NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
SEPTEMBER 8, 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: **5:30 PM** **Closed Session**
7:00 PM **Open Session**

AGENDA

1. Call to Order **Pg. No.**

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

3. Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow 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 Reinstatements: 26/27#04
Education Code §48912
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.2.2 Confidential Student Matter: Early Graduation TISCS#10344699, TISCS#10349427, TISCS#10366917, TISCS#10357900, TISCS #10365913, TISCS #10364171, TISCS #10341257, TISCS #10359029, TISCS#10351014
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.2.3 Confidential Student Matter: Student Grade Appeal WHS #10342067
Education Code §49070
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.3 Human Resources:

3.3.1 Consider Leave of Absence Request for Management Employee #UC-1473 Modified
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.3.2 Consider Leave of Absence Request for Certificated Employee #UC-1477, Pursuant to Article XX
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.3 Approve Amended Unpaid Leave of Absence for Classified Employee #UCL-589
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.4 Consider Settlement Agreement with Certificated Employee
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.5 Consider Paid Leave of Absence for Classified Employee #UCL–590, Pursuant to Article XXIII
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.6 Consider Public Employee/Employment/Discipline/Dismissal/Release Government Code §54957
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.7 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 Report Out of Action Taken on Reinstatements: 26/27#04
3.2.1
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6b Report Out of Action Taken on Early Graduation: TISCS#10344699, TISCS#
3.2.2 10349427, TISCS#10366917, TISCS#10357900, TISCS #10365913, TISCS #10364171, TISCS #10341257, TISCS #10359029, TISCS#10351014
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6c Report Out of Action Taken on Student Grade Appeal WHS #10342067
3.2.3
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6d Report Out of Action Taken on Consider Leave of Absence Request for
3.3.1 Management Employee #UC-1473 Modified
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6e Report Out of Action Taken on Consider Leave of Absence Request for
3.3.2 Certificated Employee #UC-1477, Pursuant to Article XX
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6f Report Out of Action Taken on Approve Amended Unpaid Leave of Absence for
3.3.3 Classified Employee #UCL-589
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6g Report Out of Action Taken on Consider Settlement Agreement with Certificated
3.3.4 Employee
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6h 3.3.5 Report Out of Action Taken on Consider Paid Leave of Absence for Classified Employee #UCL–590, Pursuant to Article XXIII
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

7. **Approve Regular Minutes of August 25, 2026** **1-5**
Action: Motion__ ; Second __. **Vote:** Yes __; No __; Absent ___; Abstain ___

8. **Student Representative Reports:** N/A

9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
9.1 Freiler Elementary School, Principal Report
9.2 Villalovoz 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

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

12. **PUBLIC HEARING:**
12.1 Administrative & Business Services: N/A

12.2 Educational Services:
12.2.1 Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District **6**

13. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.
Board approval of any agenda item requiring insurance or fingerprint clearance is conditioned upon acceptance of appropriate documentation received by TUSD.
13.1 Administrative & Business Services:
13.1.1 Authorize the Director of Food Services to Solicit Proposals for the Commodity Processing of USDA Foods for the 2027-2028 School Year **7**
13.1.2 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District **8-9**
13.1.3 Ratify Routine Agreements, Expenditures, and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **10-11**

	13.1.4	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2026/27 School Year	**12-13**
13.2	**Educational Services:**		
	13.2.1	Approve Agreement for Special Contract Services with Marzano Resources for Professional Development for District Administrators on the Topic of High Reliability Schools for Spring 2027	**14-21**
	13.2.2	Receive and Acknowledge Annual Distribution of TUSD Uniform Complaint Procedures	**22-23**
	13.2.3	Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Kimball High School for the 2026-2027 School Year	**24-30**
	13.2.4	Approve Agreement for Monte Vista Middle School Sixth Grade Students to Attend Exploring New Horizons Science Camp at Sempervirens in Santa Cruz County from November 30, 2026 to December 4, 2026	**31-51**
	13.2.5	Approve Agreement for Special Contract Services with Magic School AI	**52-57**
	13.2.6	Approve Agreement for Contract Services with K12 Tutoring for Schools, Inc. through the Expanded Learning Opportunities Program	**58-62**
	13.2.7	Approve Purchase of iPads for Expanded Learning After-School Staff and Partners to Support Student Attendance Procedures through the Expanded Learning Opportunities Program	**63-64**
	13.2.8	Approve Agreement with Operation Scholars to Offer the Friday Night Live Program at MVMS, WMS, KHS, THS and WHS for the 2026-2027 School Year	**65-69**
	13.2.9	Approve Independent Contractor Agreement for Services with Megan Stone, DO Inc. for the 2026-2027 School Year	**70-73**
	13.2.10	Approve Special Contract Services Agreement with The Bylund Clinic for an Independent Education Evaluation (IEE)	**74-77**
	13.2.11	Ratify Agreements Between Tracy Unified School District and the San Joaquin County Office of Education for Reimbursement of School Student Placement at North Valley Nonpublic School	**78-84**
	13.2.12	Ratify Master Contract for Non-Public School Creative Alternatives for the 2026-2027 School Year (Separate Cover)	**85**
	13.2.13	Approve Agreement for Contract Services with SchoolAI	**86-90**
	13.2.14	Ratify Agreement for Contract Services Between San Joaquin County Office of Education and TUSD for School Field Trips to Durham Ferry Outdoor Education Center for the 2026-2027 School Year	**91-94**
	13.2.15	Ratify Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Signature Family Engagement Training for Parents at Tracy High School	**95-97**
13.3	**Human Resources:**		
	13.3.1	Approve Resignations/Retirements/Leave of Absences for Classified, certificated, and/or Management Employment	**98-99**
	13.3.2	Approve Classified, Certificated, and/or Management Employment	**100-104**

13.3.3 Receive the District's Initial Bargaining Proposal for the Tracy Educators Association for the 2026-2027 School Year and Submit it for Negotiations, Pending Public Input **105-106**

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 Approve the Unaudited Statement of Receipts and Expenditures for the 2025-2026 Fiscal Year (Separate Cover) **107**

Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.1.2 Adopt Resolution #26-02 Recertifying the Appropriation "Gann" Limits for the 2025/2026 School Year for Tracy Unified School District **108-113**

Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.1.3 Consider Claim 677120 **114**

Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.2 Educational Services:

14.2.1 Adopt Resolution # 26-04 A Declaration that there are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District **115-121**

Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.2.2 Adopt New Board Policy and Administrative Regulation 5141.75 Extreme Weather (First Reading) **122-129**

Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.3 Human Resources:

14.3.1 Adopt Revisions to Board Policy 4000 Concepts and Roles in Personnel (Second Reading) **130-134**

Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.3.2 Adopt Revisions to Board Policy and Administrative Regulation 4030 Nondiscrimination in Employment (Second Reading) **135-150**

Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.3.3 Acknowledge New Administrative Regulation 4112.23 and Abolish Board Policy 4112.23 Special Education Staff (Second Reading) **151-155**

Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.3.4 Adopt New Board Policy 4033 Lactation Accommodation (First Reading) **156-158**

Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.3.5 Approve Revised Job Description for ELOP Site Lead **159-162**

Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.3.6 Acknowledge Receipt of Tracy Educators Association (TEA) Sunshine Proposal for the 2026-2027 School Year **163-164**

Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

15. Board Reports: An opportunity for board members to discuss items of particular importance or interest in the district.

16. **Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

17. **Board Meeting Calendar:**
    - **17.1** September 22, 2026
    - **17.2** October 27, 2026
    - **17.3** November 10, 2026
    - **17.4** December 15, 2026

18. **Upcoming Events:**

18.1	October 5 – 9, 2026	No School, Fall Break
18.2	October 19, 2026	No School, Parent/Teacher Conferences
18.3	November 11, 2026	No School, Veteran's Day Holiday
18.4	November 23 - 27, 2026	No School, Thanksgiving Break

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 25, 2026

6:45 PM: **1-3.** President Silcox called the meeting to order and adjourned to closed session.

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

7:02 PM **5.** President Silcox called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session:

6a	Action Taken on Finding of Facts: 26/27#01, 26/27#02, 26/27#03
3.2.1	
Action:	Cheeseman, Fagin **Vote:** Yes-7; No-0; Absent-0.
6b	Report Out of Action Taken on Reinstatements: 26/27#02, 26/27#03
3.2.2	
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6c	Report Out of Action Taken on Board Waivers: PES#10357468
3.2.3	
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
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:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6e	Report Out of Action Taken on Consider Leave of Absence for
3.3.1	Certificated Employee #UC - 1474
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6f	Report Out of Action Taken on Consider Revised Non-Paid Leave of
3.3.2	Absence for Classified Employee #UCL-581 Pursuant to Article XXIII
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6g	Report Out of Action Taken on Consider Revised Non-Paid Leave of
3.3.3	Absence for Classified Employee #UCL-587 Pursuant to Article XXIII
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6h	Consider Leave of Absence Requests for Certificated Employees #UC-
3.3.4	1475 and #UC-1476 Pursuant to Article XX
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.

Minutes: **7. Approve Regular Minutes of August 11, 2026.**
Action: Hawkins, Cheeseman. **Vote:** Yes-6; No-0; Absent-0; Abstain-1 (Silcox).

Audience: Jon Waggle, Michael Stagnaro, Vivian Ochoa, Scott Reynolds, Juan Lopez, Kaleigh Felisberto, Renee Etcheverry, Matt Shrout, Stu Jossey, Jason Noll, Aisha Patel,

Audra Munoz, Rocio Garcia, Jessica Cardoza, Bob Brownne, Erin Quintana, Angela Putt

Student Rep Reports:

9.1 Tracy High: Anthony Correia provided the board report on behalf of Noor Tatari who was unable to attend. THS started out the school year with a five-day spirit week with a rally, scheduled lunch time activities, and the senior sunrise. THS hosted Kimball and West High for a leadership development day that included leadership building activities and self-improvement workshops. The student body is looking forward to the football season and homecoming activities to come.

West High: Alexandra Larson and Josh Addo shared highlights from the first month of school. WHS began the school year with freshman orientation and a red-carpet welcome for all students as they arrived on the first day of school. The first senior event was a viewing of High School Musical 3 where the students enjoyed reminiscing together. During Rush Week, students learned details of the 40 clubs available to them this year. During the annual Leadership Day, hosted by Tracy High, they had the opportunity to ask Dr. Pecot questions and listen to Mayor Dan Arriola speak. Last Saturday, WHS held a ribbon cutting ceremony to celebrate their new state of the art Ag building.

Alternative Education: Tatum Cobarrubia reported that Stein students have found their stress levels have decreased due to the new cell phone rules. They are excited to begin their volleyball season with a tournament coming soon. The Barbering Academy students gave seventy-seven free back to school haircuts. Academy students have the ability to obtain their barbering certification through this exciting program.

Kimball High: Alvin Ablaza informed Kimball has launched learning labs to help students with rigorous advanced classes, and they have brought back their Community Service Block K. Over the course of September, they have held rallies, spirit days, and leadership is planning their Club Rush Week. Homecoming week at Kimball is scheduled for the week of October 23rd. Many sports have already started; their flag football and volleyball teams have had impressive wins. This Friday they are having a western themed football game; the half-time show will include performances from band, dance, and cheer.

Recognition & Presentations:

9.1 Recognize Stu Jossey for his Contributions to the TUSD Sport Programs Through his photography, website development, communication, and countless hours of volunteer service, Stu has made sure that the accomplishments of our student-athletes are seen, celebrated, and remembered. He was presented with a certificate.

9.2 South West Park Elementary School, Principal Report Principal Juan Lopez, and Assistant Principal Scott Reynolds, highlighted some of the ways South/West Park is supporting their school community. SWP offers Conventional, GATE, and Bilingual classes, and beginning next year, Dual Language Instruction. SWP continues to increase academic test scores across the board with growth in ELA, Science, and Math, with 3/4 of the students showing progress. Their Instructional

Leadership Team supports staff and the school vision by providing ongoing professional development and working closely with each grade level and program to support the implementation of STEM units and instructional strategies. With the assistance of their Parent Club, they hold many evening events over the course of the year, such as, movie, science, and arts and crafts nights, as well as Cafecito meetings and the PIQE program for parents.

Information & Discussion Items:

10.1 **Administrative & Business Services:** N/A

10.2 **Educational Services:**

10.2.1 **State Seal of Civic Engagement** Dr. Michael Stagnaro, Coordinator of Continuous Improvement. Provided information regarding the State Seal of Civic Engagement, a new program being offered this school year to 11th and 12th graders. The district's goal is to develop informed, responsible, and engaged citizens and for students to actively participate in democracy through academic engagement, civic knowledge and civic action. Some examples of the student requirements include academics, civic knowledge and a civic action project, on topics such as school improvement, public safety, and youth leadership. In May, the State Seals will be presented to seniors at an evening event and will appear on the student's diploma and transcripts. Application information is available on each high school web site.

Hearing of Delegations

11. Vivian Ochoa is an RSP teacher with TUSD here to speak regarding Special Education placement changes. Students identified as requiring special day class placement are being told there is no room available. She feels this is a violation of federal law and there is not equity and inclusion for these students. She asks why we can't give the best to every student regardless of their socio-economic standing and would like the board to show that they care.

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

13.1 **Administrative & Business Services:**

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

13.1.2 Approve Revolving Cash Fund Reports (July 2026)

13.1.3 Approve Payroll Reports (July 2026)

13.1.4 Approve Accounts Payable Warrants (July 2026) (Separate Cover)

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

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

13.2.2 Approve Special Contract Services Agreement with AVID College Tutors for the 2026-27 School Year

13.2.3 Approve Agreement for Special Contract Services with Renaissance

13.2.4 Approve Agreement with Timely for the 2026–2027 School Year

13.2.5 Approve Funding of the Agriculture Incentive Grant for Tracy High School for the 2026-2027 School Year

13.2.6 Approve Purchase of Four Graphic Arts Desktop Computers at Tracy High School

13.2.7 Ratify Agreement for Contract Services with 360 Degree Customer, Inc for the 2026–2027 School Year

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

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

13.3 Human Resources:

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

13.3.2 Approve Classified, Certificated and/or Management Employment

Action Items:

14.1 Administrative & Business Services:

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

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

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)

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

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

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

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

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

14.3.4 Adopt Revisions to Board Policy and Administrative Regulation 4030 Nondiscrimination in Employment (First Reading)

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

14.3.5 Approve Revised Job Description for Principal of TISCS and Alternative Programs

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

Board Reports:

Trustee Traina feels we are off to a great start, hearing of all the school spirit in the student representative reports. She also echoed the sentiment for Stu Jossey and the many hours he has put into the community, preserving moments for us. South West Park did a great job showing student academic gain and the State Seal of Civic Engagement is a very interesting project. She congratulated West High on the incredible welding facility; it is state-of-the-art. Trustee Secker also gave a shout out to the student representatives; it is great to see them enthused about returning to school. He was at the ceremony for the metal works facility. He was impressed with the coordination of the JROTC, choir, and the jazz band. Mr. Henderson did a great job. Trustee Cheeseman welcomed the student representatives back; their updates are her favorite part of the board meeting. The reports were outstanding and she is excited to learn more of the State Seal program. She also values hearing from the public. The board is unable to respond but they do listen to different opinions. Trustee Hawkins appreciates Ms. Ochoa's passion; however, the board cannot engage on topics not listed in the agenda. Trustee Alexander enjoyed the student reports and was fascinated to hear that Stein provided seventy-seven free haircuts for back to school. She is interested to hear how many students sign up for the Civic Engagement program. Trustee Fagin thanked the students for their reports and for coming out in the evening. The State Seal program is awesome, promoting community engagement and allowing students to present their ideas with support from the district. Trustee Silcox passed on comment

Superintendent Report:

Dr. Pecot passed on comment.

Adjourn: 7:48 PM

_____ _____

Clerk Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc Supt of Educational Services
DATE: August 20, 2026
SUBJECT: **Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District**

BACKGROUND: California Education Code 60119 (as amended by Statutes of 2012, Chapter 668, Section 3, effective January 1, 2013) requires that the governing board hold an annual public hearing regarding the sufficiency of instructional materials encouraging the input of parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders. The public hearing is held to determine whether "each pupil in each school in the district has sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Section 60605 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

(i.) Mathematics
(ii.) Science
(iii.) History-Social Science
(iv.) English/Language Arts, including the English Language Development component of an adopted program.

RATIONALE: The public hearing requirement is one component of the state audit guide. This item aligns with District Strategic Goal #1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports.

FUNDING: No cost to the District.

RECOMMENDATION: Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District.

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: August 26, 2026
SUBJECT: **Authorize the Director of Food Services to Solicit Proposals for the Commodity Processing of USDA Foods for the 2027-2028 School Year**

BACKGROUND: Tracy Unified School District Food Services Department plans to allocate a portion of its annual USDA entitlement dollars to commodity processing of raw, bulk USDA foods. The District is required to competitively procure the services of commercial food processors to have the raw, bulk USDA foods converted to more ready-to-use products.

RATIONALE: Approval of this agenda item gives authorization to the Director of Food Services to solicit proposals for the commodity processing of USDA foods for the 2027-2028 school year to ensure best value, lowest prices, and that the proposal meets all State and Federal guidelines.

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

RECOMMENDATION: Authorize the Director of Food Services to Solicit Proposals for the Commodity Processing of USDA Foods for the 2027-2028 School Year.

Prepared by: Brandy Campbell, Director of Food 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 High School

1. Loyal Order of the Moose - $500.00, check #23579. This donation will benefit the Girls' Flag Football.
2. Loyal Order of the Moose - $500.00, check #751. This donation will benefit the Girls' Flag Football.
3. Women of the Moose - $500.00, check #3744. This donation will benefit the Girls' Flag Football.

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

1. DonorsChoose.Org - Donation of Outdoor Sports Equipment, including soccer balls, basketballs, and an inflatable playground ball. The total value of the donated materials is $146.13.
2. Costco – Donation of three hundred backpacks to be distributed to students during Back to School Night and throughout the school year for those students who are in need.
3. Costco – Gift card donation of $500.00 to be used for incentives and rewards for students and staff at the end of each trimester.

Donations Received by Tracy Unified School District/Kimball High School

1. Safe Cone Zone, Inc. – Donation of $2,000.00, check #1225. The donation is for supplies and uniforms for the girls' volleyball teams.
2. Exigency-Healthcare Services LLC – Donation of $3,000.00, check #1052. Funds will be used towards supplies and new uniforms needed by the Girls' Volleyball Teams.

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 28, 2026
SUBJECT: **Ratify Routine Agreements, Expenditures, and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES
September 08, 2026

A.

Vendor:	Terracon Engineering
Sites:	Kimball High School
Item:	Proposal
Services:	Geo-Tech Testing (Steel, Concrete, Structural)
Cost:	$151,880.00
Project Funding:	Fund 25

B.

Vendor:	Bockmon & Woody
Sites:	West High School
Item:	Proposal
Services:	Fiber Cabling to MDF
Cost:	$20,000.00
Project Funding:	ELOP

C.

Vendor:	ITS Enterprises Inc.
Sites:	Kimball High School
Item:	Proposal
Services:	Facility Inspection Services
Cost:	$278,800.00
Project Funding:	Fund 25

D.

Vendor:	National Demographics Corporation
Sites:	Tracy Unified School District
Item:	Proposal
Services:	NDC will provide demographic research and enrollment analysis services.
Cost:	$8,500.00
Project Funding:	Fund 25

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: September 08, 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: Tania Salinas, Associate Superintendent of Business Services.

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	*Approved*	*Current*
Tracy High Volleyball 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 14, 2026
SUBJECT: **Approve Agreement for Special Contract Services with Marzano Resources for Professional Development for District Administrators on the Topic of High Reliability Schools for Spring 2027**

BACKGROUND: As part of the Tracy Unified School District's ongoing commitment to continuous improvement and achieving the highest levels pf academic excellence for all students, the District Leadership Team seeks to further develop a strategic planning model that supports school in focusing on specific, researched based conditions for sustained school improvement.

Marzano Resources is a nationally recognized organization that provides districts with research-based frameworks, professional learning, training, and implementation support through the High Reliability Schools (HRS) model. Through guidance from Marzano's HRS experts, TUSD will continue to explore the five levels of high reliability, utilize data to identify and address school needs, and strengthen the systems and practices that support the success of every student and educator.

The District Leadership Team is committed to building its understanding of the HRS framework and developing the knowledge, strategies, and practices necessary to support TUSD's continued progress toward becoming a High Reliability District

RATIONALE: To continue this work, we are seeking Governing Board approval to contract with Marzano Resources to have Dr. Phil Warrick to facilitate five Spring Professional Learning Workshops on *Five Big Ideas for Leading a High Reliability School.* These workshops will be held on the following dates: February 3rd, March 30th and 31st, and April 27th and 28th.

During these professional learning sessions, Dr. Warrick will provide District leaders and administrators with training and support related to the Marzano High Reliability Schools framework and its five levels:

- Level 1: Safe, Supportive, and Collaborative Culture
- Level 2: Effective Teaching in Every Classroom

- Level 3: Guaranteed and Viable Curriculum
- Level 4: Standards-Referenced Reporting
- Level 5: Competency-Based Education

The High Reliability Schools framework is designed to complement, rather than replace, the effective initiatives and practices already in place throughout TUSD. The framework does not require schools to adopt additional disconnected initiatives. Instead, it provides a coherent structure for aligning and strengthening existing research-based practices, including professional learning communities, effective teaching practices, teacher evaluation and development, standards-aligned curriculum, vocabulary and critical-thinking instruction, formative assessment, standards-based grading and reporting, and systems designed to support student mastery.

This Agenda Item supports TUSD Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, and TUSD Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost, not to exceed $45,000.00, will be funded by District LCAP, 0709, Goal 2.4.

RECOMMENDATION: Approve Agreement for Special Contract Services with Marzano Resources for Professional Development for District Administrators on the Topic of High Reliability Schools with Phil Warrick for Spring 2027.

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

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

1. Contractor shall perform the following duties:

   Provide (5) full Professional Development days with Phil Warrick regarding the HRS framework for District and Site Administrators.
   PD Days: 2/3/27, 3/30/2027, 3/31/2027, 4/27/27 and 4/28/27
   PLEASE REFER TO MARZANO RESOURCES PURCHASE AGREEMENT - Exhibit A

   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 5 DAYS, under the terms of this agreement at the following location Tracy Unified School District.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule: 1 Attach Fee Schedule or Addendum (if applicable)

   a. District shall pay $9,000.00 per DAY, not to exceed a total of $45,000.00. 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 SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, 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 02/03/2027, and shall terminate on 05/28/2027.

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 209-830-3210 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 NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation, is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

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

9. This Agreement is for the personal services of the Contractor, and 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:

Kate Weber
Contractor Signature 08/10/2026

Director of Professional Development
Title

Contractor Signature

Title

TRACY UNIFIED SCHOOL DISTRICT:

District Authorized Signature

Date

01-3010-0-1110-2140-5800-800-2744
Funding Source

District Office
Site/Department

Date Approved by the Board

MARZANO Resources

Marzano Resources
Purchase Agreement

Effective as of the last date of signature below, Marzano Resources, LLC ("Marzano Resources"), located at 555 N. Morton St., Bloomington, IN 47404, and Tracy Unified School District ("Customer"), located at 1875 W Lowell Ave., Tracy, CA 95376-2262 agree as follows:

1. **Purchase Summary:** Customer will purchase and Marzano Resources will provide the products and services described below. Customer will provide Marzano Resources with a purchase order for the full amount due under this Agreement, including any applicable taxes. All payments will be due net 30 days from actual date of invoice with all past due invoices subject to monthly finance charges as allowed by law.

Description	Payment	Expected Invoice Date
Professional Development Services (Remainder)	$45,000.00	Incrementally after each date
Total	$45,000.00	

2. **Professional Development Services:** Marzano Resources will provide a presenter to perform the professional development services described in Exhibit A. Except for any pre-printed binders or other materials Marzano Resources provides, Customer will reproduce any handouts and other print materials related to the services. Customer will provide a venue, audio/video equipment, and technical support capable of receiving and displaying all onsite or virtual sessions.

3. **General Terms**

3.1. Intellectual Property: Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.

3.2. Authorization: Customer warrants that it has gone through all required approval and procurement processes related to a purchase of this size and that Customer's signatory has the authority to bind Customer to the terms of this Agreement.

3.3. Force Majeure: If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable by preventing services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products. If performance is prevented entirely, neither party will have any further liability to the other party for the prevented performance. All unaffected obligations will remain in place.

3.4. Termination: Marzano Resources may terminate this Agreement if Customer does not provide a purchase order at least 30 days before the first scheduled date. If Customer seeks to cancel any services within 90 days of the scheduled date for any reason but Force Majeure and Marzano

Resources agrees to such cancellation, Customer will reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.

3.5. **Entire Agreement:** This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in this Agreement, and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Marzano Resources:

By: _____
Tania Salinas Date
Assoc Superintendent-Business Services
Tracy Unified School District

By: _____
Kate Weber Date
Director of Professional Development
Marzano Resources, LLC

MARZANO Resources

Exhibit A
Description of Services

Service 1
Proposed Date(s): February 3, 2027
Proposed Associate: Phil Warrick
Topic: Five Big Ideas for Leading a High Reliability School
Format: Onsite (Up to 6-Hours)
Cost: $9,000.00

Service 2
Proposed Date(s): March 30, 2027
Proposed Associate: Phil Warrick
Topic: Five Big Ideas for Leading a High Reliability School
Format: Onsite (Up to 6-Hours)
Cost: $9,000.00

Service 3
Proposed Date(s): March 31, 2027
Proposed Associate: Phil Warrick
Topic: Five Big Ideas for Leading a High Reliability School
Format: Onsite (Up to 6-Hours)
Cost: $9,000.00

Service 4
Proposed Date(s): April 27, 2027
Proposed Associate: Phil Warrick
Topic: Five Big Ideas for Leading a High Reliability School
Format: Onsite (Up to 6-Hours)
Cost: $9,000.00

Service 5
Proposed Date(s): April 28, 2027
Proposed Associate: Phil Warrick
Topic: Five Big Ideas for Leading a High Reliability School
Format: Onsite (Up to 6-Hours)
Cost: $9,000.00

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: **Receive and Acknowledge Annual Distribution of TUSD Uniform Complaint Procedures**

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

RATIONALE: Administrative Regulation 1312.4 is required for all LEAs. LEAs shall provide annual notice of the process for submitting Williams Act violations and Uniform Complaint Procedures.

FUNDING: There is no cost to the District.

RECOMMENDATION: Receive and Acknowledge Annual Distribution of TUSD Uniform Complaint Procedures.

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

Annual Notification of Compliance with Uniform Complaint Procedures

Pursuant to California Code of Regulations (5 CCR Section 4622), in accordance with Tracy Unified School District Board Policy 1312.3 and Tracy Unified School District Administrative Regulation 1312.3, you are hereby provided annual notice of district compliance with Uniform Complaint Procedures.

Below is required information that districts shall disclose as part of the annual notification process:

- **TUSD Uniform Complaint Procedures Compliance Officer**
  - Jason Noll, Director of Student Services
    Uniform Complaint Procedures/Title IX Compliance Officer
    1875 W. Lowell Avenue
    Tracy, CA 95376
    Telephone: (209) 830-3280
- **Tracy Unified School District retains primary responsibility to ensure compliance with all federal and state laws and regulations.**
- **Investigation Appeals Process:**
  - If the person making the complaint disagrees with the compliance officer's decision, he/she has 5 business days to appeal the decision to the school district Board of Education and the board must fall within a 60-day timeline of the filing date to reach; or alternatively,15 days to appeal the decision to the California Department of Education.
- **Civil Law Remedies:**
  - A person filing a complaint may also seek civil law remedies outside of the district's complaint procedures, 60 calendar days after the filing of an appeal with the CDE.
- **Retaliation Protection:**
  - Tracy Unified School District prohibits retaliation against any participant in the complaint process. Each complaint shall be investigated promptly and in a way that respects the privacy of all parties concerned.

For complete information regarding Tracy Unified School District's Uniform Complaint Policy and Procedures, please click the below link:

https://www.tracy.k12.ca.us/about-us/required-notices

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 18, 2026
SUBJECT: **Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Kimball High School for the 2026-2027 School Year**

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connecting families, schools, and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that all children can achieve their greatest academic potential.

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at Kimball High School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This request supports District Strategic Goal #1: 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 District shall pay $12,500 for the eight-week hybrid parent class, not to exceed $12,500. The cost of the program will be paid by District LCAP Funds; Goals 1 and 2.

RECOMMENDATION: Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Kimball High School for the 2026-2027 School Year.

Prepared by: Mrs. Amanda Bowman, Principal, Kimball High School.

SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Amanda Bowman, School Principal

From: Gabriela Rios, Executive Director

Date: June 17, 2026

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and **John C Kimball High School** agree as follows:

RECITALS

A. Scope of Services: PIQE will provide its **Signature Family Engagement in Education K-12** for the parents of the children enrolled in the school identified above. PIQE will recruit parents by phone, provide an Orientation session, provide a series of weekly training sessions, and organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques which will empower parents to address the educational needs of their school-aged children.

B. Time of Class: Morning _____ **Evening** ___ ✓ **6:00pm**___

C. Type of Class: Virtual (V) _____, **Hybrid (H)** ___ ✓ ___, In-Person (P) _____

Hybrid – PIQE will offer online classes through the Zoom platform from Orientation through week six, and the Principal Dialogue and Graduation ceremony will be in person.

Virtual and Hybrid Services: For virtual services, PIQE will provide online connectivity and navigation support to families to ensure they can access the Zoom platform. All these services will include the Data Analysis per school. Data Analysis results will be available

© PIQE 2022

on or after January 15th for the Fall schools, May 15th for the Winter schools and on or after July 30th for the Spring schools.

D. Session Dates: **September 17, 2026 – November 12, 2026**

E. Initial Fees: The total cost of the program is **$12,500.00**

As a reminder, a graduate parent is one who attends four or more classes during the Signature Family Engagement program. The minimum number of parents to keep the classes open is 15 for any language.

Cancellation: A class that does not have the minimum number of parents needed to keep the class open may be cancelled by mutual agreement on or before class #3; no classes can be cancelled on or after class #4, in case this happens, the school would have to pay the cost of the agreed class referred in the fee sections described above.

F. Confidentiality in Recruitment: As part of its scope of services, PIQE will request from the undersigned school a list (the "PIQE Recruitment Roster") containing the names and phone numbers of parents of current students. This List will be used by PIQE and its agents for the sole purpose of aiding PIQE's recruitment process, as detailed below. Under California Education Code Section 49073.1 and the Student Online Personal Information Protection Act, PIQE is an agent of the undersigned school during the term of this agreement and agrees to adhere to the data privacy and confidentiality obligations of the undersigned school as if it were the undersigned school itself. It will not solicit parents for any purposes other than for recruitment as described below and will only share the information contained in the List as needed with its recruiters.

G. Description of our Recruitment Process: PIQE will utilize the List to recruit potential parents to attend our classes. For English-speaking families, parents will receive text messages to inform them about our sessions, including reminders on behalf of PIQE and the school principal. For any other languages, parents will also receive a personal call. This call is done by a trained recruiter. Our recruitment team has been trained, and they follow a strict confidentiality policy that includes proper disposal of materials after the recruitment protocol is finished after 2 weeks of implementation. The school will receive a template of the information we need to successfully complete our recruitment efforts. It is critical to our joint efforts and success that the school delivers the List containing the information requested, at least 4 weeks prior to our first session.

© PIQE 2022

H. Terms of Payments: The **payment is expected** to be received by check **within 30 days after our graduation ceremony date**. Please send all checks to the following address: **PIQE, Attention: Accounts Payable, 2405 E Plaza Blvd; National City CA 91950.**

Location: TBD

School funding: _____

In addition, where the PIQE program is provided in person, the undersigned school agrees to provide childcare and refreshments to families that attend our in-person classes.

Copyright Protections: PIQE owns all products and all content in the program(s), including without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("Content"). The Content is protected by copyright laws of the United States and other countries and may not be used, copied, distributed, displayed, modified, reproduced, published, posted or reverse engineered in whole or in part without the prior written permission of PIQE. ***Initials:*** _____

I accept these services at **John C Kimball High School** under the terms and conditions noted.

_____ _____

Amanda Bowman, School Principal Date

Parent Institute Representative: _____

Gabriela Rios, Executive Director, PIQE

Parent Institute for Quality Education
2405 E Plaza Blvd; National City, CA 91950
Telephone: 619.420.4499
www.piqe.org

© PIQE 2022

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and The Parent Institute for Quality Education PIQE, 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:

   This is an 8 week parent class designed to develop skills and techniques to empower parents to address the educational needs of their children. PIQE will recruit parents and guardians by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question & Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents that attend 4 or more sessions. This is Hybrid services. PIQE will provide connectivity through the Zoom platform.

   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 8 WEEKS, under the terms of this agreement at the following location Kimball High School.

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

   a. District shall pay $12,500.00 per FLAT RATE, not to exceed a total of $12,500.00. 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 SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, 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 09/17/2026, and shall terminate on 11/12/2026.

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

6. Amendments, changes, or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

7. Contractor shall contact the District's designee at 209-832-6600 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 NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation, is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

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

9. This Agreement is for the personal services of the Contractor, and 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:

Gabriela Rios
Contractor Signature 08/19/2026

Executive Director
Title

Contractor Signature

Title

TRACY UNIFIED SCHOOL DISTRICT:

District Authorized Signature

Date

District LCAP Funds
Funding Source

Kimball High
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: August 12, 2026
SUBJECT: **Approve Agreement for Monte Vista Middle School Sixth Grade Students to Attend Exploring New Horizons Science Camp at Sempervirens in Santa Cruz County from November 30, 2026 to December 4, 2026**

BACKGROUND: The Monte Vista Middle School sixth grade class and teachers will travel to the Exploring New Horizons camp at Sempervirens in Santa Cruz County for science camp. Our sixth graders have attended the Exploring New Horizons camp for multiple years. Students have come back with a greater understanding of science concepts and academic vocabulary gained through hands-on and first-hand experiences in nature. They also mature as students and grow as a class community through the experience of being at camp together, away from home and with their peers.

RATIONALE: Science camp provides students with the opportunity to learn about science in a relevant and engaging environment where they can collaboratively observe and explore concepts. This educational opportunity aligns with Strategic Goal #1 (Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.) This also aligns with the district's emphasis on STEM education.

FUNDING: Camp registration costs for the Exploring New Horizons camp program will be approximately $264 per student or cabin leader. Total costs paid to Exploring New Horizons Outdoor Schools are estimated to not exceed $49,000 depending on final attendance. Science Camp will be paid in full using site ASB funds. Upon completion of the trip, and invoice received from New Horizons, TUSD Finance will reimburse the school site $125 per student. ASB money for science camp will be raised through personal funds/fundraising per child. This money will cover the site balance of camp registration and the additional costs of attending camp beyond the Exploring New Horizons program (bussing, teacher science camp stipends for chaperones, and substitute coverage.)

RECOMMENDATION: Approve Agreement for Monte Vista Middle School Sixth Grade Students to Attend Exploring New Horizons Science Camp at Sempervirens in Santa Cruze County from November 30, 2026 to December 4, 2026.

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

May 28, 2026

Re: 2026–2027 Exploring New Horizons Program Service Agreement

Dear District and School Administrators,

I am pleased to share the 2026–2027 Exploring New Horizons Program Service Agreement for your review and signature. We are grateful for the opportunity to partner with your district and schools to provide outdoor education programs that support students, teachers, and school communities.

This year's agreement has been updated to make the document clearer and easier to use for district and school teams. The agreement is now organized into three primary parts:

1. The main agreement, which contains the general terms that apply to all programs;
2. Appendix A, which includes the program schedule, program location, participant counts, rates, payment dates, contract totals, and cancellation fee summary; and
3. Appendix B, which includes site-specific requirements for Sempervirens and/or Pigeon Point, depending on the program location.

Our goal with this format is to make the agreement easier to review, easier to route for approval, and easier to use during program planning. For districts with multiple participating schools or multiple program dates, Appendix A should allow your team to see the key operational and financial information in one place without having to search through the full agreement.

We also recognize that many districts are approaching final school board meetings for the year. If this agreement needs board approval, please let us know how we can help support your timeline. We are happy to provide a summary of changes, answer questions from business services or legal counsel, identify the sections most relevant to board approval, or coordinate quickly on any administrative items needed to keep your approval process moving.

You will also notice modest rate increases for our lowest price tier and for cabin leaders. We have worked hard to keep these rates as accessible as possible. However, our facility and staffing costs have risen to the point that these rates are unprofitable in the near term and unsustainable in the long term. Raising them modestly this year allows us to continue offering these lower-cost options and reduces the risk that we would need to eliminate them altogether in the future. We understand that any increase affects families, parent associations, and school and district budgets, and we remain committed to working with partners to make outdoor education accessible to as many students as possible.

101 Cooper Street, Santa Cruz, California 95060
(831) 252-6685 • info@exploringnewhorizons.org • Nonprofit Tax ID 94-2618650

If you have questions about the agreement, scheduling, program logistics, rates, or the signature process, please contact:

Dana Wade
Executive Assistant
(831) 252-6685
dana@exploringnewhorizons.org

Danny Beutler
Operations Director
(831) 200-3684
daniel@exploringnewhorizons.org

Thank you again for your partnership and for the work you do to make these experiences possible for students. We look forward to continuing to serve your school community in the coming year.

Sincerely,

Joshua Lanam (Jul 24, 2026 15:34:38 PDT)

Joshua Lanam
Executive Director
josh@exploringnewhorizons.org

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 Monte Vista 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 15:34:38 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-09-01	Monte Vista	Sempervirens	11/30/2026–12/4/2026	5	160	6	16	182	165
					160	**6**	**16**	**182**	**165**

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-09-01	Monte Vista	$583.00	-$319.00	$264.00	$264.00	$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-09-01	Monte Vista	$42,240.00	$4,224.00	$0.00	$46,464.00	$41,817.60	10/31/2026	1/3/2027
		$42,240.00	**$4,224.00**	**$0.00**	**$46,464.00**	**$41,817.60**		

49

Table A-4: Cancellation Fee Summary

Program ID	Participating School	Estimated Contract Total	100% Cancellation Fee	50% Cancellation Fee	20% Cancellation Fee
SV-09-01	Monte Vista	$46,464.00	$46,464.00	$23,232.00	$9,292.80
		$46,464.00	**$46,464.00**	**$23,232.00**	**$9,292.80**

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: Aug 18, 2026
SUBJECT: **Approve Agreement for Special Contract Services with Magic School AI**

BACKGROUND: Tracy Unified School District has been exploring the responsible and effective use of artificial intelligence (AI) to support teaching and learning. As part of this work, the District has established an AI pilot involving selected schools and educators to evaluate AI platforms and identify ways AI can appropriately enhance instructional practices, teacher productivity, student learning, and personalized support. Magic School is one of the platforms being evaluated through this process and provides educators with AI-powered tools designed for classroom use, including customizable learning experiences and instructional support. Magic School has been recommended by the TUSD Artificial Intelligence Committee for piloting in the 2026/2027 school year.

RATIONALE: Entering into a contract with Magic School will provide TUSD educators and students with access to an AI platform that can be evaluated within authentic classroom settings. The pilot will allow the District to gather feedback and evidence regarding the platform's instructional value, usability, student engagement, and alignment with District expectations for responsible and ethical AI use. This work supports TUSD's commitment to effective teaching and learning while providing educators with opportunities to develop AI literacy and explore innovative approaches to differentiation, student support, and personalized learning. The pilot will also inform future District decisions regarding the appropriate use, implementation, and potential expansion of AI tools.

This contract meets Tracy Unified 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 contract is for $14,910.40 and will be paid out of unrestricted LCFF funds.

RECOMMENDATION: Approve Agreement for Contract Services with Magic School AI.

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

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

1. Contractor shall perform the following duties:

   Provide access to up to 2880 students and their teachers to the Magic School Enterprise platform for Kimball High School, Tracy High School, Stein High School, Poet School, and Williams Middle School. Provide 4 custom virtual trainings for professional development.

   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 12 MONTHS, under the terms of this agreement at the following location TUSD.

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

   a. District shall pay $14,910.00 per FLAT RATE, not to exceed a total of $14,910.00. 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 SINGLE PAYMENT 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 10/01/2026, and shall terminate on 09/30/2027.

5. This agreement may be terminated at any time during the term by either party upon 60 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 209-830-3275 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 NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation, is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

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

9. This Agreement is for the personal services of the Contractor, and 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:

Tonya Stoll
Contractor Signature

Sr Deal Operations Manager
Title

Contractor Signature

Title

TRACY UNIFIED SCHOOL DISTRICT:

District Authorized Signature

Date

Unrestricted LCFF
Funding Source

District Office
Site/Department

Date Approved by the Board

Magic School, Inc.
4845 Pearl East Cir
Ste 118 PMB 83961
Boulder, CO 80301-6112
United States

ORDER FORM for:
Offer Valid Through:
Proposed By: Sabrina Wuu
Email: sabrina@magicschool.ai
Order Number: 0819641

QUOTE AND ORDER FORM

Billing Information

Bill To Name:
Billing Street:
Billing City:
Billing State:
Billing Zip Code:
Billing Contact:
Name:
Email:

Tax Exempt?
(If "yes" attach proof of Tax Exemption):

PO Form or Number Required?

(If "yes" attach PO Form):
If a PO Form is already completed please upload it here.
Otherwise please email it to contracts@magicschool.ai

Main Point of Contact (e.g. Principal, CTO, etc):
Name:
Email:

PO Number:

Order Details

Agreement Start Date: 10/1/2026
Agreement End Date: 9/30/2027
Billing Frequency: Annual

Payment Terms:
Billing Method: Email

Fee Schedule

Product	Start Date	End Date	Sales Price	Quantity	Discount	Total Price	Invoice Date
Virtual PD (60 Min Session)	10/1/2026	6/10/2027	$500.00	4	50.00%	$1,000.00	upon receipt
MagicSchool - Enterprise	10/1/2026	6/10/2027	$4.83	2,880	0.00%	$13,910.40	upon receipt
							Total: USD $14,910.40

Terms and Conditions

This Quote and Order Form ("Order") is subject to the MagicSchool Enterprise Terms of Service unless the parties have signed another written agreement governing this Order (as applicable, the "Agreement" incorporated in this Order by reference). In the event of a conflict between the provisions of the Agreement and those of this Order, the provisions of this Order will take precedence. In addition, unless otherwise specified in the Agreement, services will follow MagicSchool's posted Privacy Policy and Data Protection Addendum each incorporated in this Order by reference. This Order, including the Agreement and incorporated documents, is the entire agreement and supersedes all prior understandings. All subsequent terms are rejected and void unless made part of a written amendment of the Agreement signed by the parties. Mandatory laws applicable to public institutions take precedence over conflicting terms. This Order will automatically renew at the end of the then-current Term for successive one (1) year renewal terms, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term. Each renewal term will be priced at the then-current rate. Notice of non-renewal must be sent to customer.success@magicschool.ai.

EDUCATIONAL INSTITUTION	MAGIC SCHOOL INC.
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Name	Name
_____	_____
Date	Date
_____	_____
Organization	Organization

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 26, 2026
SUBJECT: **Approve Agreement for Contract Services with K12 Tutoring for Schools, 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. K12 Tutoring for Schools, Inc. provides tutoring services from tutors on various school subjects using the K12 Tutoring website for eligible students. This program is designed to integrate seamlessly into after-school schedules offering high-dosage, personalized instruction to strengthen equity, support teachers, and deliver measurable student growth.

RATIONALE: This contract provides tutoring sessions through the K12 Tutoring Platform for eligible students selected and supplied by TUSD. Tutoring may be provided in any combination of 30- or 60-minute sessions, based on the number of participating students. Each session may include one to five students.

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

FUNDING: The cost of this contract is not to exceed $81,000 and will be funded through the Expanded Learning Opportunities Program (ELO-P).

RECOMMENDATION: Approve Agreement for Contract Services with K12 Tutoring for Schools, Inc. through the Expanded Learning Opportunities Program.

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

Q-98459

k12Tutoring FOR SCHOOLS

This Online Educational Products and Services Order (this "Order"), dated as of 10/23/2026 (the "Order Effective Date"), is between Tracy Unified School District,1875 W Lowell Ave, Tracy, CA 95376 ("Customer") and K12 Tutoring, Inc. ("K12"), 11720 Plaza America Dr., 9th Floor, Reston, VA 20190. This Order incorporates and is in all respects subject to the K12 Products and Services Agreement Terms (the "Terms") that is published at https://learningsolutions.k12.com/products-and-services-agreement-and-terms/ on the date that this Order bears the signatures of both Customer and K12. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: _____ Date: _____

Name (Print): _____ Title: _____

Accepted by K12:

Signature: DocuSigned by: Patrick Neeman 786883CAF0784DE... Date: 8/21/2026

Name (Print): Patrick Neeman Title: SVP Finance

1. Period: 10/23/2026 through 1/29/2027 (plus Grace Period as applicable and defined in Section 5), and is not eligible for a renewal period.
2. Territory: Students served by Tracy Unified School District, CA
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

Qty	Product	Product Description	Unit Price	Total Price
1	K12 Tutoring Sessions	K12 Tutoring Sessions for Eligible Students provided on the K12 Tutoring platform.	1 Student - $65/Hr 2 Students - $80/Hr 3 Students - $90/Hr 4 Students - $120/Hr 5 Students - $150/Hr	$81,000.00

4. Description of Services.

K12 Tutoring Sessions:

Customer may apply total value of purchase price to select any combination of 30- or 60-minute sessions, priced according to the number of participating students. Each session will be provided by a tutor participating in the K12 Tutoring platform. 30-minute sessions are prorated at 50% of the 60-minute session price listed.

Users:

Eligible Students (defined below) of Customer will be able to connect with and receive tutoring services from tutors on various school subjects using the K12 Tutoring website at tutoring.k12.com or k12tutoringforschools.com subject to availability of tutors. K12 will set up the online accounts on behalf of Eligible Students based on information provided by Customer. If requested by Customer, K12 will set up online accounts for authorized teachers with scheduling permissions to schedule tutoring sessions on behalf of Eligible Students. Eligible Students will be able to book sessions directly or through an authorized teacher on the Eligible Student's behalf. Customer agrees that K12 has the sole right but not the obligation to suspend access of any Eligible Student or teacher to K12 Tutoring if such person, in K12's determination has acted contrary to the Terms of Use published at https://tutoring.k12.com/terms-of-use/, privacy policy published at https://www.stridelearning.com/privacy-policy/, and any other related terms and conditions and policies, pertaining to the use of services, courseware, web sites, platform, and learning management systems, as such terms are set forth therein.

Customer Obligations:

Customer will provide K12 with an initial list of students eligible to participate in the K12 Tutoring Sessions (the "Eligible Students") and any information requested by K12 that it needs to set up the online accounts for Eligible Students. Customer will timely notify K12 of any changes to the list of Eligible Students to ensure K12 provides accurate access to K12 Tutoring Sessions for Eligible Students. K12 will rely on the list of Eligible Students provided by the Customer. There are no credits or refunds for unauthorized students using the Educational Products and Services ordered hereunder if Customer did not provide written notice to K12 at least 12 hours before a scheduled tutoring session that such persons should be removed from the list of Eligible Students.

Customer will provide K12 with an initial list of teachers (and email addresses) that are authorized to assign and manage Eligible Students' participation in the K12 Tutoring Sessions. Customer will timely notify K12 of any changes to the list of authorized teachers. K12 will rely on the list of teachers

provided by the Customer. There are no credits or refunds for Eligible Students using the K12 Tutoring platform assigned by teachers if Customer did not provide written notice to K12 at least 12 hours before a scheduled tutoring session that the teacher was no longer authorized to assign Eligible Students.

Additional Tutoring Sessions:

During the Period, the Customer may request K12 Tutoring Sessions in addition to those ordered hereunder, subject to availability. The Fees for additional K12 Tutoring Sessions ordered during the Period are set forth in Section 3 of the Order. Customer will be invoiced for such additional K12 Tutoring Sessions upon execution of a new order. Additional K12 Tutoring Sessions must be purchased in minimum increments of $10,000.00.

Session Cancellation:

Scheduled tutoring sessions must be canceled and/or individual students withdrawn from scheduled group tutoring sessions with at least 12 hours' advance notice directly in the K12 Tutoring platform. For group sessions where one or more students are withdrawn from the session ahead of the 12 hours' advance notice deadline, the group session pricing will be adjusted based on the actual number of remaining students scheduled for that session. Scheduled tutoring sessions cancelled with less than 12 hours' advance notice will be subject to a cancellation fee equal to the full price of the scheduled session. For group sessions where one or more students are withdrawn from the session with less than 12 hours' advance notice, but the session is provided to remaining students, the session fee will be the full price of the originally scheduled session with the original number of scheduled students.

Tutor Certifications:

Customer understands that the tutoring sessions made available on the K12 Tutoring platform will be provided by a teacher who is state-certified but may not be certified by the State in which the Customer is located. The Customer hereby represents to K12 that State law authorizes such out-of-state licensed teachers for these online tutoring sessions or that the Customer has received a waiver from the State to allow such tutoring sessions by tutors offering tutoring services to students via the K12 Tutoring website/platform. Tutors may, in K12's sole discretion, be either employees or independent contractors of K12 or its Affiliates. The Customer represents that K12 may rely on these statements.

User Data:

To the extent permissible by law, K12 may use data that cannot be used to identify an individual student ("De-Identified Information"): (i) for customized student learning; (ii) to demonstrate the effectiveness of K12's products or services in the marketing of those products or services; or, (iii) for the development and improvement of K12's products, services, or applications. Customer agrees that if K12 obtains consent from student end users, provided such consent is obtained from (i) student end users that are 18 years of age or older or (ii) from parents or legal guardians if the student end users are minors, K12 may retain and use student end user's data following student's graduation from Customer or the student's school. For Customers receiving multiple products and services by either K12 and/or its Affiliates, Customer agrees and understands that K12 and its Affiliates may share student "education records" as that term is defined by FERPA in order to effectively deliver such products and services to Customer.

Publicity/Press Release:

K12 may refer to and identify Customer in a listing of new, representative continuing, or prior customers in press releases, on its website, or in other marketing materials or dissemination of information.

Background Screenings:

With respect to tutors, K12 and/or its Affiliate currently performs a name-based background screening on its employees and independent contractors, which may include a check of applicable state sex offender registries, a national criminal background screening, a check in their counties of residence over the last seven years. Customer is responsible for conducting any state-mandated background or unprofessional conduct related screenings.

AI-Enabled Services:

Certain of our products and services may include, or involve the use of, Artificial Intelligence ("AI") technologies and allow for Customer and its student, teacher, and administrator end users to provide input ("Prompts") and receive output ("Creations") via the AI-enabled products and/or services. Customer is responsible for ensuring that Prompts do not violate any applicable laws or this Agreement. Customer acknowledges and agrees that AI technologies may not be accurate and shall not solely rely on Creations for any purpose. Customer is responsible for reviewing and checking the Creations for accuracy. Customer shall not use Creations for any purpose that could have a legal or significant effect on an individual. Furthermore, Customer agrees that the AI-Enabled Services Terms available at https://tutoring.k12.com/ask-strider-terms-of-use/ shall apply to this Order.

Third-Party Benchmark, Formative Assessment, and/or Progress Monitoring Tools:

If Customer requests and K12 agrees that the use of third-party benchmark assessment, formative assessment, and/or progress monitoring tools be incorporated into the K12 product or service, Customer represents and warrants to K12 that in accordance with applicable laws, Customer has obtained parental consent, authorization and permission for K12 to enroll Customer's student end users into such tools. Customer agrees to indemnify, defend, and hold harmless K12 from and against any and all third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Customer's failure to obtain necessary parental consent or its failure to comply with applicable privacy laws.

5. Billing Terms.

K12 Tutoring Sessions:
Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms unless otherwise specified in this Order. Customer shall be invoiced upon execution of the Order and all invoices shall be payable Net 30 days from Customer's receipt of invoice.

If after expiration of the Order there is a remaining balance, Customer has the option, within 90 days following the expiration of the Order (the "Grace Period"), to either (i) use part or all of the remaining balance within the Grace Period and/or (ii) apply part or all of the remaining balance as a credit to a new order, subject to availability. Customer must notify K12 in writing (which includes email sent to successteam@tutoring.k12.com or Customer's primary point of contact at K12) of which credit option(s) it intends to use prior to the expiration of the Order. Except for the credit option provided herein, Customer is not entitled to any further refunds, credits, or cancellations. Unless agreed upon by Customer and K12 in writing before the end of the Grace Period, Customer will not be entitled to any credit or refund of any remaining balance after the Grace Period. Notwithstanding the foregoing, if Customer is using federal Title I funds (or other federal or state funding source with similar use of fund requirements) and Customer is unable to use the remaining balance or apply the remaining balance to any additional orders within the Grace Period, Customer will be refunded the remaining balance, provided Customer provides K12 with a written request for such refund. K12 will provide such a refund within 45 days of Customer's written request. K12 may request Customer provide documentation evidencing the funding source used by Customer to pay for the Educational Products and Services ordered herein.

ATTACHMENT A

ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER
CALIFORNIA STUDENT DATA RIDER

This Attachment is fully incorporated into the terms and conditions of the Online Educational Products and Services Order ("Order") to which it is attached and the K12 Online Educational Products and Services Agreement Terms (the "Terms") that are incorporated into said Order. It modifies or adds certain provisions found in the Order and Terms, as noted below.

WHEREAS, the Customer is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

WHEREAS, the Customer and K12 desire to have the Online Educational Products and Services Agreement provided comply with AB 1584 and FERPA.

NOW, THEREFORE, the Parties agree as follows:

1. The term of this Attachment shall expire on the termination date stated in the Order or Terms, whichever controls.

2. Pupil Records obtained by K12 from Customer continue to be the property of and under the Control of the Customer. "Pupil Records" shall be defined as any information directly related to a pupil that is maintained by the Customer or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other Customer employees. Pupil Records does not include information that cannot be used to identify an individual pupil ("De-Identified Information") used by K12 to (i) improve educational products for adaptive learning purposes and for customized pupil learning; (ii) demonstrate the effectiveness of K12's products in the marketing of those products; or, (iii) for the development and improvement of educational sites, services, or applications. "Control" shall be defined as the right of Customer to direct K12 to (i) use Pupil Records in K12's performance of the services purchased under the Order and Terms; (ii) destroy some or all Pupil Records in a commercially reasonable time; or, (iii) return some or all Pupil Records in a mutually agreed upon media format in a commercially reasonable time.

3. The procedures by which pupils may retain Control of their own Pupil-Generated Content are outlined as follows: Pupils may exercise possession or Control directly through the learning management system in which the Pupil-Generated Content resides, or provide a specific request to Customer. Customer will then forward the request to K12, which will take commercially reasonable steps to comply. These steps will be limited to the following actions: (1) deleting the Pupil-Generated Content if not otherwise prohibited by the Terms or applicable law, and (2) providing Customer with a copy of the requested Pupil-Generated Content in a mutually agreed upon media format in a commercially reasonable time. "Pupil-Generated Content" shall be defined as materials created by a pupil, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content. Pupil-Generated Content does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

4. Parents, legal guardians, or eligible pupils may review Pupil Records and correct erroneous information by the following protocol: Requestors eligible to review and correct such documents under applicable law shall submit such requests to Customer. If such data is available to Customer through its account administration on a K12 learning management system, Customer shall respond to the request directly. If the requested information is not available to Customer, Customer shall then forward valid requests to K12. K12 will respond by providing the Pupil Record to Customer in a mutually agreed upon media format or make corrections to a Pupil Record, both in a commercially reasonable time.

5. K12 shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records, by the following measures: Maintain and operate its systems infrastructure in alignment with the National Institute of Standards and Technology ("NIST") Cybersecurity Framework (CSF) version 2.0, and/or in accordance with widely recognized industry-accepted cybersecurity standards. Through the aforementioned actions and other industry accepted means, K12 shall ensure compliance with FERPA.

6. In the event of an unauthorized disclosure of a Pupil Record, K12 shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: Upon internal confirmation of an unauthorized disclosure of a Pupil Record belonging to a pupil served by Customer, K12 shall contact Customer with information related to the disclosure. Customer will then contact the affected parties and inform them of the unauthorized disclosure.

7. K12 shall not use any information in a Pupil Record for any purpose other than those required to perform its obligations under the Online Educational Products and Services Agreement, or as otherwise allowed by applicable law.

8. K12 certifies that Pupil Records shall not be retained or available to K12 upon termination of the Online Educational Products and Services Agreement. In order to comply with this section, upon termination of the Online Educational Products and Services Agreement, Customer shall instruct K12 in writing that it does not wish to receive further products or services and that K12 should destroy or return Pupil Records. After deleting remaining Pupil Records, K12 shall confirm in writing to Customer that such deletion is completed.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: **August 26, 2026**
SUBJECT: **Approve Purchase of iPads for Expanded Learning After-School Staff and Partners to Support Student Attendance Procedures 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. The proposed purchase of two iPads for each school site is intended to streamline daily procedures by transitioning staff from paper-based processes to digital devices. The iPads will improve student check-in and check-out, support more efficient and accurate daily attendance tracking, and provide after-school staff with quicker access to essential student information.

RATIONALE: This contract ensures that Expanded Learning Program staff and partners at each of the school sites are provided with two iPads to streamline daily procedures and provide access to the program's choice of digital platform.

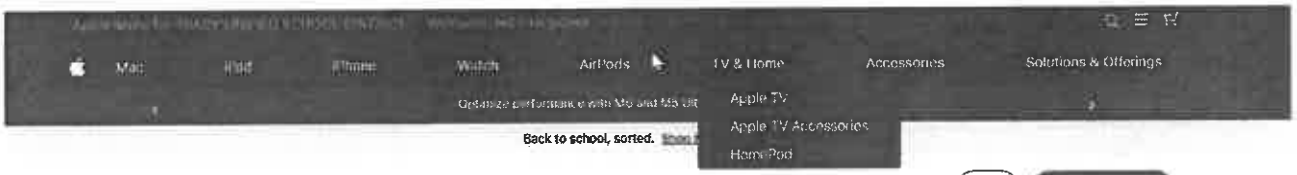
This Agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student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

FUNDING: The cost for purchasing of these materials through TUSD's Information Systems and Educational Technology Department is $17,196.56 and will be funded through the Expanded Learning Opportunities Program (ELO-P).

RECOMMENDATION: Approve Purchase of iPads for Expanded Learning After-School Staff and Partners to Support Student Attendance Procedures through the Expanded Learning Opportunities Program.

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

From: Quiambao,Tom <tquiambao@tusd.net>
Subject: Re: [Action Required] [TUSD] Attendly: iPad Check-In Station Package — Quote for Review



Proposal Details

Back | Convert To Order

Reject | Delete | Edit

Proposal Number: 2112640035
Created By: ISET Helpdesk
Phone Number: 2098303226
Created On: 08/26/2026
Comments:

Item Picture	Description	Total Quantity	Unit Price	Total Price
	**iPad Wi-Fi 128GB - Silver** ↗ MD3Y4LL/A Estimated Shipping: 1–2 weeks	32	429.00 USD Recycle Fee ›	**13,728.00 USD** **128.00 USD**
	2-Year AppleCare+ for Schools - iPad / iPad Air / iPad mini S7741LL/A Applicable terms and conditions can be viewed by clicking the AppleCare product link	32	69.00 USD	**2,208.00 USD**

Subtotal:	**16,064.00 USD**
Estimated Tax:	**1,132.56 USD**
Total:	**17,196.56 USD**

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 20, 2026
SUBJECT: **Approve Agreement with Operation Scholars to Offer the Friday Night Live Program at MVMS, WMS, KHS, THS and WHS for the 2026-2027 School Year**

BACKGROUND: The Friday Night Live (FNL) program is built on strong, positive youth–adult partnerships that inspire meaningful local action to strengthen and uplift communities. Through outreach, education, service, and advocacy, FNL provides youth with opportunities to make a real difference in their schools, neighborhoods, and beyond. By engaging in these experiences, young people gain the support, skills, knowledge, and connections they need to build confidence, develop leadership, and thrive both personally and within their communities. The program thrives on strong, positive youth–adult partnerships that cultivate meaningful community connections and create lasting change in the lives of young people and their families. Through its continued success and expansion, Friday Night Live (FNL) now addresses a wider range of youth-identified issues using evidence-based youth development principles and practices.

Today, FNL operates in 53 counties across California, engaging more than 25,000 youth each year through chapters established in schools, community centers, local agencies, and nonprofit organizations. It stands as the only youth prevention initiative specifically recognized in the California Department of Health Care Services (DHCS) Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) portfolio. County-level FNL programs receive guidance and technical assistance from the California Friday Night Live Partnership (CFNLP), based at the Tulare County Office of Education (TCOE), which supports the ongoing growth, quality, and sustainability of FNL programming statewide.

Operation Scholars is committed to fostering a safe, supportive environment where youth can explore their identities, build strong character, and pursue both academic and personal growth. In launching the FNL program at the middle and high schools, their role includes recruiting students, training staff, and providing continuous guidance and support until the program becomes fully self-sustaining.

RATIONALE: Operation Scholars specializes in programs that foster student growth, leadership, and resilience. Their experience in mentoring and character development directly aligns with the goals of Friday Night Live (FNL), ensuring that both staff and students receive the guidance needed to build strong, sustainable youth-driven programs. The services of this program are in alignment with TUSD's LCAP Goal# 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Fees shall not exceed $18,000.00. Services will be paid for with SUD Grant Funds.

RECOMMENDATION: Approve Agreement with Operation Scholars to offer the Friday Night Live Program at MVMS, WMS, KHS, THS and WHS for the 2026-2027 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

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 Operation Scholars, 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:

   Assist with the establishment and ongoing support of Friday Night Live (FNL) program at the following school sites: Williams Middle School, Monte Vista Middle, Kimball High, Tracy High and West High. Operation Scholars will assist with recruiting students, and training staff with the evidence based programs, They will attend FNL trainings, meetings, and secure documentation required by SJCOE during the 2026/2027 school year. Operation Scholars will provide student logs and a brief report for end of year invoice payment.

   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 180 HOURS, under the terms of this agreement at the following location MVMS, WMS, KHS, THS & WHS.

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

   a. District shall pay $18,000.00 per FLAT RATE, not to exceed a total of $18,000.00. 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 SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, 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 09/09/2026, and shall terminate on 05/27/2027.

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 209-830-3218 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:

Demarieya Nelson
Contractor Signature 08/20/2026

C.E.O / Behaviorist
Title

Contractor Signature

Title

TRACY UNIFIED SCHOOL DISTRICT:

District Authorized Signature

Date

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: August 25, 2026
SUBJECT: **Approve Independent Contractor Agreement for Services with Megan Stone, DO Inc. for the 2026-2027 School Year**

BACKGROUND: Board approval is requested to contract with Megan Stone, DO Inc. to assist with Medi-Cal billing student reviews and authorizations. The District's Special Education administration would like to contract with Megan Stone, DO Inc. for the 2026-2027 school year.

RATIONALE: Districts must offer a continuum of services including services that address both educational and medical needs concurrently. Some of these services, such as speech therapy, occupational therapy, and psychological assessments, are reimbursable through Medi-Cal. Tracy Unified School District requires MD approval to participate in the Medi-Cal reimbursement program. 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 2026-2027 regular school year and related services will not exceed $10,500. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Independent Contractor Agreement with Megan Stone, DO Inc. for the 2026-2027 School Year.

Prepared by: Jason Davis, Director of Special Education.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, by and between Megan Stone, DO Inc and Tracy Unified School District, herein called **District"** and **Dr. Stone** herein called **"Contractor." District** and **Contractor**, herein named, do mutually agree to the following terms and conditions:

1. **Description of Services:**

Contractor shall perform the following duties:

- Provide student review and OT, PT and mental health authorizations for purposes of Medi-Cal eligibility billing.
- Provide Speech Protocol
- **Contractor** is not responsible for medical outcomes or development of treatment plans for students. Review and authorizations are for billing purposes only

Contractor will be provided with secure access means of reviewing and signing authorizations.

Contractor will have own computer and follow district guidelines

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in the "Description of Services." **Contractor** will provide service hours to **TUSD** monthly to meet the IEP needs of students.

2. **Contract Document:**

The contract documents consist of the Independent Contractor Agreement

3. **Compensation:**

District shall pay a rate of $56/per student review - Medi-Cal authorization. Additionally, **District** shall pay a flat rate fee of $500 per Speech Protocol. **Contractor** shall only be paid for work completed to the satisfaction of **District** through the terminated date of this agreement.

District shall make payments on a monthly basis and within (60) calendar days from Contractor's presentation of a detailed invoice.

In no event shall **TUSD**'s total payment to **Contractor** for services satisfactorily rendered pursuant to this Agreement exceed the not to exceed fee of TEN THOUSAND FIVE HUNDRED Dollars $10,500.00.

4. **Term of Agreement**:

The terms of the agreement shall commence on September 9, 2026, and shall terminate on June 30, 2027.

This agreement may be terminated at any time during the term by either party upon Thirty (30) days' written notice of termination.

Contractor shall contact the **District's** designee, Jason Davis, at (209) 830-3270 with any questions regarding performance of the services outlined above. **District**'s designee shall determine if and when **Contractor** has completed the services described.

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

5. **Indemnification and Insurance**:

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by **Contractor** or 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 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 judgement 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.

The **Contractor** shall maintain and have in full force a general liability policy during the entire term of this Agreement. All liability policies must be acceptable to the **TUSD** and be written on an occurrence form. The insurance shall be in the following amounts: comprehensive general liability with a combined single limit with per occurrence limits of not less than $1,000,000. The **Contractor** shall provide the **TUSD** with evidence of insurance. This general liability policy shall name the **TUSD as** additional named insured.

6. **Taxes**:

Contractor will be responsible for providing payment of his/her own taxes, federal and state, and no deductions for such purposes will be made by **TUSD** from any compensation payable to **Contractor** under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, and year written above.

BY: Megan Stone, DO DATE: 8/20/2026
DR. MEGAN STONE

BY: _____ DATE: _____
Tania Salinas, Associate Superintendent

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 Special Contract Services Agreement with The Bylund Clinic for an Independent Education Evaluation (IEE)**

BACKGROUND: The Special Education Department would like to initiate a contract with The Bylund Clinic for a Psycho-Ed Independent Education Evaluation (IEE). Approval is necessary at this time to fulfill district responsibility to allow for agreed upon assessors of parent's choosing per applicable laws and stay compliant with the statutory timelines.

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

FUNDING: Expenses for this contract will not exceed a total of $6,750.00. The Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Special Contract Service Agreement with The Bylund Clinic for an Independent Educational Evaluation (IEE).

Prepared by: Jason Davis, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties:

   Provide a psycho-educational evaluation: and neurological assessments to assess sensory-motor functioning, information processing, attention regulation, working memory, executive functioning, auditory processing, phonological processing, language, visual-spatial processing, orthographic processing, memory, reasoning, general intelligence, socio-emotional and behavioral functioning, social communication and behavioral function social communication, a 60minute-parent intake, 60minute results meeting, 60minute IEP meeting.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 120 DAYS, under the terms of this agreement at the following location School site/Assessor location.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule: 1 Attach Fee Schedule or Addendum (if applicable)

   a. District shall pay $6,750.00 per FLAT RATE, not to exceed a total of $6,750.00. 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 SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, 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 08/25/2026, and shall terminate on 12/18/2026.

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

6. Amendments, changes, or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

7. Contractor shall contact the District's designee at 209-830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

James Bylund
Contractor Signature 08/25/2026

owner
Title

Contractor Signature

Title

TRACY UNIFIED SCHOOL DISTRICT:

District Authorized Signature

Date

01-6500-0-5770-1110-5800-800-2542
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: August 27, 2026
SUBJECT: **Ratify Agreements Between Tracy Unified School District and the San Joaquin County Office of Education for Reimbursement of School Student Placement at North Valley Nonpublic School**

BACKGROUND: Board approval is requested to reimburse the San Joaquin County Office of Education (SJCOE) for student placement at North Valley North School. This is per an agreement between Tracy Unified School District (TUSD) and the San Joaquin County Office of Education (SJCOE).

RATIONALE: Districts must offer a continuum of services including, when necessary, referral, and placement at a nonpublic school. 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 reimbursement will be as follows for the 2025-2026 school year is $4,251.00 June 8th – June 13th, and for the 2026-2027 school year will not exceed $68,600.00. The Special Education expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Agreements Between Tracy Unified School District and the San Joaquin County Office of Education for Reimbursement of School Student Placement at North Valley Nonpublic School.

Prepared by: Jason Davis, Director of Special Education.

AGREEMENT BETWEEN THE
SAN JOAQUIN COUNTY OFFICE OF EDUCATION SELPA
AND THE
TRACY UNIFIED SCHOOL DISTRICT
FOR NORTH VALLEY NONPUBLIC SCHOOL STUDENT PLACEMENT

This agreement, executed on **May 21, 2026**, by and between the **San Joaquin County Office of Education SELPA** (hereinafter "**SELPA**") and the **Tracy Unified School District** (hereinafter "**Tracy**"), is entered into for **SELPA** to provide **payment for North Valley Nonpublic School (Victor Community Support),** for [redacted] **and that Tracy will reimburse SELPA for educational services in full**. In order to accomplish this goal, **Tracy** desires the SELPA to pay for all services, including educational services provided by **North Valley** contracted by **SELPA,** and **SELPA** desires to provide said payment from June 8, 2026, to **North Valley School** until June 30, 2026, with Tracy reimbursing SELPA for educational costs until this time. It is mutually agreed between the parties as follows:

2. REIMBURSEMENT FOR SERVICES

Tracy will pay **SELPA** the total sum for these services as reflected in the North Valley Standard Fee Agreement for the 25-26 academic year (attached). SELPA will reimburse one round-trip travel expense for the parent in accordance with the travel reimbursement policy.

3. INVOICES AND PAYMENTS

Payment of these costs by **Tracy** will be executed by the San Joaquin County Office of Education - Business Services.

4. DISCRIMINATION

Neither **SELPA** nor **Tracy** and/or their employees shall discriminate because of race, religion, color, national origin, disabilities, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.

5. INDEMNITY / HOLD HARMLESS

SELPA will defend, indemnify, and hold harmless **Tracy**, its agents, officers and employees against all suits and claims that may be based on injury to persons or property that is the result of an error, omission, or negligent act of **SELPA** and its officers, agents, or employees in the performance of this contract. **Tracy** will defend, indemnify, and hold harmless **SELPA**, its agents, officers and employees against all suits and claims that may be based on injury to persons or property that is the result of an error, omission, or negligent act of **Tracy** and its officers, agents, or employees in the performance of this contract.

6. NOTICES

Any notices herein provided to be given by either party shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid and addressed, or faxed or emailed, as follows:

TO: **SELPA**
Marty Remmers, SELPA Director
Wentworth Education Center
P.O. Box 213030
Stockton, CA 95213-9030
Phone: (209) 468-4925
Fax: (209) 468-4979
E mail: mremmers@sjcoe.net

TO: **Tracy**
Jason Davis, Director of Special Education, Tracy Unified School District
1875 W Lowell Ave
Tracy, CA 95376
Phone: (209) 830-3270
E mail: jdavis@tusd.net

The address to which the notices to be sent may be changed by either party advising the other in writing of such change. Nothing herein shall preclude the giving to any notice by personal service.

7. TERM AND TERMINATION

The term of this agreement shall be for a period commencing on **May 21, 2026,** and ending on **June 30, 2026.**

8. MODIFICATION

Notwithstanding any of the provisions of this agreement, this writing contains the entire agreement between the parties hereto and there are no other agreements or understandings written or oral. This agreement may not be changed or modified except in writing and signed by the parties hereto.

9. AGENCY RELATIONSHIP

This contract is not intended to and shall not create the relationship of principal-agent, master-servant, or employer-employee between **SELPA** and **Tracy**, nor shall this contract create a partnership, joint venture or association between **SELPA** and **Tracy**. SELPA contractor(s) assigned to **Tracy** by **SELPA** under this Agreement shall be considered to be acting solely on behalf of, and at the direction of, **Tracy** in performing any and all acts/duties required under this Agreement. **Tracy** shall be solely responsible for any and all acts performed by **SELPA** contractor(s) under this Agreement, including but not limited to any due process or other claims filed by a student based upon perceived and/or actual acts performed by **SELPA** contractor(s) under this Agreement.

12. COPIES OF AGREEMENT

This agreement is executed in counterparts, each of which shall be deemed a duplicate original.

IN WITNESS THEREOF, the parties the day and year first above written have affixed their signatures hereto.

By _____ Date: 6/9/26
Marty Remmers, Director
SELPA

By _____ Date: 6-2-26
Anthony Flores, Division Director
Operations

By _____ Date: 6/9/26
Jason Davis, Director
Tracy Unified School District

AGREEMENT BETWEEN THE
SAN JOAQUIN COUNTY OFFICE OF EDUCATION SELPA
AND THE
TRACY UNIFIED SCHOOL DISTRICT
FOR NORTH VALLEY NONPUBLIC SCHOOL STUDENT PLACEMENT

This agreement, executed on **July 1, 2026**, by and between the **San Joaquin County Office of Education SELPA** (hereinafter "**SELPA**") and the **Tracy Unified School District** (hereinafter "**Tracy**"), is entered into for **SELPA** to provide **payment for North Valley Nonpublic School (Victor Community Support),** for [redacted] **and that Tracy will reimburse SELPA for educational services in full**. In order to accomplish this goal, **Tracy** desires the SELPA to pay for all services, including educational services provided by **North Valley** contracted by **SELPA,** and **SELPA** desires to provide said payment from July 1, 2026, to **North Valley School** until June 30, 2027, with Tracy reimbursing SELPA for educational costs until this time. It is mutually agreed between the parties as follows:

2. REIMBURSEMENT FOR SERVICES

Tracy will pay **SELPA** the total sum for these services as reflected in the North Valley Standard Fee Agreement for the 26-27 academic year (attached). SELPA will reimburse one round-trip travel expense for the parent in accordance with the travel reimbursement policy.

3. INVOICES AND PAYMENTS

Payment of these costs by **Tracy** will be executed by the San Joaquin County Office of Education - Business Services.

4. DISCRIMINATION

Neither **SELPA** nor **Tracy** and/or their employees shall discriminate because of race, religion, color, national origin, disabilities, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.

5. INDEMNITY / HOLD HARMLESS

SELPA will defend, indemnify, and hold harmless **Tracy**, its agents, officers and employees against all suits and claims that may be based on injury to persons or property that is the result of an error, omission, or negligent act of **SELPA** and its officers, agents, or employees in the performance of this contract. **Tracy** will defend, indemnify, and hold harmless **SELPA**, its agents, officers and employees against all suits and claims that may be based on injury to persons or property that is the result of an error, omission, or negligent act of **Tracy** and its officers, agents, or employees in the performance of this contract.

6. NOTICES

Any notices herein provided to be given by either party shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid and addressed, or faxed or emailed, as follows:

TO: **SELPA**
Marty Remmers, SELPA Director
Wentworth Education Center
P.O. Box 213030
Stockton, CA 95213-9030
Phone: (209) 468-4925
Fax: (209) 468-4979
E mail: mremmers@sjcoe.net

TO: **Tracy**
Jason Davis, Director of Special Education, Tracy Unified School District
1875 W Lowell Ave
Tracy, CA 95376
Phone: (209) 830-3270
E mail: jdavis@tusd.net

The address to which the notices to be sent may be changed by either party advising the other in writing of such change. Nothing herein shall preclude the giving to any notice by personal service.

7. TERM AND TERMINATION

The term of this agreement shall be for a period commencing on **July 1, 2026,** and ending on **June 30, 2027.**

8. MODIFICATION

Notwithstanding any of the provisions of this agreement, this writing contains the entire agreement between the parties hereto and there are no other agreements or understandings written or oral. This agreement may not be changed or modified except in writing and signed by the parties hereto.

9. AGENCY RELATIONSHIP

This contract is not intended to and shall not create the relationship of principal-agent, master-servant, or employer-employee between **SELPA** and **Tracy**, nor shall this contract create a partnership, joint venture or association between **SELPA** and **Tracy**. SELPA contractor(s) assigned to **Tracy** by **SELPA** under this Agreement shall be considered to be acting solely on behalf of, and at the direction of, **Tracy** in performing any and all acts/duties required under this Agreement. **Tracy** shall be solely responsible for any and all acts performed by **SELPA** contractor(s) under this Agreement, including but not limited to any due process or other claims filed by a student based upon perceived and/or actual acts performed by **SELPA** contractor(s) under this Agreement.

12. COPIES OF AGREEMENT

This agreement is executed in counterparts, each of which shall be deemed a duplicate original.

IN WITNESS THEREOF, the parties the day and year first above written have affixed their signatures hereto.

By _____ Date: 6/9/26
Marty Remmers, Director
SELPA

By _____ Date: 6/2026
Anthony Flores, Division Director
Operations

By _____ Date: 6-9-26
Jason Davis, Director
Tracy Unified School District

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 27, 2026
SUBJECT: **Ratify Master Contract for Non-Public School Creative Alternatives for the 2026-2027 School Year**

BACKGROUND: Board approval is requested to contract with Non-Public School Creative Alternatives. The District's Special Education administration would like to contract with Non-Public School Creative Alternatives for the 2026-2027 school year to provide placement pursuant to students IEP (Individual Education Program). Ratification is necessary at this time to fulfill district responsibility for placement per the student's IEP recommendation.

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

FUNDING: Expenses for this contract will not exceed $400,000.00 for the 2026-2027 school year. The Special Education contract expenses are funded through 602 funding for Special education, budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract for Non-Public School Creative Alternatives for the 2026-2027 School Year.

Prepared by: Jason Davis, Director of Special Education.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: Aug 18, 2026
SUBJECT: **Approve Agreement for Contract Services with SchoolAI**

BACKGROUND: Tracy Unified School District has been exploring the responsible and effective use of artificial intelligence (AI) to support teaching and learning. As part of this work, the District has established an AI pilot involving selected schools and educators to evaluate AI platforms and identify ways AI can appropriately enhance instructional practices, teacher productivity, student learning, and personalized support. SchoolAI is one of the platforms being evaluated through this process and provides educators with AI-powered tools designed for classroom use, including customizable learning experiences and instructional support. SchoolAI has been recommended by the TUSD Artificial Intelligence Committee for piloting in the 2026/2027 school year.

RATIONALE: Entering into a contract with SchoolAI will provide TUSD educators and students with access to an AI platform that can be evaluated within authentic classroom settings. The pilot will allow the District to gather feedback and evidence regarding the platform's instructional value, usability, student engagement, and alignment with District expectations for responsible and ethical AI use. This work supports TUSD's commitment to effective teaching and learning while providing educators with opportunities to develop AI literacy and explore innovative approaches to differentiation, student support, and personalized learning. The pilot will also inform future District decisions regarding the appropriate use, implementation, and potential expansion of AI tools.

This contract meets Tracy Unified 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 contract is for $18,000 and will be paid out of unrestricted LCFF funds.

RECOMMENDATION: Approve Agreement for Contract Services with SchoolAI.

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

schoolai

Order Form

This SchoolAI Order Form ("**Order Form**") is entered into between SchoolAI Inc., a Delaware corporation with offices at 2000 Ashton Blvd #500, Lehi, Utah 84059 and the subscriber identified below ("**Client**"). This Order Form is effective as of the date of last signature below ("**Effective Date**").

Client Information	
Name:	Tracy Joint Unified
Address:	1875 W. Lowell Ave. Tracy, CA, 95376
Email of Contact Person	dreese@tusd.net

Initial Subscription Date: September 1, 2026 - August 31, 2027

Upon the expiration of the Initial Subscription Period, the subscription term will automatically renew for additional Renewal Terms in 12 month increments unless terminated in accordance with the Terms.

The access below will ensure unlimited access to all staff and students at **Kimball High, Tracy High, Stein High, Gladys Poet-Christian School, Duncan-Russell Community** for the duration of the contract, as well as any district leaders who need access to support the implementation.

Services and Pricing:

Section name

SchoolAI Classroom Pro w/ Browser Ext.	Price $4.50 per year
Quantity 4000	Total $18,000.00 per year
Custom Virtual PD	Price $500.00 Discount 100 %
Quantity 2	Total $0.00

Document Ref: YRCJK-L6I9P-DTZMU-CH4C6

	Section total	$18,000.00
	Total	**$18,000.00**

Billing Contact Name:

Email:

My organization is tax exempt ☐

Payment Terms:

The applicable Fees are due and payable upon the Effective Date or, if applicable, the end of the Trial Period (the "**Initial Payment Date**"). Upon commencement of a Renewal Term the Subscription Fee will be invoiced on the anniversary of the Initial Payment Date and payable in accordance with the Agreement.

General Terms:

This Order Form incorporates by reference the Terms of Service which can be found at schoolai.com/msa ("**Terms**") as if fully set forth herein. In the event of any conflict between this Order Form and the Terms, this Order Form will control. All capitalized terms not defined in this Order Form have the meanings given in the Terms

By signing below, the Parties (i) accept and agree to be bound by the terms and conditions of this Agreement and (ii) for the individual signing on behalf of Client, represents that they have the authority to bind the Client to this Agreement.

"SchoolAI"	**"Client"**
SchoolAI, Inc.	Tracy Joint Unified
By: *Natali Barski-Meyman*	By:
Name: Natali Barski	Name:
Title: General Counsel	Title:
Date: 2026-08-20	Date:

Document Ref. YRCJK-L6I9P-DTZMU-CH4C6

CERTIFICATE *of* SIGNATURE

REF. NUMBER
YRCJK-L6I9P-DTZMU-CH4C6

DOCUMENT COMPLETED BY ALL PARTIES ON
20 AUG 2026 18:47:49
UTC

SIGNER	TIMESTAMP	SIGNATURE
NATALI BARSKI EMAIL NATALI@SCHOOLAI.COM	SENT 20 AUG 2026 18:47:49 SIGNED 20 AUG 2026 18:47:49	Natali Barski-Meyman IP ADDRESS 23.120.203.225 LOCATION CORAL SPRINGS, 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 24, 2026
SUBJECT: **Ratify Agreement for Contract Services Between San Joaquin County Office of Education and TUSD for School Field Trips to Durham Ferry Outdoor Education Center for the 2026-2027 School Year**

BACKGROUND: TUSD is a STEM District. The TUSD STEM Vision is as stated: Empowering every student for success in tomorrow's world. The TUSD STEM Mission is as stated: Engaging STEM experiences connect each student to the real world and prepare them for college and career success through collaboration, critical thinking, and problem solving. In the 2024/2025 school year TUSD had identified 5 Key Initiatives. One of the Key Initiatives is to provide STEM opportunities for each student.

RATIONALE: This contract ensures that all TUSD 4th grade students, including students accessing the general education curriculum and the special education curriculum, are provided the option to access a rich field experience that includes learning about the natural and human systems in the context of our local river system and the California's Next Generation Science Standards (NGSS).

This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The cost for this training and support is not to exceed $16,200. It will be paid from LCFF funds.

RECOMMENDATION: Ratify Agreement for Contract Services between San Joaquin County Office of Education, and TUSD for School Field Trips to Durham Ferry Outdoor Education Center for the 2026-2027 School Year.

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

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Troy A. Brown, Ed.D., County Superintendent of Schools

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

MEMORANDUM OF UNDERSTANDING
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
and
TRACY UNIFIED SCHOOL DISTRICT

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Tracy Unified School District, hereinafter referred to as "TUSD," is to provide high quality STEAM learning opportunities.

The two parties, SJCOE and TUSD, mutually agree to the following terms and conditions for the 2026-2027 school year.

I. SCOPE OF WORK
- SJCOE STEM Programs will provide the following services:
  - San Joaquin County Office of Education Durham Ferry Field trips taking place between September 1, 2026 and June 30, 2027 for TUSD 4th graders. Field trips will consist of student activities centered around learning about the natural and human systems in the context of our local river system.

Specific Days and Times:

Dates	Location	Subject	Number of classes	Field Trip Days	Cost
TBD	Durham Ferry Outdoor Education Center or TUSD School Site	Student activities centered around learning about the natural and human systems in the context of our local river system	Up to 36	12	Not to exceed $16,200
				Total Cost	**$16,200**

II. TERMS OF AGREEMENT
- This agreement will be in effect from July 22, 2026 – June 30, 2027.

III. COMPENSATION
- Professional learning costs (which include preparation, travel, and materials).
  - TUSD will pay SJCOE in the total amount of $16,200.00 within thirty (30) days of receipt of the invoice from SJCOE.

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

IV. CHANGES TO THE MEMORANDUM

- Changes regarding the dates of provision or the scope and/or nature of these services must be made by mutual agreement.

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

- SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as employee of Tracy Unified School District. Tracy Unified School District agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents, and employees of SJCOE against any and all claims, which may result from TUSD's performance under this agreement. Similarly, SJCOE agrees to indemnify and hold harmless TUSD's Superintendent, Board of Education, officers, agents and employees against any and all claims, which may result from SJCOE's performance under this agreement.

- San Joaquin County Office of Education agrees to make no claim against Tracy Unified School District for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that SJCOE is not entitled to any such benefits.

~~Is the proposed CONTRACTOR/CONSULTANT an employee of the SJCOE? ( ) Yes ( ) No~~

~~Have you or any of your employees previously been employed by the SJCOE? ( ) Yes ( ) No~~

~~Are you or any of your employees a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) member? ( ) Yes ( ) No~~

~~If yes, which system? ( ) (CalPERS) ( ) (CalSTRS)~~

~~Are you, any of your employees or sub-contractors a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) retiree? ( ) Yes ( ) No~~

~~If yes, which system? ( ) (CalPERS) ( ) (CalSTRS)~~

~~*Note: If you answered "Yes" to questions 3 or 4 listed above, additional information may be required to ensure accurate retirement reporting such as: employees name, SSN#.*~~

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Troy A. Brown, Ed.D., County Superintendent of Schools

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

SAN JOAQUIN COUNTY OFFICE OF
OF EDUCATION

Katie Wipfli

Katie Wipfli, Div. Director of STEM Programs

07/23/2026

Date

Anthony Flores

Anthony Flores, Div. Director of Operations

07/23/2026

Date

TRACY UNIFIED SCHOOL DISTRICT

Tania Salinas

Tania Salinas, Associate Superintendent of Business Services

07/23/2026

Date

KS

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 21, 2026
SUBJECT: **Ratify Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Signature Family Engagement Training for Parents at Tracy High School**

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connecting families, school and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that all children can achieve their greatest academic potential. The course will be held 09/16-11/18/26.

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE Signature Family Engagement training at Tracy High School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home and community and to facilitate a partnership to support student achievement. This request supports District Strategic Goal #1: 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 District shall pay a flat rate of $12,000 for the eight-week parent class. The cost of the program will be paid by LCAP (0709) Supplemental and Concentration Grant.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Signature Family Engagement Training for Parents at Tracy High School.

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

SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Jon Waggle, School Principal

From: Gabriela Rios, Executive Director

Date: August 10, 2026

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and **Tracy High School** agree as follows:

RECITALS

A. Scope of Services: PIQE will provide its **Signature Family Engagement** in Education K-12 Program (FE) for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents/guardians by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques to empower parents to address the educational needs of their school-aged children.

B. Time of Class: Morning ____ **Evening** ___6:00pm ✓ ____

C. Type of Class: **Virtual (V)** _____, Hybrid (H) __ ✓ _____, **In-Person (P)** ___

Hybrid – PIQE will offer online classes through the Zoom platform from Orientation through week six, and the Principal Dialogue and Graduation ceremony will be in person.

Virtual and Hybrid Services: For virtual services, PIQE will provide online connectivity and navigation support to families to ensure they can access the Zoom platform.

D. Session Dates: September 16, 2026 thru November 18, 2026

E. Compensation: a flat fee of **$12,000.00**
The minimum number of parents to open a class in any language is 15.

Parent Institute for Quality Education
2405 E Plaza Blvd National City, CA 91950
Telephone: 619.420.4499
www.piqe.org

© PIQE 2022

F. Cancellation: A class that does not have the minimum number of parents needed to keep the class open might be cancelled by mutual agreement on or before class #3; no classes can be cancelled on or after class #4 in case this happens, the school would have to pay the cost of the agreed class referred in the compensation described above.

Location: **Tracy High School**

School funding: District LCAP (0709) Supplemental & Concentration Grant

In addition, where the PIQE program is provided in person, the school will make childcare arrangements to have it available to families as well as provide refreshments to the parents.

Copyright Protections: PIQE owns all products and all content in the program(s), including without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("content"). The content is protected by copyright laws of the United States and other countries and may not be used, copied, distributed, displayed, modified, reproduced, published, posted or reverse engineered in whole or in part without the prior written permission of PIQE. ***Initials:*** JW

I accept these services at **Tracy High School** under the terms and conditions noted.

Jon Waggle, School Principal — Date: 8/21/24

Parent Institute Representative:

Gabriela Rios, Executive Director, PIQE

© PIQE 2022

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 26, 2026
SUBJECT: **Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees**

BACKGROUND: **CERTIFICATED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Nguyen, Nhu Teacher	SWPES	08/031/2026	Personal

BACKGROUND: **CLASSIFIED RETIREMENTS**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Gallegos, Judy P-8 Attendance Clerk	GKES	9/30/2026	Retirement

BACKGROUND: **CLASSIFIED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Amaro Gamarra, Sabrina Bilingual Preschool Para Educator I	SWP	8/2/2026	Accepted Position

Cabanova Chapman, Lourdes Para Educator I	CES	8/30/2026	Accepted Position
Diggs, Alma School Supervision Assistant	PCES	8/13/2026	Accepted Position
Hanif Bailoor, Jihan Para Educator I	TISCS	08/14/2026	Personal
Hernandez Esqueda, Ana Para Educator I	WHS	8/30/2026	Accepted Position
Medina, Vivian Preschool Instructor	SWP	8/30/2026	Accepted Position
Soto, Crystal Para Educator II	FES	8/24/2026	Accepted Position
Vargas, Sandra Bilingual Preschool Para Educator I	NES	8/30/2026	Accepted Position
Zermeno Parra, Doris School Supervision Assistant	VES	8/30/2026	Accepted Position

BACKGROUND:

COACH RESIGNATION

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Haliczer, Denise Water Polo Assistant	WHS	7/30/26	Personal
Kol, Pang Boys' Frosh Basketball	KHS	8/7/2026	Personal
Labasan, Mission Boys' JV Basketball	THS	8/20/2026	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 26, 2026
SUBJECT: **Approve Classified, Certificated, and/or Management Employment**

BACKGROUND:	**MANAGEMENT/CLASSIFIED CONFIDENTIAL**
Cabanova Chapman, Lourdes	McKinley Elementary School ELOP Site Lead (New) LME 19, Step A - $334.21 per day Fund: ELOP
Hernandez Esqueda, Ana	Villalovoz Elementary School ELOP Site Lead (New) LME 19, Step A - $334.21 per day Fund: ELOP
Maxwell, Mahkala	DEC/Special Education School Psychologist (Replacement) LMP 8, Step C - $111,588.00 Fund: Special Education
Medina, Vivian	South/West Park Elementary School ELOP Site Lead (New) LME 19, Step A - $334.21 per day Fund: ELOP

Palacios-Espinoza, Margarita	DEC/Special Education School Psychologist (Replacement) LMP 8, Step A - $101,472.00 Fund: 85% Special Education, 15% Mental health related services
Vargas, Sandra	Jacobson Elementary School ELOP Site Lead (New) LME 19, Step A - $334.21 per day Fund: ELOP

BACKGROUND: **CERTIFICATED**

Arroyo, Ana	Kimball High School Spanish (Replacement) Class I, Step "A" 2, $59,793.00 Fund: General
Blickenstaff, Carson	Kimball High School Media Production (Replacement) Class I, Step "A"1, $59,793.00 Fund: CTE/ROP
Estes, Mark	Tracy High School Fire Service (Replacement) Class VI, Step "B"13 $97,655 Fund: CTE/ROP
Thomas, Naima	Tracy Independent Studies Charter School RSP TK-12 (New) Class VI, Step "B" 10, $98,943.00 Fund: Special Education

BACKGROUND: **CLASSIFIED**

Amaro Gamarra, Sabrina	Preschool Instructor (New) South/West Park Preschool Range 36, Step D - $29.32 per hour Fund: Special Education Early Intervention
Contreras, Andrea	School Supervision Assistant (Replacement) Central School Range 21, Step A - $18.00 per hour Fund: General

Carrillo, Christina	School Supervision Assistant (Replacement) Bohn School Range 21, step A - $18.00 per hour Fund: General Fund Unrestricted
Diggs, Alma	School Supervision Assistant (Replacement) Poet-Christian School Range 21, Step D - $20.69 per hour Fund: General Fund
Morales, Jesse	Utility Person IV (New) DEC/MOT Range 37, Step C - $28.61 per hour Fund: 20% General 80% Home-to-School Transportation
Soto, Crystal	Secretary to Prevention Services (Replacement) Prevention Services/DEC Range 32, Step E - $27.94 per hour Fund: 50% Targeted SES 50% Title I
Zermeno Parra, Doris	Bilingual Preschool Para Educator (Replacement) Villalovoz Preschool Range 30, Step E - $26.67 per hour Fund: Child Care and Development

BACKGROUND: **COACHES**

Allen-Trombley, Jennifer	Cross Country Assistant Kimball High School $6,032.60
Baz, Hina	Varsity Football Assistant Kimball High School $6,536.45
Butler, Jessica Ruth	Pep Squad Advisor Kimball High School $3,772.08
Contreras, Bernadette	Dance Advisor Kimball High School $2,512.45

DeCoite, Mateo	Soph Football Assistant Kimball High School $6,032.60
DeGregori, Sheyenne	Girls' Golf Kimball High School $5,024.89
Espino, Felipe	Girls' Tennis Kimball High School $5,024.89
Fielsch, Mischelle	Girls' Tennis Tracy High School $5,024.89
Heinen, Casey	Boys' Water Polo Kimball High School $7,537.34
Heinen, Casey	Girls' Water Polo Kimball High School $7,537.34
Marquez, Miguel	JV Flag Football Kimball High School $5,024.89
Mickey, Kyle	Soph Football Assistant Kimball High School $6,032.60
Orlanes, Angelaia	Girls' Soph Volleyball Kimball High School $6,032.60
Rios, David	Varsity Flag Football Kimball High School $7,537.34
Salinas, Isaac	Head Soph Football Kimball High School $7,537.34

Sanchez, Julie	Girls' Varsity Volleyball Kimball High School $7,537.34
Sanchez, Oliver	Girls' Frosh Volleyball Kimball High School $5,276.82
Speer, Kevin	Head Varsity Football Kimball High School $9,552.75
Trombley, Benjamin	Head Cross Country Kimball High School $7,537.34
Velasco, Jenna	Pep Squad Assistant Kimball High School $3,016.30
Walker, Myles	Varsity Football Assistant Kimball High School $6,536.45

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

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 31, 2026
SUBJECT: **Receive the District's Initial Bargaining Proposal for the Tracy Educators Association for the 2026-2027 School Year and Submit it for Negotiations, Pending Public Input**

BACKGROUND: The three-year Master Agreement between the Tracy Educators' Association and Tracy Unified District expired June 30, 2026; as such, successor contract negotiations are scheduled for 2026-2027. TEA is requesting to meet and negotiate with the District as shared in TEA's sunshine proposal.

RATIONALE: TEA's sunshine proposal will also be presented to the Board at the regularly scheduled board meeting on September 8, 2026. The District is requesting to open Article XVII, Evaluation, and Appendix F, to correspond to items agreed to through the MOU process. The District is also proposing to open Article XIII, Salaries (Compensation), and Article XIV, Fringe Benefits.

FUNDING: No fiscal impact.

RECOMMENDATION: Receive the District's Initial Bargaining Proposal for the Tracy Educators Association for the 2026-2027 School Year and Submit it for Negotiations, Pending Public Input.

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

TRACY
UNIFIED SCHOOL DISTRICT

"The future belongs to the educated"

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

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

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

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

1875 W. Lowell Ave.
Tracy, CA 95376

www.tracy.k12.ca.us
Facebook.com/TracyUnifiedSD

TO: Anthony Irizarry, TEA President
John Moss, TEA Negotiations Chair

FROM: Tammy Jalique, Associate Superintendent of Human Resources

DATE: August 31, 2026

RE: TUSD Sunshine Proposal for 2026-2027 Negotiations

This memo serves as notification of the District's Sunshine Proposal for 2026-2027 Successor Agreement negotiations. The District proposes negotiating the following Articles and Appendix Item:

Article XVII, EVALUATION – The District proposes opening this article in accordance with the MOU signed on August 26, 2026.

Appendix F – The District proposes opening this article in accordance with the MOU signed on August 26, 2026.

Article XIII, SALARIES (COMPENSATION)

Article XIV, FRINGE BENEFITS

We anticipate all public notice requirements being completed at the September 22, 2026, Board Meeting.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 14, 2026
SUBJECT: **Approve the Unaudited Statement of Receipts and Expenditures for the 2025-2026 Fiscal Year**

BACKGROUND: Education Code Section 42100 requires that the governing board, on a form prescribed by the Superintendent of Public Instruction, submit an annual statement of all receipts and expenditures of the district for the preceding year and file that statement with the county superintendent of schools. This document is commonly known as the "unaudited actuals."

RATIONALE: The information compiled in this report is the basis for the annual financial audit. The county superintendent of schools is required to verify the mathematical accuracy of the unaudited actual statement and transmit a copy to the Superintendent of Public Instruction.

FUNDING: The unaudited actuals report has no direct impact on funding, however, the information about past year revenues and expenses establishes the beginning balance for the 2026-2027 budget, which will be considered in a future update to the current year budget.

RECOMMENDATION: Approve the Unaudited Statement of Receipts and Expenditures for the 2025-2026 Fiscal Year.

Prepared by: Tania Salinas, Assoc Supt of Business Services.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 14, 2026
SUBJECT: **Adopt Resolution #26-02 Recertifying the Appropriation "Gann" Limits for the 2025/2026 School Year for Tracy Unified School District**

BACKGROUND: In November 1979 the California electorate adopted Proposition 4, commonly called the Gann Amendment. The provisions of the Gann Amendment establish maximum Appropriation Limitations, commonly called "Gann Limits," for public agencies, including school districts.

Local education agencies are required to report their Appropriations Limit to the State Superintendent of Public Instruction and to the State Director of Finance. The District is required to calculate a Gann Limit for 2026/27 in accordance with the provisions of Senate Bill 98 and applicable statutory law.

The attached resolution of the recertified Gann Limit for 2025/26 fiscal year has been made in accordance with applicable constitutional and statutory law and does not exceed the limitations imposed by Proposition 4.

FUNDING: N/A

RECOMMENDATION: Adopt Resolution #26-02 Recertifying the Appropriation Limits for the 2025/26 School Year for Tracy Unified School District.

Prepared by: Tania Salinas, Assoc Supt of Business Services.

TRACY
UNIFIED SCHOOL DISTRICT

TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #26-02
Recertifying the Appropriation "Gann" Limits
for the 2025/26 School Year for Tracy Unified School District

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article established maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann Limit for the 25/26 fiscal year and a projected Gann Limit for the 26/27 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for the 25/26 and 26/27 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IF FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 25/26 and 26/27 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED, THIS 8th DAY OF SEPTEMBER, 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

	2025-26 Calculations			2026-27 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA	**2024-25 Actual**			**2025-26 Actual**		
Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE						
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	131,690,099.41		131,690,099.41			137,998,292.21
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	13,008.55		13,008.55			12,806.54
ADJUSTMENTS TO PRIOR YEAR LIMIT	**Adjustments to 2024-25**			**Adjustments to 2025-26**		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA	**2025-26 P2 Report**			**2026-27 P2 Estimate**		
Unaudited actuals data should tie to Principal Apportionment Data Collection attendance reports and include ADA for charter schools reporting with the district						
1. Total K-12 ADA (Form A, Line A6)	12,467.58		12,467.58	12,321.95		12,321.95
2. Total Charter Schools ADA (Form A, Line C9)	338.96		338.96	338.74		338.74
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			12,806.54			12,660.69
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	**2025-26 Actual**			**2026-27 Budget**		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	217,453.66		217,453.66	217,454.00		217,454.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	43,904,290.53		43,904,290.53	43,904,291.00		43,904,291.00
5. Unsecured Roll Taxes (Object 8042)	2,724,103.53		2,724,103.53	2,724,104.00		2,724,104.00
6. Prior Years' Taxes (Object 8043)	76,467.21		76,467.21	76,467.00		76,467.00
7. Supplemental Taxes (Object 8044)	1,275,634.54		1,275,634.54	1,275,635.00		1,275,635.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	6,182,636.35		6,182,636.35	6,121,262.00		6,121,262.00

	2025-26 Calculations			2026-27 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	5,112,889.68		5,112,889.68	0.00		0.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	59,493,475.50	0.00	59,493,475.50	54,319,213.00	0.00	54,319,213.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	59,493,475.50	0.00	59,493,475.50	54,319,213.00	0.00	54,319,213.00
EXCLUDED APPROPRIATIONS						
19a. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			0.00			0.00
19b. Qualified Capital Outlay Projects						
19c. Routine Restricted Maintenance Account (Fund 01, Resource 8150, Objects 8900-8999)	7,790,447.00		7,790,447.00	7,562,308.00		7,562,308.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)	7,790,447.00	0.00	7,790,447.00	7,562,308.00	0.00	7,562,308.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	140,370,623.00		140,370,623.00	150,156,955.00		150,156,955.00
25. LCFF State Aid - Prior Years (Object 8019)	(1,704,979.77)		(1,704,979.77)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	138,665,643.23	0.00	138,665,643.23	150,156,955.00	0.00	150,156,955.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	255,297,316.93		255,297,316.93	249,170,982.00		249,170,982.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	3,368,788.96		3,368,788.96	4,079,538.00		4,079,538.00

111

	2025-26 Calculations			2026-27 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
D. APPROPRIATIONS LIMIT CALCULATIONS		**2025-26 Actual**			**2026-27 Budget**	
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			131,690,099.41			137,998,292.21
2. Inflation Adjustment			1.0644			1.0495
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9845			0.9886
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			137,998,292.21			143,178,154.71
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			59,493,475.50			54,319,213.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of $120 times Line B3 or $2,400; but not greater than Line C26 or less than zero)			1,536,784.80			1,519,282.80
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			86,295,263.71			96,421,249.71
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			86,295,263.71			96,421,249.71
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			1,949,487.42			2,509,069.41
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			61,442,962.92			56,828,282.41
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			84,345,776.29			93,912,180.30
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			61,442,962.92			
b. State Subventions (Line D8)			84,345,776.29			
c. Less: Excluded Appropriations (Line C23)			7,790,447.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			137,998,292.21			
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4)			0.00			
SUMMARY		**2025-26 Actual**			**2026-27 Budget**	
11. Adjusted Appropriations Limit (Lines D4 plus D10)			137,998,292.21			143,178,154.71
12. Appropriations Subject to the Limit (Line D9d)			137,998,292.21			

	2025-26 Calculations			2026-27 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
"* Please provide below an explanation for each entry in the adjustments column."						

Lori Nelson
Gann Contact Person

lnelson@tusd.net
Contact Email Address

(209) 830-3200
Contact Phone Number

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 08, 2026
SUBJECT: **Consider Claim 677120**

BACKGROUND: On August 26, 2026, a claim was received by the Tracy Unified School District in which the claimant stated that a loss occurred on March 12, 2026

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

a. The information provided to date does not suggest that there is a liability on behalf of the School District.

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

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

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

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

RECOMMENDATIONS: Reject Claim No. 677120.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc Supt of Educational Services
DATE: August 20, 2026
SUBJECT: **Adopt Resolution # 26-04 A Declaration that there are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District**

BACKGROUND: California Education Code 60119 and 5 CCR 9531 require that the governing board annually makes a determination through a resolution that each pupil in each school in the District has sufficient textbooks or instructional materials, including materials in a digital format under specified conditions, in each subject that are consistent with the content and cycles of the curriculum framework adopted by the State Board.

RATIONALE: The resolution is a requirement of the state audit guide and the terms of the Williams Settlement. This item aligns with District Strategic Goal #1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports.

FUNDING: No cost to the District.

RECOMMENDATION: Adopt Resolution #26-04 A Declaration that there are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District.

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



TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION # 26-04

DETERMINATION OF SUFFICIENT TEXTBOOKS ALIGNED TO THE CONTENT STANDARDS AND INSTRUCTIONAL MATERIALS FOR 2026-2027

Whereas, the Governing Board of Tracy Unified School District, in order to comply with the requirements of Education Code 60119 held a public hearing on September 8, 2026, at 7:00 PM, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days' notice of the public hearing by posting it in at least three public places within the District stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Tracy Unified School District, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including each English learner, has a standards-aligned textbook and/or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

Whereas, between the 2008-09 through the 2026-27 fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Tracy Unified School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

Whereas, sufficient textbooks or instructional materials were provided to each student, including each English learner, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- ENGLISH LANGUAGE ARTS (K-8), adopted 2017 (implemented 2017 in K-5 and 2018 in 6-8)

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	*Wonders*	McGraw Hill	2017
6-8	*StudySync*	McGraw Hill	2017
K-5 Bilingual	*Maravillas*	McGraw Hill	2017

- MATHEMATICS (K-8), adopted 2014 and 2015:

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	*My Math*	McGraw-Hill	2014
K-5 Bilingual	*Mis Mathemáticas*	McGraw-Hill	2014
6-8	*Digits*	Pearson	2015
Algebra Readiness, Special Education Math	*Bridge to Algebra*	Carnegie Learning	2014
Algebra 1, Special Education Algebra	*Algebra 1*	Houghton Mifflin Harcourt	2015
Geometry, Special Education Geometry	*Geometry*	Houghton Mifflin Harcourt	2015
Algebra 2	*Algebra 2*	Houghton Mifflin Harcourt	2015

- SCIENCE (K-8), adopted 2022:

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	*Science Dimensions*	Houghton Mifflin Harcourt	2020
6-8	*Amplify Science*	Amplify	2018

- HISTORY-SOCIAL SCIENCE adopted 2019:

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	*myWorld Interactive*	Pearson	2019
K-5 Bilingual	*miMundo Interactivo*	Pearson	2019
6-8	*World History: Ancient Civilizations-6th* *World History: Medieval and Modern Times-7th* *American Stories-8th*	National Geographic Learning / Cengage	2019

- ENGLISH LANGUAGE ARTS (High School), adopted 2008 and 2017:

Grade Level/Course	Adopted Materials	Publisher	Copyright
Acc English, Adv Eng 1, AgSci Adv Eng 1, Beg ELD, ELD 9, English 1, Eng 1 Acd, English 1 MHSA, English 1 PreAP, Eng 1 AcadPreAP, Eng 1 PreAP MHSA, Modified Eng, Newcomer ELD	*StudySync (9)*	McGraw Hill	2017
Acc English, Adv Eng 2, AgSci Adv Eng 2, Beg ELD, ELD 10, English 2, Eng 2 Academy, English 1 MHSA, Eng 2 PreAP, Eng 2 Acd PreAP, Eng 2 PreAP MHSA, Modified Eng, Newcomer ELD	*StudySync (10)*	McGraw Hill	2017
Acc English, AgSci Eng 3, AP English Lit, Beg ELD, ELD 11, English 3, English 3 Acad, English IB HL1, Modified Eng, Newcomer ELD	*StudySync (11)*	McGraw Hill	2017
AP English Lang	*The Language of Composition*	Bedford/St. Martins (VHPS)	2008
Acc English, AgSci Eng 4, AP English Lit, Beg ELD, ELD 12, English 4, English 4 Acad, English 4 MHSA, English IB HL2, Modified Eng, Newcomer ELD	*StudySync (12)*	McGraw Hill	2017

- MATHEMATICS (High School), adopted 2015, 2017, and 2021:

Grade Level/Course	Adopted Materials	Publisher	Copyright
Acc Math, Algebra Read, Mod Math	*Bridge to Algebra*	Carnegie Learning	2011
Acc Algebra, Acc Bas Alg, Algebra 1,Algebra 1A, Algebra 1B, Algebra 1 MHSA, Algebra 1 w/Sup, Mod Algebra	*HMH Algebra 1 Volume 1 & 2*	Houghton Mifflin Harcourt	2015
Geometry, Geometry ELL, Geometry MHSA, Geometry PreAP	*HMH Geometry Volume 1 & 2*	Houghton Mifflin Harcourt	2015
Adv Algebra 2, Algebra 2, Alg 2 PreAP	*HMH Algebra 2 Volume 1 & 2*	Houghton Mifflin Harcourt	2015
AP Statistics	*The Practice of Statistics, 5e*	W. H. Freeman	2018
Calculus AP (AB), Calculus AP (BC)	*Calculus, 11e*	Cengage Learning	2016
AP Comp Sci A	*Objects First with Java; a Practical Introduction Using BlueJ*	Pearson Education	2012
Adv Math, PreCal, Pre-Calculus	*PreCalculus w/Limits; A Graphing Approach 7e*	Cengage	2016
IB Math	*Mathematics: Applications and Interpretation, Standard Level 1e*	Oxford University Press	2019

- SCIENCE (High School), adopted 2007, 2022 and 2024:

Grade Level/Course	Adopted Materials	Publisher	Copyright
AP Biology	*Biology for the AP Course*	Bedford St Martins	2022
Biology IB HL1, Biology IB HL2	*Biology Course Companion*	Oxford University Press	2023
ENH Biology, ENH Biology Acad	*Inquiry Into Life* *Biozone* (digital website)	McGraw Hill	2022
Biology, Biology Ag, Biology ELL, Biology MM, Mod Biology	*CA Inspire Science*	McGraw Hill	2020
AP Chemistry	*Chemistry: The Central Science,* 14th ed	Prentice Hall	2018
Chemistry IB SL	*Standard Level Chemistry for the IB Diploma Programme, 3rd ed*	Pearson Education Limited	2023
Chemistry, Chemistry Acad, Chemistry Ag, Chemistry ELL, Chemistry MM	*STEMscopes*	Accelerate Learning	2022
Physics, Physics Acad, Physics Ag, Physics MM, ENH Physics	*Physics of the Universe*	Discovery Education	2022
Ag Earth Science, Astronomy, Earth Sci, Earth Sci ELL, Mod Earth Sci	*Earth Science*	Holt	2006
AP Environmental Science	*Environmental Science for AP*	Friedland and Relyea	2023
Human Physiology Human Physiology ELL	*Essentials of Human Anatomy and Physiology,* 13th edition	Prentice Hall	2022
ENH Chem, ENH Chem Acad	*Chemistry in the Earth System* *Pivot Interactives (website)*	Houghton Mifflin Harcourt	2020
AP Physics 1	*Cutnell Physics, AP Edition*	Wiley Houghton Mifflin	2018
AP Physics C	*Fundamentals of Physics,* 8th ed	People's Publishing/Wiley	2007
Physics IB SL	*Standard Level Physics for the IB Diploma Programme, 3rd ed*	Pearson Education Limited	2023
Lab Research BioTech 1-3, BioTechnology 1-3	*Biotechnology: Science for the New Millennium,* 1st ed	EMC Paradigm Publishing	2007
Environmental Systems and Societies IB	*Environmental Systems and Societies for the IB Diploma, 2nd ed*	Cambridge University Press	2016

- HISTORY / SOCIAL SCIENCE (High School), adopted 2006, 2015, 2019, 2022:

Course / Grade Level	Adopted Materials	Publisher	Copyright
Grade 12			
AgSci Govt/Econ, Amer Govt/Econ, Govt/Econ ELL, Mod Econ/Govt	*Magruder's American Government*	Pearson	2019
AgSci Govt/Econ, Amer Govt/Econ, Econ/Amer Govt, Govt/Econ ELL, Mod Econ/Govt	*Economics Principles in Action*	Pearson	2019
IB H History of the Americas 2	*Making America* *History of the Americas, 1880-1981* *The Mexican Revolution 1884-1940* *The Move to Global War*	Cengage Oxford University Press Hodder Oxford University Press	2019 2015 2014 2015
AP US Gov & Politics	*American Government: Stories of a Nation*	Bedford, Freeman, and Worth	2021
Grade 11			
AgSci US Hist, Modif US Hist, US History, US History ELL	*U.S. History 1877 to the Present: America Through the Lens*	National Geographic Learning/Cengage	2019
AP US History	*American History: Connecting with the Past*, 15th ed.	McGraw Hill	2015
IB H History of the Americas 1	*A People and a Nation* *Latin America: An Interpretive History* *Major Problems in American History*	Cengage Pearson Cengage	2019 2017 2017
Grade 10			
World History, Special Education World History Pre IB AgSci SS 2 (THS only), World History Pre-AP	*Modern World History*	Houghton Mifflin Harcourt	2019
Pre IB History of the Humanities/ Advanced World History (THS only)	*Modern World GCSE*	Social Studies School Service	2002
	World History, Volume II-Since 1500	Thomson/Wadsworth	2007
AP World History	*Ways of the World Since 1200* *Thinking Through Sources for Ways of the World*	Bedford/St Martins	2020 2020

- WORLD LANGUAGES, adopted 2012, 2023:

Course / Grade Level	Adopted Materials	Publisher	Copyright
Spanish 1	*Senderos*, Lv 1	Vista Higher Learning	2023
Spanish 2	*Senderos*, Lv 2	Vista Higher Learning	2023
Spanish 3 PreAP, Spanish IB HL1	*Senderos*, Lv 3	Vista Higher Learning	2023
AP Spanish Language and Culture	*TEMAS*	Vista Higher Learning	2020
Spanish IB HL2, Spanish 5	*Senderos*, Lv 4	Vista Higher Learning	2023
AP Spanish Literature	*Reflexiones; Introduccion a la literatura hispanica*	Pearson	2013
Spanish/Spanish Spkrs 1	*Galeria* Lv 1	Vista Higher Learning	2023
Spanish/Spanish Spkrs 2	*Galeria* Lv 2	Vista Higher Learning	2023
French 1	*Chemins* Lv 1	Vista Higher Learning	2023
French 2	*Chemins* Lv 2	Vista Higher Learning	2023
French 3 PreAP, French IB HL1	*Chemins* Lv 3	Vista Higher Learning	2023
French IB HL2	*Le monde en francais*	Advance Materials	2011
AP French Lang	*Chemins* Lv 4	Vista Higher Learning	2023

- ENGLISH LANGUAGE DEVELOPMENT MATERIALS, adopted 2007:

Grade Level	Adopted Materials	Publisher	Copyright
6-8	*StudySync*	McGraw Hill	2017
9-12 Beginning ELD Intermediate ELD Early Advanced ELD Advanced ELD English I, II, III, IV	*StudySync*	McGraw Hill	2017

Whereas, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2026-2027 school year, the Tracy Unified School District has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

APPROVED AND ADOPTED, this 8th day of September, 2026 by the following vote:

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

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District

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: **Adopt New Board Policy and Administrative Regulation 5141.75 Extreme Weather (First Reading)**

BACKGROUND: The California Legislature enacted Senate Bill 1248, codified in Education Code section 33355, requiring all local educational agencies to develop, adopt, and implement weather protocols for extreme weather conditions by July 1, 2026. The law requires school districts to establish procedures that incorporate the California Department of Education's standardized guidelines for modifying or suspending outdoor physical activities during periods of extreme weather. These protocols must include criteria for determining extreme weather conditions, procedures for monitoring weather forecasts, communication plans for staff and families, indoor alternatives for outdoor activities, staff training, coordination with local agencies, and an annual review of the district's protocols.

RATIONALE: In recent years, California has experienced an increase in extreme heat events, wildfire smoke, and other severe weather conditions that can pose significant health and safety risks to students and staff. By adopting AR 5141.75, the Board demonstrates its commitment to providing safe learning environments, reducing the risk of weather-related illnesses and injuries, supporting informed decision-making by site administrators, and ensuring consistent implementation of safety practices across all district schools and programs.
Approval of AR 5141.75 aligns the District with current state law, reflects guidance issued by the California Department of Education, and establishes a proactive framework for responding to changing weather conditions while minimizing disruptions to student learning and school operations.

FUNDING: N/A.

RECOMMENDATION: Adopt New Board Policy and Administrative Regulation AR 5141.75 Extreme Weather (First Reading).

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

EXTREME WEATHER CONDITIONS AND OUTDOOR ACTIVITY SAFETY

Purpose

The Tracy Unified School District is committed to providing a safe learning environment for all students and staff. In accordance with California Education Code 33355, the District shall develop, implement, and maintain protocols for responding to extreme weather conditions that may impact student health, safety, and participation in outdoor activities.

These protocols apply to all schools, programs, athletic activities, physical education classes, recess periods, extracurricular activities, field trips, and other outdoor school-sponsored events.

Definitions of Extreme Weather Conditions

For purposes of this regulation, extreme weather conditions include environmental conditions that may pose a health or safety risk to students and staff, including but not limited to:

- Excessive heat
- Poor air quality
- Wildfire smoke
- Extreme cold
- High winds
- Lightning or severe storms
- Flooding or excessive precipitation
- Any weather-related emergency identified by local, county, state, or federal authorities

Excessive Heat

Extreme heat conditions shall generally be considered when:

- The National Weather Service issues a Heat Advisory, Excessive Heat Warning, or similar alert.
- The Heat Index or temperature reaches levels that may create health risks for students.
- Local conditions create elevated risk due to prolonged sun exposure or lack of adequate cooling resources.

Air Quality

Poor air quality conditions shall be evaluated using the Air Quality Index (AQI).

AQI	Condition	Outdoor Activity Guidance
0-100	Good to Moderate	Normal outdoor activities
101-150	Unhealthy for Sensitive Groups	Modify strenuous activities for sensitive students
151-200	Unhealthy	Reduce strenuous outdoor activities
201-300	Very Unhealthy	Suspend outdoor physical activities
Above 300	Hazardous	All outdoor activities canceled

District administrators may impose additional restrictions based on local conditions, wildfire smoke, visibility concerns, or recommendations from public health agencies.

EXTREME WEATHER CONDITIONS AND OUTDOOR ACTIVITY SAFETY

Weather and Air Quality Monitoring Procedures

The Superintendent or designee shall ensure that weather conditions are monitored daily when outdoor activities are scheduled.

Monitoring sources may include:
- National Weather Service (NWS)
- San Joaquin Valley Air Pollution Control District
- AirNow.gov
- California Office of Emergency Services
- San Joaquin County Public Health Services
- Local emergency management agencies

Site administrators shall monitor conditions before school, during school hours, and prior to athletic events or outdoor activities.

Decision-Making Responsibilities

Superintendent or Designee

The Superintendent or designee shall:
- Establish districtwide procedures.
- Coordinate with local agencies.
- Issue districtwide guidance during significant weather events.

Site Principal

The principal or designee shall:
- Monitor local conditions.
- Implement activity modifications or cancellations.
- Ensure communication with staff and families.
- Verify mitigation measures are available.

Coaches and Activity Supervisors

Coaches, physical education teachers, and activity supervisors shall:
- Follow District weather protocols.
- Monitor students for signs of distress.
- Modify or suspend activities when directed.

Criteria for Modifying or Canceling Outdoor Activities

Outdoor activities may be modified, relocated, postponed, or canceled when conditions create a health or safety risk.
Possible modifications include:
- Limiting activity duration

- Increasing hydration breaks
- Reducing physical exertion
- Utilizing shaded areas
- Adjusting schedules to cooler times of day
- Moving activities indoors

Outdoor activities shall be suspended immediately if:

- Lightning is detected within the area.
- Air quality reaches hazardous levels.
- Excessive heat poses imminent health risks.
- Emergency officials issue evacuation or shelter-in-place directives.
- Conditions otherwise present a significant danger to students or staff.

Indoor Alternative Activity Plans

Each school site shall identify suitable indoor locations and activities that may be used during extreme weather conditions.

Alternative locations may include:

- Gymnasiums
- Multipurpose rooms
- Libraries
- Classrooms
- Covered facilities with adequate ventilation

Alternative activities should support instructional goals while minimizing health risks.

Communication Protocols

The District shall communicate weather-related activity changes in a timely manner. Communication methods may include:

- ParentSquare
- District website
- Email notifications
- Phone notifications
- Social media platforms
- Staff communications

Notifications shall include:

- Description of weather conditions
- Activities affected
- Alternative arrangements
- Safety precautions being implemented

TUSD Acknowledged:

EXTREME WEATHER CONDITIONS AND OUTDOOR ACTIVITY SAFETY

Mitigation Measures and Site Preparedness

Schools shall maintain reasonable mitigation measures, including:

- Access to drinking water
- Hydration stations
- Shaded areas
- Cooling areas during excessive heat
- Indoor facilities for relocation of activities
- Emergency response supplies

The District shall strive to provide equitable access to mitigation resources across all school sites. Site administrators shall periodically assess facilities and resources to ensure readiness during extreme weather events.

Staff Training Requirements

Annual training shall be provided to applicable staff regarding:

- District weather protocols
- Heat-related illnesses
- Air quality impacts
- Recognition of weather-related distress
- Emergency response procedures
- Student supervision during modified activities

Training shall be provided to:

- Administrators
- Teachers
- Coaches
- Classified staff supervising students
- Other designated personnel

Signs of Weather-Related Distress

Staff shall be trained to recognize symptoms including:

Heat-Related Illness

- Excessive sweating
- Dizziness
- Headache
- Nausea
- Confusion
- Fainting

Air Quality Distress

- Difficulty breathing
- Persistent coughing

TUSD Acknowledged:

- Chest discomfort
- Asthma symptoms

Any student exhibiting symptoms shall receive immediate assistance and medical attention as appropriate.

Coordination with Local Agencies

The District shall maintain communication with:

- National Weather Service
- San Joaquin County Public Health Services
- San Joaquin Valley Air Pollution Control District
- Local fire departments
- Emergency management agencies
- Law enforcement agencies

Such coordination shall support timely access to weather information, emergency notifications, and recommended safety measures.

Annual Review and Updates

The Superintendent or designee shall annually review these protocols and recommend revisions as necessary.

The review shall consider:

- Changes in state law or guidance
- Weather trends and local conditions
- Incident reports and response outcomes
- Stakeholder feedback
- Advances in health and safety practices

Updated protocols shall be communicated to staff and incorporated into District emergency preparedness planning.

Legal Reference
Education Code 33355

EXTREME WEATHER CONDITIONS AND OUTDOOR ACTIVITIES

Purpose

The Board of Education recognizes its responsibility to provide a safe and healthy educational environment for all students and employees. Extreme weather conditions, including excessive heat, poor air quality, wildfire smoke, severe storms, flooding, and other hazardous weather events, may create health and safety risks for students participating in outdoor activities.

The Board directs the Superintendent or designee to develop, implement, and maintain weather protocols that protect students and staff during extreme weather conditions and comply with applicable state laws and guidance.

Weather Protocols

The Superintendent or designee shall establish procedures for monitoring weather conditions and determining when outdoor activities should be modified, relocated, postponed, or canceled due to health or safety concerns.

District weather protocols shall include:

1. Clear criteria for determining when weather conditions constitute extreme weather conditions and warrant modification or cessation of outdoor activities.
2. Procedures for monitoring weather forecasts, air quality conditions, weather alerts, and emergency notifications.
3. Protocols for communicating weather-related decisions to students, staff, parents/guardians, and the community.
4. Identification of appropriate indoor or alternative activities that may be conducted safely during extreme weather conditions.
5. Training for employees regarding weather-related health risks, recognition of signs of distress, and appropriate response procedures.
6. Coordination with local, county, state, and federal agencies to obtain timely weather information and guidance.

Air Quality and Environmental Conditions

The Board recognizes that poor air quality and wildfire smoke may pose significant health risks to students and staff. District protocols shall include procedures for monitoring air quality conditions and modifying outdoor activities when conditions may adversely affect health.

The Superintendent or designee shall establish guidelines for reducing, relocating, or canceling outdoor activities based on air quality conditions and other environmental hazards.

Student Safety Measures

The Superintendent or designee shall ensure that reasonable mitigation measures are available to reduce the impact of extreme weather conditions, including access to drinking water, shaded areas, indoor cooling or shelter locations, and other appropriate resources.

TUSD Adopted:

EXTREME WEATHER CONDITIONS AND OUTDOOR ACTIVITIES

Schools shall make reasonable efforts to provide equitable access to safety measures and protective resources across all District sites.

School Activities

This policy shall apply to all school-sponsored outdoor activities, including but not limited to:

- Physical education classes
- Recess and lunch periods
- Athletic practices and competitions
- Extracurricular activities
- Outdoor assemblies
- Field trips
- Other outdoor student activities

Emergency Authority

The Superintendent, principal, or designee may immediately suspend, relocate, postpone, or cancel outdoor activities whenever weather conditions present a threat to the health, safety, or welfare of students or staff.

Annual Review

The Board directs the Superintendent or designee to review District weather protocols annually and update them as necessary to reflect changes in law, safety practices, weather conditions, public health guidance, and stakeholder feedback.

Legal Reference

Education Code 33355, 35179.8, 35183.5
SB 1248

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 (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 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 (Second 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

TUSD Adopted: 12.10.96
TUSD Revised:

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 27, 2026
SUBJECT: **Adopt Revisions to Board Policy and Administrative Regulation 4030 Nondiscrimination in Employment (Second 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 (Second 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~~

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)

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)

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**

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, Assoc. Supt. Of Human Resources
DATE: August 25, 2026
RE: **Acknowledge New Administrative Regulation 4112.23 and Abolish Board Policy 4112.23 Special Education Staff (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 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 (Second 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)

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)

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
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

TUSD Acknowledged:

SPECIAL EDUCATION STAFF

State	Description
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
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 28, 2026
SUBJECT: **Adopt New Board Policy 4033 Lactation Accommodation (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 New Board Policy 4033 Lactation Accommodation (First Reading).

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

LACTATION ACCOMMODATION

The Governing Board recognizes the immediate and long-term health benefits of breast milk and desires to provide a supportive environment for any district employee to express breast milk for an infant child upon returning to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any district employee for seeking an accommodation to express breast milk for an infant child while at work.

An employee shall notify the employee's supervisor or other appropriate district administrator in advance of the intent to request an accommodation. The supervisor or appropriate district administrator shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor or appropriate district administrator shall address scheduling in order to ensure that the employee's essential job duties are covered during the break time.

Lactation accommodations shall be granted unless there exist limited circumstances, as specified in law. (Labor Code 1031, 1032; 29 USC 218d, 42 USC 2000gg-1)

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

The district shall include this policy in its employee handbook or in any set of policies that the district makes available to employees. In addition, the Superintendent or designee shall distribute this policy to new employees upon hire and when an employee makes an inquiry about or requests parental leave. (Labor Code 1034)

Break Time and Location Requirements

For at least a year after the birth of a child, the district shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030; 42 USC 2000gg-1)

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 218d)

The employee shall be provided a lactation space which may be used by the employee for expressing breast milk as needed. The lactation space shall be a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area and shall meet the following requirements: (Labor Code 1031; 29 USC 218d)

1. Is shielded from view and free from intrusion while the employee is expressing breast milk

LACTATION ACCOMMODATION

2. Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382
3. Contains a place to sit and a surface to place a breast pump and personal items
4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump
5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing breast milk in close proximity to the employee's workspace

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

Dispute Resolution

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)

Additionally, an employee may file a complaint with the Wage and Hour Division of the U.S Department of Labor for an alleged violation of the Providing Urgent Maternal Protections for Nursing Mothers Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2).

State	**Description**
2 CCR 11035-11051	Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions
Civ. Code 43.3	Right of mothers to breastfeed in any public or private location
Ed. Code 200-280	Prohibition of discrimination
Gov. Code 12925-12954	Unlawful discriminatory employment practices
Gov. Code 12945	Unlawful discrimination based on pregnancy, childbirth, or related medical conditions
Lab. Code 1030-1034	Lactation Accommodation
Lab. Code 6382	Procedure for listing hazardous substances
Federal	**Description**
29 CFR 1636	Implementation of the Pregnant Workers Fairness Act
29 USC 218c	Fair Labor Standards Act; protections for employees
29 USC 218d	Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act
42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act
U.S. DoL, Wage and Hour Div., Publication	Education FAQs: Pump at Work Frequently Asked Questions

TUSD Adopted:

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 28, 2026
SUBJECT: **Approve Revised Job Description for ELOP Site Lead**

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 increase the applicant pool as a degree is preferred, but not required, for the position.

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: Grant funded.

RECOMMENDATION: Approve Revised Job Description for ELOP Site Lead.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Expanded Learning (ELOP) Site Lead

DEPARTMENT: Expanded Learning and School Readiness/ Educational Services

POSITION SUMMARY:

Under the direction of the Director of ELOP and School Readiness and/or his/her designee, Expanded Learning Coordinator and School Site Administrator. The Expanded Learning Site Lead will plan, organize, and lead the implementation of the Expanded Learning Opportunities Program (ELOP) at an assigned school site. Coordinate daily program operations, enrollment, and attendance; supervise site staff; and collaborate with school site administrators to ensure high-quality, safe, and compliant expanded learning services that support students' academic, social-emotional, and enrichment needs.

ESSENTIAL FUNCTIONS:

1. Plan, organize, and oversee daily operations of the ELOP program at the assigned school site
2. Facilitate implementation of high-quality expanded learning programming aligned with District goals, site priorities, and ELOP requirements
3. Collaborate with the school site administrator and Expanded Learning Coordinator to plan, implement, and evaluate program services
4. Oversee student enrollment, registration, attendance tracking, and documentation in compliance with ELOP funding and reporting requirements
5. Monitor daily attendance and participation to ensure compliance with state requirements and program expectations
6. Supervise, assign, and provide lead work direction to expanded learning instructional assistants, paraprofessionals, and/or contracted staff
7. Assist with recruitment, onboarding, scheduling, and training of expanded learning staff at the site level
8. Support staff in delivering engaging academic support, enrichment, physical activity, and social-emotional learning opportunities
9. Serve as the primary site-level contact for families regarding ELOP services, enrollment, and participation
10. Support family outreach and communication to promote consistent attendance and equitable access to ELOP services
11. Coordinate with teachers and school site staff to support alignment between the instructional day and expanded learning activities

12. Monitor program quality through observations, staff feedback, and site-level data review
13. Ensure compliance with District policies, ELOP guidelines, safety procedures, and emergency protocols
14. Coordinate site operations related to facilities use, supplies, nutrition services, and custodial support for expanded learning programs
15. Maintain accurate records, rosters, sign-in/sign-out documentation, and other required program documentation
16. Assist with data collection, audits, and reporting related to ELOP compliance and accountability
17. Attend meetings, trainings, and professional development related to expanded learning and ELOP requirements
18. Perform other related duties as assigned

EDUCATION AND EXPERIENCE:

Experience providing lead work direction or supervision preferred. Ability to carry out oral and written directions, read, write, and speak at a level sufficient to fulfill the duties to be performed. Bachelor's Degree ~~required~~ **preferred**. Bilingual (Spanish) preferred. Valid California Driver's License.

SKILLS AND QUALIFICATIONS:

1. Knowledge of Expanded Learning Opportunities Program (ELOP) requirements and attendance expectations
2. Knowledge of child development and effective practices for supporting elementary and/or secondary students
3. Ability to plan, organize, and oversee site-level program operations
4. Ability to supervise, support, and communicate effectively with staff, students, and families
5. Ability to collaborate effectively with school administrators and District personnel
6. Ability to maintain accurate records and prepare required reports
7. Strong organizational, interpersonal, and problem-solving skills

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. Drive an automobile.
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.
10. Reach overhead, grasp, and push/pull up to 50 pounds for short distances.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors and outdoors in a standard office environment and come in direct contact with staff, students, and the public. In addition, the Expanded Learning Site Lead must perform duties and responsibilities that occur outside the District.

SALARY: Leadership/Management Salary Schedule Range 19

DAYS OF SERVICE: 225

ADOPTED: TUSD 03/24/2026

Revised:

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 31, 2026
SUBJECT: **Acknowledge Receipt of Tracy Educators Association (TEA) Sunshine Proposal for the 2026-2027 School Year**

BACKGROUND: For the 2026-2027 successor agreement contract negotiations, TEA is requesting to meet and negotiate all articles and appendices of the Master Agreement.

FUNDING: N/A.

RECOMMENDATION: Acknowledge Receipt of Tracy Educators Association (TEA) Sunshine Proposal for the 2026-2027 School Year.

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

Tracy Educators Association

Successor Negotiations for 2026 - 2029

The Tracy Educators Association (TEA) looks forward to entering successor contract negotiations with the Tracy Unified School District (TUSD).

Bargaining is an opportunity for both TEA and TUSD to strengthen student success by addressing several core challenges facing educators:

1. Rising healthcare costs and their impact on retaining current teachers and attracting new candidates
2. Inflation reducing educators' effective take-home pay
3. Improving supports for students with IEPs and the educators who serve them
4. Ensuring that all students and staff learn and work in violence-free schools

To address these priorities collaboratively, TEA proposes opening all articles and appendices in the Master Agreement. This approach gives both parties the flexibility to resolve the challenges above while maintaining a clear focus on what matters most to Tracy's teachers. We anticipate that many articles will ultimately remain unchanged.

We look forward to hearing TUSD's interests in negotiations and partnering with you on solutions.

Sincerely,

John Moss
Stein High School Teacher & Coach
TEA Negotiations Chair