	Meetings And Notices

TUSD Acknowledged:

CONFLICT OF INTEREST CODE

9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9323	Meeting Conduct

TUSD Acknowledged:

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 10, 2026
SUBJECT: **Adopt Revisions to Board Policy 4000 Concepts and Roles in Personnel (First Reading)**

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to Concepts and Roles in Personnel, the District seeks to update and replace the existing individual board policies.

RECOMMENDATION: Adopt Revisions to Board Policy 4000 Concepts and Roles in Personnel (First Reading).

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

CONCEPTS AND ROLES IN PERSONNEL

The Governing Board wishes to establish, through the personnel policies and regulations of the district, conditions that will attract and hold the best qualified personnel for all positions, who will devote themselves to the education and welfare of the students of the district.

The Governing Board believes that its personnel policies must be developed through the cooperation and participation of the employee organizations, the administrative staff, and the board, in an atmosphere of mutual faith and good will.

The Governing Board affirms its intention to have all policies, regulations and procedures of the district conform to all requirements of law and state regulations, including affirmative action, equal employment opportunity, district-wide single-standard salary schedules, and comparable staffing, programs, instructional supplies and curriculum materials.

Provisions for the implementation of adopted policies should include channels of communication and procedures for the handling of professional and ethical problems, through which all persons or groups affected may voice their opinions.

The Governing Board

1. Adopts wage and salary schedules.

2. Elects or rejects employees on the nomination of the superintendent.

3. Determines principles of treatment for employees, such as those in connection with sick leave, leave of absence, in-service training, retirement, etc., either through the policies and regulations of the district or through negotiations with exclusive representatives (employee organizations).

4. Serves as a court of appeal in cases referred by the superintendent or which may be appealed by employees directly from the superintendent's judgment, or as specified in adopted employee organization bargaining agreements.

The Superintendent

1. Nominates for employment all certificated and classified personnel.

2. Recommends disciplinary action, including suspension and dismissal, against employees whenever there is sufficient evidence warranting any such action according to board policy and administrative regulations, and/or state or federal laws and regulations.

CONCEPTS AND ROLES IN PERSONNEL

The Superintendent (continued)

3. With the staff, assigns, directs and supervises the work of all employees with due regard for the individual rights involved, proposes salary schedules for staff members not covered by an employee organization agreement, and serves as consultant to the board throughout negotiations with employee organizations on all matters under negotiations.

Working Relationships between Board and Superintendent

The Governing Board desires to be guided principally by the advice of the superintendent in regard to its relations with certificated and classified personnel.

The Governing Board does not desire to exercise its employment responsibilities contrary to the recommendation of the superintendent, and will not employ any person unless recommended by the superintendent. If a nomination by the superintendent is not acceptable to the board, the nomination shall be withdrawn, and the superintendent shall present other nominations to the board for consideration.

The Governing Board agrees that all approaches by employees to the board or to the individual members of the board shall be referred to the superintendent for consideration and judgment, and to act as a court of appeals only after referrals have been made to the superintendent.

The Governing Board desires that the superintendent conduct the district's personnel relations with fair and sound practices approved by the board.

Legal Reference:

EDUCATION CODE

35020	Duties of employees fixed by Governing Board
35035	Powers and duties of superintendent
35160	Powers of Governing Board
44490	Incentives to teachers of demonstrated ability

GOVERNMENT CODE

3540-3549.3	Public educational employer-employee relations
12940	et seq. Discrimination prohibited; unlawful practices generally

CONCEPTS AND ROLES IN PERSONNEL

The Governing Board believes that the academic achievement, personal growth, and well-being of district students, and the success of district programs, hinges on district personnel. The Board desires to establish safe and supportive working conditions that will attract and retain staff members who are highly qualified and dedicated to the education and welfare of students.

The Board recognizes that every employee has a role in the district's successful operation. The Board encourages all district employees to express their ideas, concerns, and proposals related to the improvement of working conditions and the total educational program. The district's personnel policies and related regulations shall be designed to ensure a supportive, positive climate and shall be consistent with collective bargaining agreements and in conformance with state and federal law and regulations.

The district's relationship with its collective bargaining units is critical to enhancing organizational effectiveness and improving student outcomes. Whenever possible, it is the intent of the Board that the district communicate and collaborate regularly with the representatives of collective bargaining units to resolve conflict.

As the legal representative of the district in negotiations with employee representatives, the Board shall set goals and guidelines for collective bargaining and take action on any tentative agreement. Additionally, the Board, in conjunction with the Superintendent, shall select the district's bargaining team and maintain communications with the negotiating team during the bargaining process.

Terms and conditions of employment which have been negotiated and stated in employee contracts shall have the force of policy. The Board shall hear employee complaints and appeals when such hearings are in accordance with Board policy or negotiated agreements. Additionally, the Board shall adopt wage and salary schedules and shall commit budget funds for staff development so that staff members may continue developing their skills.

The Superintendent has responsibility for overseeing district personnel. To support this effort, the Board shall approve a framework for sound hiring practices. The Superintendent shall nominate all personnel for employment, and the Board shall approve only those persons so recommended. Individuals who approach Board members regarding prospective employment shall be referred to the Superintendent or designee.

The Superintendent or designee shall assign and supervise the work of all employees and shall evaluate their work in accordance with all applicable collective bargaining agreements and any accountability systems approved by the Board. Additionally, the

CONCEPTS AND ROLES IN PERSONNEL

Superintendent or designee shall recommend disciplinary action which the Board may take against employees when warranted pursuant to Board policy, administrative regulations, and/or state or federal law.

The Superintendent or designee shall establish procedures whereby the Superintendent or designee will receive and consider employee suggestions and submit them, when appropriate, for consideration by the Board.

Legal References:

State	Description
Ed. Code 35020	Duties of employees fixed by governing board
Ed. Code 35035	Powers and duties of the superintendent; transfer authority
Ed. Code 35160	Authority of governing boards
Gov. Code 3540-3549.3	Educational Employment Relations Act

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 27, 2026
SUBJECT: **Adopt Revisions to Board Policy 4119.26, 4219.26, 4319.26 Maintaining Appropriate Adult-Student Interactions (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 Maintaining Appropriate Adult-Student Interactions, the District seeks to update and replace the existing individual board policies.

RECOMMENDATION: Adopt Revisions to Board Policy 4119.26, 4219.26, 4319.26 Maintaining Appropriate Adult-Student Interactions (Second Reading)

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

MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS

The Governing Board desires to provide a positive school environment that protects the safety and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, including employees, independent contractors, and volunteers, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting. Such adults shall not engage in unlawful or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

Employees are prohibited from entering into or attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature.

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent or designee. The Superintendent or designee shall protect anyone who reports a violation from retaliation. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred from school grounds and activities in accordance with law. The Superintendent or designee may also notify law enforcement as appropriate.

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)

Inappropriate Conduct

Employees shall remain vigilant of their position of authority and not abuse it when relating with students. Examples of employee conduct that can undermine professional adult-student interactions or create the appearance of impropriety include, but are not limited to:

1. Initiating inappropriate physical contact

MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS

2. ~~Being alone with a student outside of the view of others~~

3. ~~Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent~~

4. ~~Maintaining personal contact with a student that has no legitimate educational purpose, by phone, letter, electronic communications, or other means, without including the student's parent/guardian or the principal~~

   ~~When communicating electronically with students, employees shall use district equipment or technological resources when available. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.~~

5. ~~Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee~~

6. ~~Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business~~

7. ~~Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames to individual students~~

8. ~~Addressing a student in an overly familiar manner, such as by using a term of endearment~~

9. ~~Socializing or spending time with students outside of school-sponsored events, except as participants in community activities~~

10. ~~Sending or accompanying students on personal errands unrelated to any legitimate educational purpose~~

11. ~~Transporting a student in a personal vehicle without prior authorization~~

12. ~~Encouraging students to confide their personal or family problems and/or relationships~~

13. ~~Disclosing personal, family, or other private matters to students or sharing personal secrets with students~~

MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS

For purposes of this policy employees include interns, volunteers, contractors, and other persons with an employment relationship with the district.

The Governing Board desires to provide a safe and positive school environment that promotes the learning, engagement, safety, and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting, in accordance with this policy and Board Policy 4119.21/4219.21/4319.21 - Professional Standards. Such adults shall not engage in threatening, unsafe, unlawful, or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district websites. (Education Code 44050)

Inappropriate Conduct

Employees shall remain vigilant of their position of authority and not abuse it when relating with students.

The Board prohibits inappropriate conduct between employees and students. (Education Code 32100)

Inappropriate employee conduct includes, but is not limited to:

1. **Initiating inappropriate physical contact**

2. **Attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature**

3. **Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student**

4. **Being alone with a student outside of the view of others**

MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS

5. **Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent**

6. **Maintaining personal contact with a student during or outside the school day that has no legitimate educational purpose, by phone, letter, text message, social media internet platforms, electronic communications, or other means of communication, without including the student's parent/guardian**

   In accordance with Board Policy/Administrative Regulation 4040 - Employee Use of Technology, employees shall use district equipment or technological resources, when available, when communicating electronically with students. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.

7. **Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee**

8. **Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business**

9. **Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames to individual students**

10. **Addressing a student in an overly familiar manner, such as by using a term of endearment**

11. **Socializing or spending time with students outside of school-sponsored events, except as participants in community activities**

12. **Sending or accompanying students on personal errands unrelated to any legitimate educational purpose**

13. **Transporting a student in a personal vehicle without prior authorization**

14. **Encouraging students to confide personal or family problems and/or relationships**

15. **Disclosing personal, family, or other private matters to students or sharing personal secrets with students**

TUSD Adopted: 08.22.23
TUSD Revised:

MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS

16. **Engaging in any conduct that endangers or threatens to endanger students, including, but not limited to, physical violence or threats of violence**

17. **Engaging in harassing or discriminatory behavior towards students, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed**

18. **Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child**

19. **Using profane, obscene, or abusive language against students**

Violations of Policy

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent or designee. The Board prohibits retaliation against anyone who reports a violation of this policy. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred from school grounds and activities in accordance with law. Additionally, the Superintendent or designee may also notify law enforcement as appropriate.

Legal References:

State	**Description**
5 CCR 80303	Reports of change in employment status; alleged misconduct
5 CCR 80304	Notice of sexual misconduct
Ed. Code 32100	**Professional boundaries between adults and students and the safety of learning environments**
Ed. Code 44030.5	Reporting change in employment status due to alleged misconduct
Ed. Code 44050	Employee code of conduct; interaction with students
Ed. Code 44242.5	Reports and review of alleged misconduct
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 48980	Parent/Guardian notifications
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act

TUSD Adopted: 08.22.23
TUSD Revised:

MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS

Management Resources	**Description**
Website	CSBA District and County Office of Education Legal Services

~~**Code**~~	~~**Description**~~
~~4218~~	~~Dismissal/Suspension/Disciplinary Action~~
~~4118~~	~~Suspension~~
~~4117.4~~	~~Dismissal~~
~~4218~~	~~Dismissal Suspension and Demotion~~

Code	**Description**
0420.4	Charter School Authorization
0420.41	Charter School Oversight
0420.41-E(1)	Charter School Oversight
0450	Comprehensive Safety Plan
1240	Volunteer Assistance
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4111	Recruitment And Selection
4116	Probationary/Permanent Status
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4121	Temporary/Substitute Personnel
4211	Recruitment And Selection
4216	Probationary/Permanent Status
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4311	Recruitment And Selection
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
5131	Conduct
5141.4	Child Abuse Prevention And Reporting
5142	Safety

TUSD Adopted: 08.22.23
TUSD Revised:

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: August 12, 2026
RE: **Acknowledge New Administrative Regulation 4112.23 Special Education Staff and Abolish Board Policy 4112.23 Special Education Staff (First Reading)**

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to Special Education Staff, the District seeks to abolish Board Policy 4112.23 and acknowledge the new Administrative Regulation 4112.23.

RECOMMENDATION: Acknowledge New Administrative Regulation 4112.23 and Abolish Board Policy 4112.23 Special Education Staff (First Reading).

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

SPECIAL EDUCATION STAFF

Qualifications/Assignment of Special Education Teachers

Any teacher assigned to serve students with disabilities shall possess an appropriate credential or other authorization issued by the Commission on Teacher Credentialing (CTC) that specifically authorizes him/her to teach students with the primary disability within the program placement recommended in the students' individualized education program (IEP). (5 CCR 80046.1-80048.9.4)

The district may employ a person with an appropriate district intern credential to provide classroom instruction to students with disabilities, provided he/she has met the subject matter requirement specified in Education Code 44325 and receives guidance, supervision, and professional development through an established district intern program. (Education Code 44325, 44326, 44830.3)

The Superintendent or designee may request that the CTC issue a special education limited assignment teaching permit which authorizes a qualified special education teacher, with his/her written consent, to serve outside the specialty area of his/her credential. If the teacher has not yet obtained permanent status, the Superintendent or designee shall assign one or more experienced educators in the special education subject area(s) of the permit, who have at least three years of full-time teaching experience in each of the subject area(s) of the permit, to provide guidance and assistance to the permit holder. (5 CCR 80026, 80027.1)

As needed, the district may apply to the CTC for an emergency permit for resource specialist services pursuant to 5 CCR 80023.2 and 80024.3.1.

When requesting either a limited assignment teaching permit or an emergency resource specialist permit, the Superintendent or designee shall submit a Declaration of Need for Fully Qualified Educators that satisfies the requirements of 5 CCR 80026 and has been approved by the Board at a regularly scheduled Board meeting. (5 CCR 80026)

If there is a need to immediately fill a classroom vacancy or a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may, as appropriate, apply to the CTC for a short-term staff permit pursuant to 5 CCR 80021, a provisional internship permit pursuant to 5 CCR 80021.1, or, as a last resort, a credential waiver.

Individuals providing related services to students with disabilities, including developmental, corrective, and other supportive and related services, shall meet the applicable qualifications specified in 5 CCR 3051-3051.24. (5 CCR 3051; 34 CFR 300.34, 300.156)

TUSD Acknowledged:

SPECIAL EDUCATION STAFF

The Superintendent or designee shall provide ongoing professional development as needed to assist special education staff in updating and improving their knowledge and skills.

Whenever a candidate for a clear education specialist credential is employed by the district, the Superintendent or designee shall, within 60 days of employment, collaborate with the candidate and, as applicable, with the college or university to develop an individualized induction plan including supported induction and job-related course of advanced preparation. (5 CCR 80048.8.1)

Resource Specialists

The duties of resource specialists shall include, but are not limited to: (Education Code 56362; 5 CCR 80070.5)

1. Providing instruction and services for students with disabilities whose needs have been identified in an IEP

2. Conducting educational assessments

3. Providing information and assistance for students with disabilities and their parents/guardians

4. Providing consultation, resource information, and material regarding students with disabilities to staff members in the regular education program and the students' parents/guardians

5. Coordinating special education services with the regular school program for each student with disabilities enrolled in the resource specialist program

6. Monitoring student progress on a regular basis, participating in the review and revision of IEPs as appropriate, and referring students who do not demonstrate appropriate progress to the IEP team

7. Providing services for secondary students that emphasize academic achievement, career and vocational development, and preparation for adult life

Any student who receives resource specialist services shall be assigned to regular classroom teacher(s) for a majority of the school day, unless his/her IEP team approves enrollment in the resource specialist program for a majority of the school day. (Education Code 56362; 5 CCR 80070.5)

TUSD Acknowledged:

SPECIAL EDUCATION STAFF

Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes. (Education Code 56362)

The district's resource specialist program shall be under the direction of a resource specialist who possesses the qualifications specified in Education Code 56362.

Caseloads

The Superintendent or designee shall ensure that caseloads for special education teachers are within the maximum caseloads established by law, the collective bargaining agreement, and/or the comprehensive plan of the Special Education Local Plan Area (SELPA) in which the district participates.

No resource specialist shall have a caseload which exceeds 28 students. As necessary and with the agreement of the resource specialist, the Governing Board may request a waiver from the State Board of Education to increase the caseload to no more than 32 students, provided that an individual resource specialist does not have a caseload exceeding 28 students for more than two school years and has the assistance of an instructional aide at least five hours daily during the period of the waiver. (Education Code 56362, 56362.1; 5 CCR 3100)

The average caseload for language, speech, and hearing specialists shall not exceed 55 cases, unless the SELPA plan specifies a higher average caseload and states the reasons for the higher average caseload. The maximum caseload for speech and language specialists exclusively serving children with disabilities age 3-5 years shall not exceed 40. (Education Code 56363.3, 56441.7)

Legal References:

State	Description
5 CCR 3051.1-3051.24	Staff qualifications to provide related services to students with disabilities
5 CCR 3100	Waivers of maximum caseload for resource specialists
5 CCR 80021.1	Provisional internship permit
5 CCR 80023.2	Emergency permits
5 CCR 80025.4	Substitute teaching; special education
5 CCR 80026	Declaration of need for fully qualified educators

TUSD Acknowledged:

SPECIAL EDUCATION STAFF

State	Description
5 CCR 80027.1	Special education limited assignment teaching permit
5 CCR 80046.1	Added authorization to teach adapted physical education
5 CCR 80046.5	Credential holders authorized to serve students with disabilities
5 CCR 80047-80047.9	Credentials to provide instructional services to students with disabilities
5 CCR 80048-80048.9.4	Credential requirements and authorizations
5 CCR 80070.1-80070.6	Resource specialists
5 CCR 80334	Unauthorized private gain or advantage
Ed. Code 44250-44277	Credential types
Ed. Code 44256	Credential types; specialist instruction
Ed. Code 44258.9	County superintendent review of teacher assignment
Ed. Code 44265-44265.9	Special education credential
Ed. Code 44325-44328	District interns
Ed. Code 44830.3	Employing district interns
Ed. Code 56000-56865	Special education programs
Ed. Code 56195.8	Adoption of policies
Ed. Code 56361	Program options
Ed. Code 56362-56362.5	Resource specialist program
Ed. Code 56363.3	Maximum caseload; language, speech, and hearing specialists
Ed. Code 56440-56441.7	Programs for individuals between the ages of three and five years; caseloads
Ed. Code 8264.8	Staffing ratios

Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
34 CFR 300.156	Special education personnel requirements

TUSD Acknowledged:

SPECIAL EDUCATION STAFF

Federal	Description
34 CFR 300.34	Related services
34 CFR 300.8	Definition of autism

TUSD Acknowledged:

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 12, 2026
SUBJECT: **Adopt Revisions to Board Policy and Administrative Regulation 4030 Nondiscrimination in Employment (First Reading)**

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and administrative regulations as current laws and requirements change. In alignment with CSBA updates to Nondiscrimination in Employment, the District seeks to update and replace the existing board policy and administrative regulation.

RECOMMENDATION: Adopt Revisions to Board Policy and Administrative 4030 Nondiscrimination in Employment (First Reading).

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

NONDISCRIMINATION IN EMPLOYMENT

~~The district shall not unlawfully discriminate against or tolerate the harassment of employees or job applicants on the basis of their sex, race, color, religious creed, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, military service or lack thereof, or perceived sexual orientation.~~

~~Equal employment opportunity shall be provided to all employees and applicants. Physically or mentally disabled employees or applicants may request reasonable accommodation.~~

~~All employees are expected to carry out their responsibilities in a manner that is free from discriminatory statements or conduct. Employees who permit or engage in discrimination or harassment may be subject to disciplinary action up to and including dismissal.~~

~~The Superintendent or designee shall annually publicize this policy and the availability of grievance procedures throughout the district and the community.~~

~~Legal Reference:~~

~~EDUCATION CODE~~
~~44100 Legislative intent, affirmative action employment~~

~~GOVERNMENT CODE~~
~~11135 Unlawful discrimination~~
~~12900-12996 Fair Employment and Housing Act~~

~~LABOR CODE~~
~~1102.1 Employment discrimination: sexual orientation~~

~~UNITED STATES CODE, TITLE 20~~
~~1683 et seq. Civil Rights Restoration Act~~

~~UNITED STATES CODE, TITLE 29~~
~~621 et seq. Age Discrimination in Employment Act~~
~~791 et seq. Vocational Rehabilitation Act of 1973, Sections 503 and 504~~

~~UNITED STATES CODE, TITLE 38~~
~~2011 et seq. Vietnam Era Veterans' Act~~

~~UNITED STATES CODE, TITLE 42~~
~~12101 et seq. Americans With Disabilities Act~~
~~2000d & 2000e et seq. Title VI & Title VII, Civil Rights Act of 1964 as amended~~
~~2000h-2 et seq. Title IX, 1972 Education Act Amendments~~

~~CODE OF FEDERAL REGULATIONS, TITLE 28~~
~~35.107 Designation of responsible employee and adoption of grievance procedures~~

TUSD Adopted: 12.10.96
TUSD Revised:

NONDISCRIMINATION IN EMPLOYMENT

~~CODE OF FEDERAL REGULATIONS, TITLE 29~~
~~1630.2(r) Direct threat~~

~~CODE OF FEDERAL REGULATIONS, TITLE 34~~
~~106.9 Notifications~~

NONDISCRIMINATION IN EMPLOYMENT

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy and accompanying administrative regulation, employees include interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of one, or a combination of two or more, protected characteristics which include, but may not be limited to, the employee's actual or perceived race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; religious creed; age; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; and parental, marital, and family status; or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 230, 260; Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688, 29 USC 621, 42 USC 2000d-2000d-7, 2000e-2)

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that such inquiry is necessary to comply with federal immigration law. (2 CCR 11028)

In addition, unless otherwise provided for in law, the district may not discriminate against an employee in any term or condition of employment, or otherwise penalize a person, including termination, based on the person's use of cannabis off the job and away from the workplace, or on a drug screening which finds that the person has nonpsychoactive cannabis metabolites in the person's hair, blood, urine, or other bodily fluid. However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. **Hiring, compensation, terms, conditions, and other privileges of employment**

2. **Taking adverse employment actions such as termination or denial of employment, promotion, job assignment, or training**

3. **Unwelcome conduct, whether verbal, physical, or visual, that is offensive and so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the employee's**

work performance or creating an intimidating, hostile, or offensive work environment

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:

   a. Sex discrimination based on one, or a combination of two or more protected characteristics, which include, but may not be limited to, an employee's pregnancy, childbirth, breastfeeding, or any related medical condition, or on an employee's gender, gender expression, gender identity, or sexual orientation

   b. Religious creed discrimination based on an employee's religious belief, observance, and practice, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

   c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

   d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

   e. Requiring an employee to disclose information relating to the employee's reproductive health decision-making

   f. Including a statement in a job advertisement, posting, application, or other material that an applicant is required to have a driver's license, unless the district reasonably expects driving to be one of the job functions for the position and reasonably believes that satisfying the job function using an alternative form of transportation would not be comparable in travel time or cost to the district

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

TUSD Adopted: 12.10.96
TUSD Revised:

NONDISCRIMINATION IN EMPLOYMENT

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign a release of the employee's claim or right to file a claim against the district or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator within one workday. All other employees shall report such incidents to their supervisor or designated district coordinator within one workday.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation. However, complaints alleging sexual harassment under Title IX shall be investigated and resolved in accordance with the procedures specified in Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Civil Rights Department, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

TUSD Adopted: 12.10.96
TUSD Revised:

NONDISCRIMINATION IN EMPLOYMENT

Legal References:

State	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11027-11028	National origin and ancestry discrimination
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
CA Constitution Article 1, Section 1	Inalienable rights
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 200-280	Prohibition of discrimination
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-12954	Unlawful employment practices
Gov. Code 12960-12976	Unlawful employment practices; complaints
Lab. Code 1030-1034	Lactation Accommodation
Lab. Code 1197.5	Wages, hours, and working conditions
Lab. Code 79-107	Division of Labor Standards Enforcement
Pen. Code 422.56	Definitions; hate crimes

Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
29 CFR 1636	Implementation of the Pregnant Workers Fairness Act
29 USC 218d	Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act
29 USC 621-634	Age Discrimination in Employment Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.6	Title VI; Compliance information
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 104.8	Notice of Nondiscrimination on the Basis of Handicap
34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX
34 CFR 110.1-110.39	Nondiscrimination on the basis of age
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008

TUSD Adopted: 12.10.96
TUSD Revised:

NONDISCRIMINATION IN EMPLOYMENT

42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs
U.S. Constitution, First Amendment	Free exercise, free speech, and establishment clauses

TUSD Adopted: 12.10.96
TUSD Revised:

NONDISCRIMINATION IN EMPLOYMENT

A. Purpose and Scope

To provide guidance and direction for principals and/or other administrative personnel regarding discrimination in the workplace.

B. General

1. The district shall not unlawfully discriminate against or tolerate the harassment of employees or job applicants on the basis of their sex, race, color, religious creed, national origin, ancestry, age over 40, marital status, pregnancy, physical or mental disability, medical condition, Vietnam era veteran status or actual or perceived sexual orientation.

2. Equal employment opportunity shall be provided to all employees and applicants.

3. All employees are expected to carry out their responsibilities in a manner that is free from discriminatory statements or conduct.

4. The Superintendent or designee shall annually publicize this policy and the availability of grievance procedures throughout the district and the community.

C. Forms Used and Additional References

1. Grievance form

D. Procedure

Unlawful harassment based on a person's race, sex, or other attribute listed in the district's nondiscrimination policy includes, but is not limited to, the following:

1. slurs, epithets, threats, or verbal abuse;

2. derogatory or degrading comments, descriptions, drawings, pictures or gestures;

3. unwelcome jokes, stories or teasing; and

4. any other verbal, visual or physical conduct which adversely affects the individual's employment opportunities or has the purpose or effect of unreasonably interfering with his/her work performance of creating an intimidating, hostile or offensive working environment.

Harassment may arise not only as a result of the offender's intention, but also as a result of the offended person's perception of the offensive conduct and the way in which it affects him/her.

NONDISCRIMINATION IN EMPLOYMENT

Any employee or applicant for employment who feels that he/she is being unlawfully harassed should immediately contact his/her supervisor or the Superintendent or designee in order to obtain procedures for reporting a complaint. Such complaints can be filed in accordance with AR 4031 - Complaints Concerning Discrimination in Employment.

Any supervisor who receives a harassment complaint shall notify the Superintendent or designee, who shall ensure that the complaint is appropriately investigated. Discrimination complaint procedures prohibit retaliatory behavior against any complainant or any participant in the complaint process.

E. Reports Required

Please see AR 4031

F. Record Retention

Grievance file

G. Responsible Administrative Unit

Human Resources

H. Approved By

Associate Superintendent for Human Resources

NONDISCRIMINATION IN EMPLOYMENT

All complaints alleging discrimination in employment, as defined in the accompanying Board policy, shall be investigated and resolved in accordance with procedures specified in this administrative regulation. However, complaints alleging sexual harassment under Title IX shall be investigated and resolved in accordance with the procedures specified in Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to organize and manage the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

Associate Superintendent of Human Resources
(position title)
1875 W. Lowell Avenue, Tracy, CA 95376
(address)
(209) – 830-3260
(telephone number)
tjalique@tusd.net
(email)

Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

1. **Display in a prominent and accessible location at every work site where the district has employees, and post electronically in a conspicuous location on computers for employee use, up-to-date California Civil Rights Department (CRD) posters on the prohibition of workplace discrimination and harassment, the rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth (Government Code 12950; 2 CCR 11013, 11023, 11049)**

2. **Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (Education Code 234.1; 5 CCR 4960; 34 CFR 100.6, 106.8)**

    a. **Including them in each announcement, bulletin, or application form that is used in employee recruitment**

    b. **Posting them in all district schools and offices, including staff lounges and other prominent locations**

c. Posting them on the district's website and providing easy access to them through district-supported social media, when available

3. Disseminate the district's nondiscrimination policy and administrative regulation to all employees by one or more of the following methods: (2 CCR 11023)

   a. Printing and providing a copy to all employees, with an acknowledgment form for each employee to sign and return

   b. Sending a copy via email with an acknowledgment return form

   c. Posting a copy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies

   d. Discussing the policy and regulation with employees upon hire and/or during a new hire orientation session

   e. Any other way that ensures employees receive and understand the policy

4. Provide to employees a handbook which contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to employees who believe they have been the victim of any discriminatory or harassing behavior

5. Provide training regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

   The district may also provide bystander intervention training to employees that includes information and practical guidance on how to recognize potentially problematic behaviors and which may motivate them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

6. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law and Board Policy 4111 - Recruitment and Selection

7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce (2 CCR 11023)

Complaint Procedure

NONDISCRIMINATION IN EMPLOYMENT

Any complaint alleging unlawful discrimination or harassment covered by this administrative regulation and accompanying Board policy shall be addressed in accordance with the following procedures:

1. **Notice and Receipt of Complaint: A complainant may inform a direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman**

   The complainant's direct supervisor may be bypassed in filing a complaint when the supervisor is the subject of the complaint.

   The complainant may first attempt to resolve the situation informally with the complainant's supervisor before filing a complaint.

   A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a complaint.

   The complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, any available evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. **Investigation Process: The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a complaint has been filed or whether the complaint is complete**

   The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be disclosed as necessary to conduct an effective investigation.

   If the coordinator determines that a detailed fact-finding investigation is necessary, the investigation shall begin immediately. As part of this investigation, the coordinator should interview the complainant, the person(s) accused, and other persons who could be expected to have relevant information.

   The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

When necessary to carry out the investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The coordinator shall also determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed in order to prevent further incidents. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. Written Report on Findings and Remedial/Corrective Action: No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of the findings

   This timeline may be extended by the coordinator for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

   The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report shall also include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. The report shall be presented to the Superintendent or designee.

   A summary of the findings shall be presented to the complainant and the person accused.

4. Appeal to the Governing Board: The complainant or any of the person(s) accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings

   The Superintendent or designee shall provide the Board with all information presented during the investigation and the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either CRD or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

For filing a complaint with CRD alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to

NONDISCRIMINATION IN EMPLOYMENT

Government Code 12960 (Government Code 12960)

1. **For filing a complaint with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)**

2. **For filing a complaint with EEOC after first filing a complaint with CRD, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by CRD, whichever is earlier (42 USC 2000e-5)**

An employee may also file a complaint with the Wage and Hour Division of the U.S. Department of Labor for an alleged violation of the PUMP Act and/or EEOC for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2)

Additionally, an employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

Legal References:

State	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11027-11028	National origin and ancestry discrimination
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
CA Constitution Article 1, Section 1	Inalienable rights
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 200-280	Prohibition of discrimination
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-12954	Unlawful employment practices
Gov. Code 12960-12976	Unlawful employment practices; complaints
Lab. Code 1030-1034	Lactation Accommodation
Lab. Code 1197.5	Wages, hours, and working conditions
Lab. Code 79-107	Division of Labor Standards Enforcement
Pen. Code 422.56	Definitions; hate crimes

NONDISCRIMINATION IN EMPLOYMENT

Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
29 CFR 1636	Implementation of the Pregnant Workers Fairness Act
29 USC 218d	Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act
29 USC 621-634	Age Discrimination in Employment Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.6	Title VI; Compliance information
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 104.8	Notice of Nondiscrimination on the Basis of Handicap
34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX
34 CFR 110.1-110.39	Nondiscrimination on the basis of age
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs
U.S. Constitution, First Amendment	Free exercise, free speech, and establishment clauses

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 15, 2026
SUBJECT: **Approve Revised Job Description for Principal of TISCS and Alternative Programs**

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. The proposed revisions are being made to address tasks necessary for the TISCS summer school program.

RATIONALE: This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: General Fund.

RECOMMENDATION: Approve Revised Job Description for Principal of TISCS and Alternative Programs.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION: Principal of TISCS and District Alternative Programs

DEPARTMENT: Educational Services

POSITION SUMMARY: The Principal of TISCS, under the direction of the Superintendent, assumes responsibilities in administration of the District Alternative Programs, guidance, and general administrative functions and Tracy Charter School Independent Study instructional programs. In addition, this position serves as serves as the instructional leader for the professional and paraprofessional staff assigned to the site and is responsible for management of all aspects of the school's operation, including: educational programming, supervision of all instruction, supervision and evaluation of certificated and classified employees, communication with the school community, supervision of school in-service programs, compliance with all federal, state and District laws, regulations, policies and requirements, and other related work as required.

ESSENTIAL FUNCTIONS:

1. Directs and administers the District Alternative Programs.
2. Supervises and evaluates the performance of certificated and classified staff in accordance with the District's guidelines for evaluation and assessment.
3. Receives and investigates parent complaints and processes appeals related to student progress and placement.
4. Directs and administers the school's student discipline program.
5. Works with teachers, para educators and students on issues related to student attendance.
6. Helps students to define their long-range educational goals and assists students in establishing short-range goals for each school year and in setting personal performance standards.
7. Maintains a file on each student advised; a record of conferences with students and parents; and a record of student grades, warnings, progress reports; and current course of studies for individual students.
8. Participates in curriculum development, facility planning, personnel and budget functions, and task forces that will enhance the District's Alternative Programs.
9. Provides guidance to site and District personnel in identifying, planning, developing and implementing alternative programs.
10. Assists with the development of policies, administrative regulations and guidelines for alternative programs.
11. Processes and investigates personnel and sexual harassment complaints.
12. Provides leadership to the staff in determining objectives and identifying school needs as a basis for developing long and short-term plans for the school programs.
13. Interprets and implements the District approved curriculum program in the light of state standards and individual school needs.
14. Responsible for the overall supervision of the instructional program of alternative programs.
15. Assists with the establishment of an effective school administrative team organizational structure with clear lines of responsibility and with the necessary delegation of authority.

16. Identifies, provides, assigns and coordinates in-service growth opportunities for teaching personnel within each school.
17. Assigns all students to appropriate programs in such a way as to encourage their optimum growth.
18. Makes periodic appraisals of student progress, analyzes the data, disseminates the information, consults with all interested parties and initiates appropriate strategies for improvement.
19. Develops LCAP for TISCS, school plans, handbooks, and organizational procedures for health, safety, discipline and conduct of students as established in District procedures.
20. Plans, coordinates, and evaluates the total program of student services including guidance, course selection and academic advising.
21. Directs, administers and coordinates all state and district student assessment/testing programs.
22. Plans, directs and supervises the business operations of the school.
23. Attends and participates in IEP, SST, and other required student meetings and/or conferences.
24. Responsible for maintaining a program of public relations, establishes active, cooperative relationships with parents, and promotes the activities of the School Site Council and other parent groups.
25. Plans for the most effective use of curriculum materials, instructional supplies, equipment, building facilities and school grounds.
26. Ensures that programs and curricula are designed to achieve the District's annual student achievement goals.
27. Establish and maintain cooperative working relationships with those contacted during the course of work.
28. Maintains regular and prompt attendance in the workplace.
29. Performs other related duties as assigned.
30. Provides guidance and assistance in District Alternative Programs to the Educational Services Division.
31. **Coordinates, implements, and supervises the Tracy Independent Study Charter School summer school program, including program planning, staffing, student enrollment and placement, instructional programming, daily operations, and compliance with District policies and applicable state and federal requirements.**

EDUCATION AND EXPERIENCE:

Previous school site teaching or administrative experience preferred. A valid California Administrative Service Credential and valid California Teaching Credential required. A Master's Degree preferred.

SKILLS AND QUALIFICATIONS:

1. Knowledge of techniques and strategies for successful management and supervision, including observation, diagnosis and conferencing with teachers to support instructional improvement.
2. Knowledge of evaluation, assessment and dismissal procedures related to certificated and classified staff.
3. Knowledge of standards-based instructional models.
4. Knowledge of federal, state and local legislation related to school administration, including the California Education Code, Health and Welfare Code, Code of Regulations and TUSD Board of Education policies and administrative regulations.
5. Knowledge of principles and practices of public school administration, including budget development and maintenance.
6. Knowledge of current applications and use of technology to enhance instructional programs and support administrative activities.
7. Ability to provide strong instructional leadership.
8. Ability to plan, implement and monitor a comprehensive, standards-based educational program which addresses the needs of a diverse student population and meets the District's student achievement goals.

9. Ability to select and manage certificated and classified staff with skills and abilities that match school needs and enhance program effectiveness.
10. Ability to develop and implement teacher performance standards and regularly evaluate certificated and classified staff performance.
11. Ability to integrate current technology into work and job functions.
12. Ability to communicate effectively, orally and in writing.
13. Ability to provide and carry out oral and written directions, to read, write and speak at a level sufficient to fulfill the duties to be performed.
14. Ability to make fiscally responsible decisions.
15. Knowledge of the intellectual, social, emotional and physical needs of kindergarten through high school age students.

PHYSICAL REQUIREMENTS:
Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for extended periods of time.
4. Reach overhead, grasp, push/pull up to 50 pounds for short distances.
5. Enter data/information in a computer terminal and operate standard office equipment for extended periods of time.
6. See and read a computer screen and printed matter with or without vision aids.
7. Speak so that others may understand at normal levels and on the telephone.
8. Hear and understand at normal levels and on the telephone with or without hearing aids.
9. Lift and carry up to 50 pounds at shoulder height for short distances.

WORK ENVIRONMENT:
Employees in this position will be required to work indoors in a standard office and/or classroom environment and come in direct contact with school site staff, students, parents, and the public. In addition, the Principal of TISCS and District Alternative Programs must perform duties and responsibilities that occur outside school buildings and facilities, on the school campus, and at other school related activities and events.

SALARY: Leadership/Management Salary Schedule (LME) Range 56

DAYS OF SERVICE: ~~210~~ **220** Days

Board Approved TUSD: 2/14/2023
Revised: TBD