NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
OCTOBER 27, 2026

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

TUSD board meetings are held in person.

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

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

AGENDA

Pg. No.

1. Call to Order

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

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

3.1 Administrative & Business Services: N/A

3.2 Educational Services:

3.2.1 Finding of Facts: 26/27#06
Education Code §48912

3.2.2 Reinstatements: AR26-27/#05, AR26-27/#06, AR26-27/#07, AR26-27/#08
Education Code §48912

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

3.2.3 Confidential Student Matter: Early Graduation TISCS#10331799, TISCS#10333188, TISCS#10363482, TISCS#10365450

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

3.2.4 Confidential Student Matter: PE Exemption KHS#10366385

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

3.2.5 Approve Funding for Confidential Settlement Agreement

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

3.3 Human Resources:

3.3.1 Ratify Settlement Agreement with Classified Employee

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

3.3.2 Consider Retroactive Unpaid Leave of Absence for Classified Employee #UCL–596, Pursuant to Article XXIII
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.3 Consider Retroactive Unpaid Leave of Absence for Classified Employee #UCL–597, Pursuant to Article XXIII
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.4 Consider Non-Paid Leave of Absence for Classified Employee #UCL-598, Pursuant to Article XXIII
Action: Motion__; Second__. Vote: Yes___; No___; Absent___; Abstain ___
3.3.5 Consider Release of Coach Employee #UCL-595
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.6 Consider Paid Leave of Absence for Classified Employee #UCL–600, Pursuant to Article XXIII
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.7 Approve Settlement Agreement with CSEA
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.8 Approve Settlement Agreement with Classified Employee
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.9 Release Probationary Classified Employee #UCL-601 School Supervision Assistant
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.10 Consider Public Employee/Employment/Discipline/Dismissal/Release Government Code §54957
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.11 Conference with Labor Negotiators
Government Code §54957.6
Agency Negotiator: Tammy Jalique, Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action Taken on Finding of Facts: 26/27#06
3.2.1
Action: Motion ____ Second ___. **Vote:** Yes___; No___; Absent___; Abstain ___
6b Report Out of Action Taken on Reinstatements: AR26-27/#05, AR26-27/#06,
3.2.2 AR26-27/#07, AR26-27/#08
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6c Report Out of Action Taken on Early Graduation: TISCS#10331799, TISCS#
3.2.3 10333188, TISCS#10363482, TISCS#10365450
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6d Report Out of Action Taken on PE Exemption: KHS#10366385
3.2.4
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6e 3.2.5 Approve Funding for Confidential Settlement Agreement
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6f 3.3.1 Report Out of Action Taken on Ratify Settlement Agreement with Classified Employee
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6g 3.3.2 Report Out of Action Taken on Consider Retroactive Unpaid Leave of Absence for Classified Employee #UCL–596, Pursuant to Article XXIII
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6h 3.3.3 Report Out of Action Taken on Consider Retroactive Unpaid Leave of Absence for Classified Employee #UCL–597, Pursuant to Article XXIII
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6i 3.3.4 Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-598, Pursuant to Article XXIII
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6j 3.3.5 Report Out of Action Taken on Consider Release of Coach Employee #UCL-595
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6k 3.3.6 Report Out of Action Taken on Consider Paid Leave of Absence for Classified Employee #UCL–600, Pursuant to Article XXIII
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6l 3.3.7 Report Out of Action Taken on Approve Settlement Agreement with CSEA
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6m 3.3.8 Report Out of Action Taken on Approve Settlement Agreement with Classified Employee
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6n 3.3.9 Report Out of Action Taken on Release Probationary Classified Employee #UCL-601 School Supervision Assistant
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

7. **Approve Regular Minutes of September 22, 2026** **1-7**
Action: Motion__ ; Second __. **Vote:** Yes __; No __; Absent ___; Abstain ___

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

9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
9.1 Recognize the Outstanding Employees of the Fall Term for the 2026-27 School Year **8**
9.2 Central Elementary School, Principal Report

10. **Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.
10.1 Administrative & Business Services: N/A

10.2 Educational Services:
10.2.1 Science Camp
10.2.2 Reading Support and Intervention

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

12. PUBLIC HEARING: N/A

13. Consent Items: Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.
Board approval of any agenda item requiring insurance or fingerprint clearance is conditioned upon acceptance of appropriate documentation received by TUSD.

13.1 Administrative & Business Services:

13.1.1	Approve Out-of-State Travel for the Director and Coordinator of Food Services to Attend the American Commodities Distribution Association 2027 Annual Conference in Philadelphia, PA on April 25-28, 2027	**9**
13.1.2	Approve Entertainment, Assembly, Service, Business and Food Vendors	**10**
13.1.3	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2026/27 School Year	**11-12**
13.1.4	Accept the Generous Donations from Various Individuals, Businesses, and School Site Parent-Teacher Associations Listed Herein with Appreciation from the Staff and Students of the Tracy Unified School District	**13-14**
13.1.5	Ratify Routine Agreements, Expenditures, and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	**15-16**
13.1.6	Approve Accounts Payable Warrants (September 2026) (Separate Cover)	**17**
13.1.7	Approve Payroll Reports (September 2026)	**18-23**
13.1.8	Approve Revolving Cash Fund Reports (September 2026)	**24-25**

13.2 Educational Services:

13.2.1	Approve Funding Increase for Out-of-State Field Trip with EF Explore America Tours "Broadway and the Arts" for TUSD High School Students	**26-27**
13.2.2	Approve Out-of-State Field Trip with EF Explore America Tours "Broadway and the Arts" for Tracy Charter High School Students	**28-36**
13.2.3	Approve Agreement for Contract Services between JD Awakens LLC and George and Evelyn Stein High School for the 2026-2027 School Year	**37-41**

13.2.4	Ratify Purchase of Lighting from Musson Theatrical Inc. for the Drama Department at Kimball High School Using Prop 28 Funds	**42-43**
13.2.5	Ratify Agreement for Contract Services with Speech Pathology Assessment and Intervention Services for the 2026-2027 School Year (Separate Cover)	**44**
13.2.6	Approve Overnight Travel for Tracy Charter School Sixth Grade Students and Supervisors to Attend Science Camp at Sky Mountain Educational Center on May 10-12, 2027	**45-54**
13.2.7	Approve Agreement for Contract Services Between Operation Scholars and Villalovoz School for the 2026 – 2027 School Year	**55-58**
13.2.8	Approve Purchase of Baby Grand Piano from Music Exchange Company for the Music Department at Merrill F. West High School Using Prop 28 Funds	**59-60**
13.2.9	Ratify Agreement for Special Contract Services between Quest Science Center and North School for the 2026-2027 School Year	**61-64**
13.2.10	Approve Purchase of Drum Line Equipment to Support the Music Program at Tracy High School Using Proposition 28 funds (2024-2025 SY)	**65-67**
13.2.11	Approve Agreement for Special Contract Services with Educational Plan Support Services, LLC, for Consulting and Support Services on the District LCAP	**68-73**
13.2.12	Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2026-2027 School Year (Separate Cover)	**74-75**
13.2.13	Approve Agreement for Contract Services with San Joaquin County Office of Education for the Artist in Schools Program at Art Freiler School for the 2026-27 School Year	**76-78**
13.2.14	Approve Agreement for Contract Services between Generation Genius, And George Kelly Elementary School to Provide the Generation Genius Learning Site license in Math, Science and ELA for the 2026-2027 School Year	**79-82**
13.2.15	Approve Purchase of New LED Scorer's Table for Kimball High School Athletic Complex Main Gym	**83-85**
13.2.16	Approve Agreement for Special Contract Services with San Joaquin County Office of Education to Provide LETRS Early Literacy Training for 39 TUSD Educators	**86-89**
13.2.17	Ratify Agreement with Lauren Koury to Provide Water Safety Training for Physical Education Teachers	**90-93**
13.2.18	Approve Agreement between Valley Community Counseling and Tracy Unified School District for Services at Various Schools during the 2026-2027 School Year	**94-98**
13.2.19	Approve Agreement Between Community Medical Centers (CMC) and Stein High School and Duncan Russell Community Day School for School Based Mental Health Services during the 2026-2027 School Year	**99-106**
13.2.20	Approve Agreement for Special Contract Services with JPN Tutoring for the 2026-2027 School Year	**107-110**
13.2.21	Approve Agreement Between Tracy Unified School District and the San Joaquin County Office of Education (SJCOE) for Reimbursement of Student Placement at Midwest Center for Youth and Families	**111-114**

13.2.22	Approve Agreement for Contract Services Between Operation Scholars and George Kelly School for the 2026 – 2027 School Year	**115-118**
13.2.23	Ratify Subscription Renewal with DocuSign, Inc. for the 2026-2027 School Year	**119-128**

13.3 Human Resources:

13.3.1	Approve Resignations/Retirements/Leave of Absences for Classified, certificated, and/or Management Employment	**129-133**
13.3.2	Approve Classified, Certificated, and/or Management Employment	**134-141**
13.3.3	Ratify Agreement for Special Contract Services with International Services Corporation	**142-145**
13.3.4	Approve Student Teaching Agreement with Dominican University	**146-157**

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 Purchase of Food Delivery Vehicles for the Food Services Department	**158**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.1.2	Adopt Resolution 26-07 Authorizing Issuance of General Obligation Bonds, 2024 Election, Series B in the Principal Amount of Not to Exceed $70,000,000 (Separate Cover)	**159-160**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.1.3	Approve F&H Construction Contract for the Two-Story Science Wing Addition at Kimball High School	**161-175**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

14.2 Educational Services:

14.2.1	Approve Increase in Funding for the Boys and Girls Club of Tracy to Provide Expanded Learning Opportunities to TUSD Students Under the Expanded Learning Opportunity Program Plan (ELO/ELO-P)	**176-193**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

14.3 Human Resources:

14.3.1	Adopt Revised Board Policy and Acknowledge Revised Administrative Regulation 4200 Classified Personnel (Second Reading)	**194-198**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.2	Approve a Declaration for Provisional Internship Permits	**199-200**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.3	Adopt Revised Board Policy 4040 Employee Use of Technology (First Reading)	**201-207**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.4	Approve Tentative Agreements with the California School Employees Association (CSEA)	**208-212**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

14.3.5	Adopt Revisions to Board Policy 4111, 4211, 4311 Recruitment and Selection (First Reading)	**213-218**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.6	Approve Job Description for Athletic Director-Administrator	**219-222**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.7	Approve Job Description for Director I, Business Support, Risk Management, and Purchasing	**223-226**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.8	Adopt Revisions to Board Policy 4100 Certificated Personnel (First Reading)	**227-229**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.9	Acknowledge Revisions to Administrative Regulation 4112 and 4212 Appointment and Conditions of Employment (First Reading)	**230-238**
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** November 10, 2026
    - **17.2** December 15, 2026
    - **17.3** January 12, 2027
    - **17.4** January 26, 2027

18. **Upcoming Events:**

18.1	November 11, 2026	No School, Veteran's Day Holiday
18.2	November 23 - 27, 2026	No School, Thanksgiving Break
18.3	December 21 – January 1, 2027	No School, Winter Break
18.4	January 4, 2027	No School, Non-Instructional Day

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, September 22, 2026

5:30 PM: **1-3.** President Silcox called the meeting to order and adjourned to closed session.

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

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

Closed Session:

6a	Action Taken on Finding of Facts: 26/27#04, 26/27#05
3.2.1	
Action:	Fagin, Cheeseman. **Vote:** Yes-7; No-0; Absent-0.
6b	Report Out of Action Taken on Reinstatements: AR26/27/#04
3.2.2	
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6c	Report Out of Action Taken on Student Grade Appeal WHS #10342067
3.2.3	
Action:	Denied. **Vote:** Yes-7; No-0; Absent-0.
6d	Report Out of Action Taken on Early Graduation: KHS#10359112, THS#
3.2.4	10366800
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6e	Report Out of Action Taken on Consider Leave of Absence for Classified
3.3.1	Employee #UCL–591, Pursuant to Article XXIII
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6f	Report Out of Action Taken on Consider Retroactive Unpaid Leave of
3.3.2	Absence for Classified Employee #UCL–592, Pursuant to Article XXIII
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6g	Report Out of Action Taken on Consider Leave of Absence Requests for
3.3.3	Certificated Employees: #UC-1472 Modified and #UC-1476 Modified, Pursuant to Article XX
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6h	Release Probationary Classified Employee #UCL-593 Library
3.3.4	Technician K-8
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6i	Release Probationary Classified Employee #UCL-594 School
3.3.5	Supervision Assistant
Action:	Agenda item pulled, no vote taken.

Minutes: **7. Approve Regular Minutes of September 8, 2026.**
Action: Cheeseman, Secker. **Vote:** Yes-7; No-0; Absent-0.

Audience: Michael Stagnaro, Susan Hawkins, Susan Deol, Alejandra Medina, Dean Reese, Jason Noll, Rocio Garcia, Bobbie Etcheverry, Bob Brownne, Jason Cheeseman, Kaleigh Felisberto, April Jacobs, Renee Etcheverry

Student Rep Reports:

8.1 Tracy High: Noor Tatari was unable to attend.

West High: Alexandra Larson, Josh Addo, and Hunter Brandon shared details of current WHS events. The campus just held the second annual Special Olympics. Students participated from around the County; it went very well and everyone enjoyed it. The JROTC 911 Remembrance Ceremony gave an opportunity for everyone to reflect on the tragic events of that date. Senior sunrise was a blast, the seniors enjoyed listening to music, playing games, and eating donuts. Leadership is busy preparing for PackFest that takes place October 16 in the WHS Quad. They are planning for a lot of food vendors, club activities and much more. The rival junior/senior Powder Puff game and homecoming rally will happen on Wednesday of that week (10/14).

Alternative Education: Tatum Cobarrubia was unable to attend.

Kimball High: Alvin Ablaza informed Kimball has released the option to sign up for college dual enrollment classes for Spring of 2027. Students can get ahead with college credits and explore other classes that Kimball does not offer. The Jaguars are planning peer bonding events to include many fun activities stationed across campus. The Asian and Pacific Islander Club hosted a karaoke night last week. The Community Service Club is starting things off with a UNICEF drive and the Red Cross Club is planning a blood drive. Homecoming this year is October 23rd, he urges all to attend their Carnival. Lastly, the Kimball marching band has been promoted to a 2A Classification and Alvin was excited to announce that their Junior Varsity Football team is doing very well this season.

Recognition & Presentations:

9.1 North Elementary School, Principal Report Principal Susan Hawkins, along with Assistant Principal Susana Deol shared details of a typical school day for the North School Lions. Students are welcomed each day with music and high fives then head to the classroom where work with each other in focused, small group stations. Their number one goal is to make sure students feel supported and cared for knowing they will thrive every day. Each week, North has Team Tuesday, Wednesday's they hold College and Career Day, then Spirit Day on Fridays. Every day they have access to STEM and other student activities. During lunch, they can choose to visit the library, participate in sports and games, or to talk with a friend or staff member. Operation Scholars recently held a mental health day with positive messages reminding students that they matter and are never alone. New to North this year is a Learning Center. It offers a safe and inclusive environment to help students to grow and succeed academically and emotionally.

Information & Discussion Items:

10.1 Administrative & Business Services:

10.1.1 Receive Report on Actuarial Study of Post Employment Benefits in Support of Governmental Accounting Standards Board Statement 75 (Separate Cover)

10.2 Educational Services:

10.2.1 Receive Report on the STEM ELOP Summer Opportunities for Students Rocio Garcio, Director of ELOP and School Readiness and Dr. Dean Reese, STEM Director, shared TUSD STEAM opportunities. The STEAM focus is on expanding equitable access districtwide, empowering students to thrive, building STEAM identity through hands-on learning, and investing in professional development. As of this past year, they have been able to serve 3,281 students and have now cleared the wait list to offer this service to all interested TUSD families. Strategic partners include the Boys & Girls Club of Tracy, SJCOE, UOP, Lawrence Livermore and Sandia National Laboratories, and Sutter Health. Summer opportunities this summer included exploring the universe in the Star Lab, Outdoor Education, the UOP Pacific Summer Institute for High School age students, and an Introduction to Forensic Biotech Camp through SJCOE, just to name a few. Seventh grade science teachers Jennifer Rivas and Brandon Ramirez highlighted the Reach for the Stars STEM Academy. Asher, a student who graduated from the academy at UOP, shared his experience in the program. He hopes to attend again next year.

Hearing of Delegations

11. WHS orchestra alumni, Genevive Hill-Edge, spoke in support of the WHS orchestra and their need for performance uniforms. Their presentation does not reflect the level of work they put into the music. When standing on the stage among the other orchestras, you notice the difference. They deserve to walk into competitions with confidence. The WHS Music Boosters and families have fundraised. She is asking the board to work with the school music director and give the students the opportunity to walk on stage knowing the district has given them what they need to succeed.

Susan Hill is President of the WHS Music Boosters. She feels, if a uniform is required and listed in the class syllabus, it should be provided by the district. WHS has 73 students in marching band and only 60 uniforms available. The program is growing and 9 uniforms were not returned last year, leaving some students without a uniform for participation. She feels this is not a student problem, it is a resource problem, and inventory must grow as enrollment grows. She asks the district to solve the shortage, establish a district funded process for required uniforms, and to plan for enrollment growth.

Public Hearing:

12.1 Administrative & Business Services:

12.1.1 Receive Public Comments Regarding Rate Increase of Statutory School Fees for School Facilities

Public Hearing Opened 7:31 PM
No comments received.
Public Hearing Closed 7:32 PM

12.2 **Educational Services:** N/A

12.3 **Human Resources:**

12.3.1 Receive Public Comments Regarding Negotiations with Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD)

Public Hearing Opened 7:32 PM
No comments received.
Public Hearing Closed: 7:33 PM

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

13.1 **Administrative & Business Services:**

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

13.1.2 Approve Payroll Reports (August 2026)

13.1.3 Approve Revolving Cash Fund Reports (August 2026)

13.1.4 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

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

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

13.2 **Educational Services:**

13.2.1 Approve the Purchase of Instruments for Central Elementary Using Prop. 28 (The Arts and Music in Schools) (AMS) Waiver Funding from 2024/2025

13.2.2 Receive Update on Quarterly Williams Complaint Report for the Quarter Ending September 30, 2026

13.2.3 Approve Agreement for Contract Services with SJCOE for the Artist in Schools Program at Art Freiler School for the 2026-2027 School Year

13.2.4 Approve Agreement for Special Contract Services with Quest Science Center at McKinley Elementary School for the 2026-2027 School Year

13.2.5 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at North School during the 2026-2027 School Year

13.2.6 Ratify Agreement for Contract Services Between Operation Scholars and North School for the 2026 – 2027 School Year

13.2.7 Approve Agreement with A Plus Academic Center for In- Person Tutoring Services for Students Experiencing Housing Insecurity, for the 2026-2027 School Year

13.2.8 Approve Agreement for Contract Services with Community Medical Centers to Provide Anger Management Counseling Classes to Students During the 2026-2027 School Year

13.2.9 Approve Agreement for Contract Services with Community Medical Centers to Provide Mandatory Substance Use Counseling to Students During the 2026-2027 School Year

13.2.10 Approve Agreement for Contract Services between Daybreak Health PC for the 2026-2027 School Year

13.2.11 Approve Overnight Travel for the Kimball High School Cross Country Team and Coaches to Attend the Mt. SAC Invitational in Walnut, CA on October 22-25, 2026

13.2.12 Approve Overnight Travel for the Kimball High School Cross Country Team and Coaches to Attend the Clovis Invitational in Walnut, CA on October 8-9, 2026

13.2.13 Approve Agreement with Operation Scholars to Facilitate "Too Good for Drugs" Curriculum to Students for the 2026-2027 School Year

13.2.14 Approve Agreement Between San Joaquin Pride Center and TUSD to Provide Services for Six through Twelfth Grade Students During the 2026-2027 School Year

13.2.15 Approve Agreement for Overnight Travel for the West High School Cross Country Team and Advisors to Attend Clovis International at Woodward Park in Fresno, CA on October 9-10, 2026

13.2.16 Approve Agreement for Special Contract Services with Tracy Police Department for the 2026-2027 School Year

13.2.17 Approve Agreement Between San Joaquin County Office of Education STEM Department and TUSD for School Field Trips to the FabLab for the 2026-2027 School Year

13.2.18 Approve Overnight Travel for 18 Students to Attend the SJCOE Youth for Environmental Literacy Leadership Conference at the Sky Mountain Outdoor Education Center on October 23rd – 25th

13.2.19 Approve Agreement with Parent Institute for Quality Education (PIQE) to Provide Bridge to College & Social Emotional Learning Program (SEL) Programs for Parents at Tracy High School

13.2.20 Approve Out of State Travel for Four Tracy High School Teachers to Attend the Leading Standards-Based Learning Conference in Rockford, Illinois (10/19-10/20/26)

13.2.21 Approve Out of State Travel for Joseph Castro to Attend Professional Development in Minneapolis, MN on March 7-10, 2027

13.2.22 Approve Purchase of a Pottery Wheel from Clay King for the VAPA Department at Merrill F. West High School Using Prop 28 Funds

13.2.23 Approve Out of State Conference for GATE Teachers to Attend NAGC Conference in Milwaukee, WI

13.2.24 Approve Purchase of Music Instruments from Steve Weiss Music for the Music Department at Merrill F. West High School Using Prop 28 Funds

13.2.25 Approve Purchase of Music Instruments from Music & Arts Company for the Music Department at Merrill F. West High School Using Prop 28 Funds

13.2.26 Approve Purchase of Riser Back Rails and Shells from JW Pepper for the Music Department at Merrill F. West High School Using Prop 28 Funds

13.2.27 Ratify Agreement for Special Contract Services with ASL Interpreter A Show of Hands for the 2026-2027 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. 26-05 to Approve an Increase in the Statutory School Facility Fees

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

14.2 Educational Services:

14.2.1 Adopt New Board Policy and Administrative Regulation 5141.75 Extreme Weather (Second Reading)

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

14.3 Human Resources:

14.3.1 Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2026-27 School Year

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

14.3.2 Adopt Resolution No. 26-06 Authorizing Teachers to Teach Outside Their Credential Authorization

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

14.3.3 Adopt Revised Board Policy and Acknowledge Administrative Regulation 4200 Classified Personnel (First Reading)

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

14.3.4 Approve Revisions to CSEA Salary Placement Appendix B

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

14.3.5 Adopt New Board Policy 4033 Lactation Accommodation (Second Reading)

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

14.3.6 Approve Revised Job Description for Parent Liaison

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

14.3.7 Approve Revised Job Description for School Readiness Program Administrator

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

Board Reports:

Trustee Traina thanked WHS and KHS for their entertaining reports. North School honors the students, making them feel safe and their universal design guarantees regardless of how their brain works, they're going to learn through different strategies. The growth of STEM and ELOP over the last three years is incredible. The experiences and connections they provide are wonderful. Trustee Secker thanked the STEM Coordinators; it is fantastic what they do. He suggests visiting the Star Lab if given the opportunity; it is exciting and interesting for the students.

Trustee Secker attended the 911 Remembrance Ceremony at WHS, it was well coordinated and he was impressed by the music portion. Jonathan Ramon does a great job. He enjoyed the enthusiasm from North School and said their Learning to Read program is outstanding. Trustee Cheeseman enjoyed the student reports, they all did a great job. She was very impressed with the growth of the STEM program; so many good things are happening. She also attended the JROTC ceremony and informed they are having a fundraiser blood drive September 30 with the American Red Cross. Trustee Hawkins, Alexander, and Fagin enjoyed the evening's reports. Trustee Silcox passed on comment.

Superintendent Report: Dr. Pecot passed on comment.

Adjourn: 7:42 PM

_____ _____

Clerk Date

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: October 27, 2026
SUBJECT: **Recognize the Outstanding Employees of the Fall Term for the 2026-27 School Year**

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

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

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

FUNDING: There is no fiscal impact.

RECOMMENDATION: Recognize Ana Salazar-Pantoja, Biology Teacher Kimball High School (Certificated 9-12), Audrey Donovan, 8th Grade Teacher Freiler School (Certificated 6-8), and Kristine Alcantar 4th Grade Teacher Villalovoz Elementary (Certificated K-5) as Outstanding Certificated Employees; Christian Lopez, ISET Technician (Classified 9-12), Lisa Law-Pribble, Secretary to the Director for Continuous Improvement (Classified 6-8), and Rebeca Cedillo, Attendance Clerk Hirsch Elementary School (Classified K-5) as Outstanding Classified Employees, and Gary Henderson, Principal West High School as the Outstanding Management Employee of the Fall Term for the 2026-27 School Year.

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: October 06, 2026
SUBJECT: **Approve Out-of-State Travel for the Director and Coordinator of Food Services to Attend the American Commodities Distribution Association 2027 Annual Conference in Philadelphia, PA on April 25-28, 2027**

BACKGROUND: The American Commodity Distribution Association is holding its annual conference in Philadelphia, PA for school nutrition professionals on April 25-27, 2027. There will be educational sessions on several topics. The American Commodity Distribution Association's mission is to strengthen the impact of domestic USDA Foods Programs.

RATIONALE: The educational sessions will vary in topics, including community feeding, understanding the role and responsibilities of different USDA Foods stakeholder groups, maximizing USDA Foods entitlement dollars, and regulations and guidance on Federal feeding programs and procurement.

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

FUNDING: The estimated total cost for this conference for both the Director of Food Services, Brandy Campbell, and the Coordinator of Food Services, Rachel Pollard, is $9,100.00. The estimated cost includes registration, lodging, transportation, and meals. The cost of this conference will be paid out of Fund 13.

RECOMMENDATION: Approve Out-of-State Travel for the Director and Coordinator of Food Services and the Coordinator of Food Services to Attend the American Commodity Distribution Association 2027 Annual Conference in Philadelphia, PA on April 25-28, 2027.

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: September 30, 2026
SUBJECT: **Approve Entertainment, Assembly, Service, Business and Food Vendors**

BACKGROUND: To be valid or to constitute an enforceable obligation against the district, education code 17604 requires all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials.

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

Board Meeting Date	Board Approval Required Vendor Name	Insurance Expiration
10/27/2026	**Hula Hawaiian Shave Ice** - Sells shaved ice and dirty sodays from truck at events, Chad Bergquist, 925.382.0644, hulahawaiianshaveice@gmail.co, gethulashaveice.com **No food sales until 30 minutes after school, CONTRACT REQUIERED PRIOR TO OCCURRENCE.**	5/19/2027

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

FUNDING: Per attached summary of requisitions.

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

Prepared by: Cerina V Reyes, Facility Use Coordinator.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: October 27, 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 required 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: Lori Nelson, Director of Financial 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*
Jacobson School Parents Association	*Recommended for approval*	*Current*
Kimball Jags Track and XC Booster Club	*Approved*	*Current*
Kimball High School Cheer Club	*Recommended for approval*	*Current*
Kimball High School Flag Football Booster Club	*Recommended for approval*	*Current*
Kimball High School Football 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 Girls Basketball Booster Club	*Approved*	*Current*
Tracy High Softball Booster Club	*Approved*	*Current*
Tracy High Volleyball Booster Club	*Approved*	*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

BUSINESS SERVICES
MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: October 15, 2026
SUBJECT: **Accept the Generous Donations from Various Individuals, Businesses, and School Site Parent-Teacher Associations Listed Herein with 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/Monte Vista Middle School

1. Applebee's – Donation of $732.00, check #0303592. The donation is for school supplies.

Donations Received by Tracy Unified School District/Kimball High School

1. Exigency Healthcare Services LLC – Donation of $7,000.00. Donation will be used for our athletics program for equipment needed: a new scorer's table.
2. Mike Chao-Ming Huang – Donation of $600.00. Donation will be used toward equipment and supplies needed for Kimball High Girls' golf.
3. Sprouts Farmers Market – Donation of $550.00. Donation will be used toward supplies and needs for our athletic program.
4. Christina Romeril – Donation of $500.00. Donation will be used toward new uniforms and supplies for our flag football program.
5. Chick-fil-A – Donation of $1,100.00. Donation will be used toward athletics equipment needed.
6. Huy Quoc Huynh – Donation of $500.00. Donation will go toward needs and supplies for our girls' golf program.
7. San Joaquin Delta College – Donation of $1,000.00. Donation will go toward supplies and needs for the Athletic program.

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

1. DonorsChoose.org – Donation of $500.00. Donation of gym equipment for Ybarra's and Garcia's classrooms.

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 Development 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 Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with 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: October 27, 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
October 27, 2026

A.

Vendor:	PBK Architect
Sites:	Tracy Unified School District
Item:	Contract Amendment
Services:	Amend the PBK Architect contract to reflect the revised construction budget and corresponding design fee.
Cost:	Decrease of $94,529.12. Revised contract value: $4,310,470.88.
Project Funding:	Measure O

B.

Vendor:	Dryco Construction Inc.
Sites:	Villalovoz Elementary
Item:	Security Fencing
Services:	Installation and Product
Cost:	$74,800.00
Project Funding:	Fund 35

C.

Vendor:	Quality Sound
Sites:	West High School
Item:	Fire Alarm System
Services:	Request approval for Quality Sound to install the fire alarm system for the new ELOP office.
Cost:	$18,893.00
Project Funding:	ELOP 12 & 22

D.

Vendor:	Siegfried Civil Engineering
Sites:	McKinley Elementary (new campus project)
Item:	Surveying Services
Services:	Land and Utility Surveying Services
Cost:	$27,900.00
Project Funding:	Measure O

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: October 15, 2026
SUBJECT: **Approve Accounts Payable Warrants (September 2026)**

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (September 2026).

Prepared by: Lori Nelson, Director of Financial Services.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: October 15, 2026
SUBJECT: **Approve Payroll Reports (September 2026)**

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (September 2026).

Prepared by: Lori Nelson, Director of Financial Services.

Pay Date 09/10/2026 Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	621,870.89	Teachers' Salaries
	1200	251.70	Cert Pupil Support Salaries
	1900	16,055.93	Other Certificated Salaries
	1999	0.00	1000 Salary Payroll Errors
	2100	74,379.77	Instructional Aides' Salaries
	2200	167,796.12	Classified Support Salaries
	2300	3,561.04	Class Suprvsrs' & Admins' Sal
	2400	35,829.76	Clerical & Office Salaries
	2900	31,159.68	Other Classified Salaries
	Total Labor	**950,904.89**	

Fund 01	SACS Object	Amount	
	3101	104,079.04	STRS On 1000 Salaries
	3102	39.20	STRS On 2000 Salaries
	3201	56.76	PERS On 1000 Salaries
	3202	19,095.53	PERS On 2000 Salaries
	3301	10,976.95	OASDI/Medicare/Alternative retirement, certificated positions
	3302	17,652.05	OASDI/Medicare/Alternative retirement, classified positions
	3501	318.91	State Unemploy On 1000 Salary
	3502	154.12	State Unemploy On 2000 Salary
	3601	12,400.19	Worker'S Comp Ins On 1000 Sal
	3602	6,075.80	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**170,848.55**	

Fund 09	SACS Object	Amount	
	1100	1,680.00	Teachers' Salaries
	2400	3,808.94	Clerical & Office Salaries
	Total Labor	**5,488.94**	

Fund 09	SACS Object	Amount	
	3101	320.88	STRS On 1000 Salaries
	3301	24.36	OASDI/Medicare/Alternative retirement, certificated positions
	3302	291.39	OASDI/Medicare/Alternative retirement, classified positions
	3501	0.84	State Unemploy On 1000 Salary
	3502	1.90	State Unemploy On 2000 Salary
	3601	32.64	Worker'S Comp Ins On 1000 Sal
	3602	74.00	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**746.01**	

Fund 11	SACS Object	Amount	
	1100	5,913.22	Teachers' Salaries
	1200	251.70	Cert Pupil Support Salaries
	2400	4,238.23	Clerical & Office Salaries
	Total Labor	**10,403.15**	

Fund 11	SACS Object	Amount	
	3101	816.17	STRS On 1000 Salaries
	3202	709.44	PERS On 2000 Salaries
	3301	89.38	OASDI/Medicare/Alternative retirement, certificated positions
	3302	324.23	OASDI/Medicare/Alternative retirement, classified positions
	3501	3.09	State Unemploy On 1000 Salary
	3502	2.12	State Unemploy On 2000 Salary
	3601	119.77	Worker'S Comp Ins On 1000 Sal
	3602	82.34	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**2,146.54**	

Fund	12	SACS Object	Amount	
		1100	436.59	Teachers' Salaries
		2100	11,928.43	Instructional Aides' Salaries
		Total Labor	**12,365.02**	

Fund	12	SACS Object	Amount	
		3202	1,806.01	PERS On 2000 Salaries
		3301	33.39	OASDI/Medicare/Alternative retirement, certificated positions
		3302	835.89	OASDI/Medicare/Alternative retirement, classified positions
		3501	0.23	State Unemploy On 1000 Salary
		3502	5.97	State Unemploy On 2000 Salary
		3601	8.48	Worker'S Comp Ins On 1000 Sal
		3602	231.73	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**2,921.70**	

Fund	13	SACS Object	Amount	
		2200	17,416.92	Classified Support Salaries
		2300	826.11	Class Suprvsrs' & Admins' Sal
		2400	5,431.07	Clerical & Office Salaries
		Total Labor	**23,674.10**	

Fund	13	SACS Object	Amount	
		3202	4,615.97	PERS On 2000 Salaries
		3302	1,547.91	OASDI/Medicare/Alternative retirement, classified positions
		3502	11.89	State Unemploy On 2000 Salary
		3602	459.94	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**6,635.71**	

ERP for California

Pay Date 09/30/2026 Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	6,187,710.91	Teachers' Salaries
	1200	782,572.69	Cert Pupil Support Salaries
	1300	817,721.27	Cert Suprvsrs' & Admins' Sal
	1900	267,602.65	Other Certificated Salaries
	2100	1,030,884.47	Instructional Aides' Salaries
	2200	1,408,186.16	Classified Support Salaries
	2300	454,408.33	Class Suprvsrs' & Admins' Sal
	2400	657,476.04	Clerical & Office Salaries
	2900	86,596.25	Other Classified Salaries
	Total Labor	**11,693,158.77**	

Fund 01	SACS Object	Amount	
	3101	1,462,346.35	STRS On 1000 Salaries
	3102	14,154.11	STRS On 2000 Salaries
	3201	93,307.94	PERS On 1000 Salaries
	3202	902,733.59	PERS On 2000 Salaries
	3301	130,878.94	OASDI/Medicare/Alternative retirement, certificated positions
	3302	263,844.71	OASDI/Medicare/Alternative retirement, classified positions
	3401	763,808.55	Health and Welfare Benefits, certificated positions
	3402	413,731.98	Health and Welfare Benefits, classified positions
	3501	4,027.64	State Unemploy On 1000 Salary
	3502	1,816.87	State Unemploy On 2000 Salary
	3601	156,504.25	Worker'S Comp Ins On 1000 Sal
	3602	70,670.61	Worker'S Comp Ins On 2000 Sal
	3701	86,759.97	Retiree Health and Welfare benefits, certificated positions
	3702	32,118.13	Retiree Health and Welfare benefits, classified positions
	3901	140.88	Employer paid dues, certificated positions
	Total Contributions	**4,396,844.52**	

Fund 09	SACS Object	Amount	
	1100	211,328.18	Teachers' Salaries
	1200	12,270.00	Cert Pupil Support Salaries
	1300	13,657.09	Cert Suprvsrs' & Admins' Sal
	2400	13,218.98	Clerical & Office Salaries
	Total Labor	**250,474.25**	

Fund 09	SACS Object	Amount	
	3101	45,315.70	STRS On 1000 Salaries
	3202	3,380.23	PERS On 2000 Salaries
	3301	3,268.91	OASDI/Medicare/Alternative retirement, certificated positions
	3302	1,003.52	OASDI/Medicare/Alternative retirement, classified positions
	3401	19,938.71	Health and Welfare Benefits, certificated positions
	3402	2,645.99	Health and Welfare Benefits, classified positions
	3501	118.63	State Unemploy On 1000 Salary
	3502	6.61	State Unemploy On 2000 Salary
	3601	4,609.40	Worker'S Comp Ins On 1000 Sal
	3602	256.82	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**80,544.52**	

Fund 11	SACS Object	Amount	
	1100	46,313.60	Teachers' Salaries
	1200	10,003.96	Cert Pupil Support Salaries
	1300	13,901.60	Cert Suprvsrs' & Admins' Sal
	2100	5,358.83	Instructional Aides' Salaries
	2400	7,896.66	Clerical & Office Salaries
	Total Labor	**83,474.65**	

Fund 11	SACS Object	Amount	
	3101	13,411.86	STRS On 1000 Salaries
	3202	3,302.96	PERS On 2000 Salaries
	3301	955.54	OASDI/Medicare/Alternative retirement, certificated positions
	3302	1,002.46	OASDI/Medicare/Alternative retirement, classified positions
	3401	5,231.36	Health and Welfare Benefits, certificated positions
	3402	878.23	Health and Welfare Benefits, classified positions
	3501	35.10	State Unemploy On 1000 Salary
	3502	6.63	State Unemploy On 2000 Salary
	3601	1,364.21	Worker'S Comp Ins On 1000 Sal
	3602	257.52	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**26,445.87**	

Fund 12	SACS Object	Amount	
	2100	57,336.91	Instructional Aides' Salaries
	2300	6,505.55	Class Suprvsrs' & Admins' Sal
	2400	9,173.07	Clerical & Office Salaries
	Total Labor	**73,015.53**	

Fund 12	SACS Object	Amount	
	3102	718.53	STRS On 2000 Salaries
	3202	15,111.21	PERS On 2000 Salaries
	3302	4,914.17	OASDI/Medicare/Alternative retirement, classified positions
	3402	2,774.13	Health and Welfare Benefits, classified positions
	3502	36.51	State Unemploy On 2000 Salary
	3602	1,418.53	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**24,973.08**	

Fund 13	SACS Object	Amount	
	2200	234,698.07	Classified Support Salaries
	2300	53,441.14	Class Suprvsrs' & Admins' Sal
	2400	17,522.69	Clerical & Office Salaries
	Total Labor	**305,661.90**	

Fund 13	SACS Object	Amount	
	3202	71,471.55	PERS On 2000 Salaries
	3302	21,713.24	OASDI/Medicare/Alternative retirement, classified positions
	3402	27,182.01	Health and Welfare Benefits, classified positions
	3502	152.88	State Unemploy On 2000 Salary
	3602	5,938.39	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**126,458.07**	

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

Fund 21	SACS Object	Amount	
	3202	916.78	PERS On 2000 Salaries
	3302	265.65	OASDI/Medicare/Alternative retirement, classified positions
	3402	578.82	Health and Welfare Benefits, classified positions
	3502	1.74	State Unemploy On 2000 Salary
	3602	67.47	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**1,830.46**	

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

Fund 25	SACS Object	Amount	
	3202	261.93	PERS On 2000 Salaries
	3302	75.91	OASDI/Medicare/Alternative retirement, classified positions
	3402	165.38	Health and Welfare Benefits, classified positions
	3502	0.49	State Unemploy On 2000 Salary
	3602	19.27	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**522.98**	

ERP for California

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: October 15, 2026
SUBJECT: **Approve Revolving Cash Fund Reports (September 2026)**

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

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

FUNDING: N/A.

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

Prepared by: Lori Nelson, Director of Financial Services.

TUSD
REVOLVING CASH FUND
September 2026

Date	Num	Name	Memo	Paid Amou...
**09/04/2(**	**10... **	**TOGO'S**	**9/8/26 SUP PO27-00053**	
			27-00053 mgr1101	-181.60
TOTAL				-181.60
**09/04/2(**	**10... **	**TOGO'S**	**9/8/26 SUP PO27-00053**	
			27-00053 mgr1101	-181.60
TOTAL				-181.60
**09/04/2(**	**10... **	**Scott Secker**	**CONF 7-10-26 Reimbursem...**	
			01-0000-0-0000-7110-5200-8...	-162.86
TOTAL				-162.86

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 15, 2026
SUBJECT: **Approve Funding Increase for Out-of-State Field Trip with EF Explore America Tours "Broadway and the Arts" for TUSD High School Students**

BACKGROUND: The EF Explore America Tours will provide a six-day immersive performing arts tour for approximately 300 TUSD high school students. EF tours will coordinate all travel logistics, including airfare, lodging, meals, and admissions to scheduled arts events.

Students will participate in professional drama and movement workshops, attend Broadway performances and tour world class venues such as Lincoln Center for the Performing Arts. These experiences are designed to align with the California State Standards for Theatre and Media Arts.

RATIONALE: The field trip is intended to enhance and expand existing arts curriculum and does not replace current school-funded activities. Students will engage directly with industry professionals through workplace in improvisation and Broadway-style movement.

Additionally, students will participate in technical theatre tours, including behind the scenes exploration of Radio City Music Hall and the Museum of Broadway. The program also includes a question-and-answer session with current Broadway performers, offering insight into various performing arts career pathways.

FUNDING: Request to increase funding in the amount of $48,000. The original agreement was approved at the May 12, 2026, Board Meeting. Expenses for this agreement will be proportionally paid by each high school utilizing Prop 28 24/25 Waiver Funds.

RECOMMENDATION: Approve Funding Increase for Out-of-State Field Trip with EF Explore America Tours "Broadway and the Arts" for TUSD High School Students.

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

Explore America

INVOICE

Two Education Circle
Cambridge, MA 02141

DATE: September 30, 2026

FOR: *New York City: Broadway and the Arts*

Attention: Michael Bunch
Tracy Unified School District
1875 W. Lowell Avenue,
Tracy, CA 95376

DESCRIPTION	Qty.	AMOUNT
Day 1 Breakfast Float for entire group (adults & students), $15/person	330.00	$4,950.00
1 Round-Trip Checked Bag per person, $90/person	330.00	$29,700.00
Single Room for all chaperones	30.00	$13,350.00
	Total Due	$48,000.00

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 9, 2026
SUBJECT: **Approve Out-of-State Field Trip with EF Explore America Tours "Broadway and the Arts" for Tracy Charter High School Students**

BACKGROUND: The EF Explore America Tours will provide a six-day immersive performing arts tour for approximately 20 TISCS high school students. EF tours will coordinate all travel logistics, including airfare, lodging, meals, and admissions to scheduled arts events.

Students will participate in professional drama and movement workshops, attend Broadway performances and tour world class venues such as Lincoln Center for the Performing Arts. These experiences are designed to align with the California State Standards for Theatre and Media Arts.

RATIONALE: The field trip is intended to enhance and expand existing arts curriculum and does not replace current school-funded activities. Students will engage directly with industry professionals through workplace in improvisation and Broadway-style movement.

Additionally, students will participate in technical theatre tours, including behind the scenes exploration of Radio City Music Hall and the Museum of Broadway. The program also includes a question-and-answer session with current Broadway performers, offering insight into various performing arts career pathways.

FUNDING: All expenses will be funded using Prop 28 Funds not to exceed $70,000.

RECOMMENDATION: Approve Out-of-State Field Trip with EF Explore America Tours "Broadway and the Arts" for Tracy Charter High School Students.

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

EXPLORE AMERICA

EDUCATIONAL GROUP TRAVEL AGREEMENT

This agreement is made as of Sept 3, 2026 **(the "Effective Date") by and between** Tracy Charter School **having its address at** 1904 Corral Hollow Rd, Tracy, CA 95376 **(the "School"), and EF Explore America, Inc., a company, incorporated and existing under the laws of California, having its registered address at Two Education Street, Cambridge, MA 02141 ("EF").**

Group Leader Name: Annabelle Lee

Program Name: Broadway + The Arts Tour

Tour Number: 3112064TP

Requested Departure Date: Saturday, March 6, 2027

Estimated Number of Participants: 20

RECITALS

WHEREAS, the School desires to conduct domestic travel programs for students in connection with courses of instruction or School related educational and cultural; and

WHEREAS, EF arranges and operates educational tours that include transportation, accommodations, and other travel logistics;

WHEREAS, the Parties desire for EF to be a provider of professionally guided educational tours to School teachers and/or personnel and student or travelers (the "Programs") to the School; and

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. **TERM OF AGREEMENT.** This agreement shall be effective from the Effective Date to unless sooner terminated as provided for herein.

2. **DUTIES OF EF.** EF shall:
   a. Arrange for all travel components, including transportation, accommodations and other travel logistics for the participating students and adults and School personnel.
   b. Collect fees for travelers from the School related to the services provided by EF.
   c. Require all travelers to complete the EF Application, which includes the Programs' Booking Conditions that contain a Release and Agreement found at https://www.efexploreamerica.com/help-center/policies/booking-conditions. The Release and Agreement shall include a release of liability in favor of the Group Leader, the School and the School board.
   d. Assist the School in the orientation of interested travelers and cooperate with the School in fulfilling the educational objectives of the Programs.
   e. Contract with an independent Tour Director to assist with logistics and local guidance during the Program.
   f. Provide Group Leader with appropriate materials designed to promote said Tour.

3. **DUTIES OF SCHOOL.** In providing the educational component of the Programs, , the School shall:

   a. Designate an individual to act as the Group Leader for the tour. That individual shall be responsible for recruiting Program travelers and shall act as the liaison between EF and Program travelers.

   b. The Group Leader shall enter into the Group Leader Agreement as part of the online registration process.

   c. The School acknowledges that the Group Leader shall be solely responsible for the supervision and discipline of all participating students.

   d. Cooperate with EF in making travel arrangements; and guide each traveler to register for the Program using the online enrollment system.

The School agrees to collect all program fees and other costs/fees (including the non-refundable enrollment fee, rooming upgrades, Travel Protection plan fees, and any personal travel options) from all program participants. The School shall also be solely responsible for making any refunds, if applicable, to the participants.

   e. Agree that all funds allocated to the account, regardless of source, including but not limited to fundraised money, are subject to EF's cancellation policies and Payment Plan stated in EF Booking Conditions as referenced in section 2.c.

   f. Submit payments to EF as outlined in the "payment schedule" via check or card payment.

4. **INSURANCE.** EF shall obtain general liability insurance that will cover the Group Leader and the School as Additional Insureds for the duration of the Programs. The general liability insurance provided will be underwritten by nationally recognized insurance companies with A.M. Best Ratings of A-. Coverage is up to $15 million per occurrence and in the annual aggregate for covered claims of Bodily/Personal Injury and Property Damage related to the Programs.

5. **RELATIONSHIP OF PARTIES.** With regard to this agreement, EF, the School and any School Personnel are independent and distinct contracting parties and are not officers, agents, partners, joint ventures, or employees of each other. Neither EF nor the School shall, at any time, or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the other.

6. **TERMINATION.** This agreement may be terminated by either party by providing 90 days' prior written notice to the other party. In the event that the School terminates this Agreement, any tour currently scheduled shall proceed pursuant to the terms of this agreement.

7. **AMENDMENTS.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.

8. **ASSIGNMENT.** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the School or EF without prior written consent of the other, except that EF may assign this agreement to an affiliate in the event of a merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all obligations of the assignor under this agreement.

9. **GOVERNING LAW.** The parties agree that this agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the Commonwealth of Massachusetts. In the event of any claim, dispute or proceeding arising out of this agreement, or any claim which is in contract, tort, or otherwise at law or in equity arises between the Parties, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and venue of the courts of the Commonwealth of Massachusetts and of the United States District Court for the District of Massachusetts.

10. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

11. **SEVERABILITY.** EF and the School agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.

12. **NOTICE.** Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, certified mail return receipt, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 5 business days after the date of mailing, whichever is earlier.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date set forth above.

EF EXPLORE AMERICA, INC.

By: Sofina Anne Qureshi

Name: Sofina Anne Qureshi

Title: VP, Finance + Strategy, EF- Explore America

By:

Name:

Title:

EXPLORE AMERICA

Payment Schedule

The School agrees to make all payments to EF for the Program within these Terms according to the following schedule. Initial invoices will be calculated based on the estimated number of paying participants as provided by the School. All payment due dates refer to the dates by which each payment must be received at EF.

Invoice Date	Payment Date	Amount Due
Sept 3, 2026	Oct 15, 2026	$95 enrollment fee
Nov 1, 2026	Nov 14, 2026	Remaining balance

Payments may be made via check or by card via phone.

Please indicate the School's name and Tour Number on all check payments.

Checks should be made payable to: **EF Explore America**

Checks should be mailed to:

EF Explore America

Two Education Circle

Cambridge, MA 02141

Please contact EF for more information on how to make payments by card.

PAYMENT CONTACT INFORMATION – TO BE FILLED OUT BY SCHOOL

Name:

Title:

Office:

Phone number: Ext:

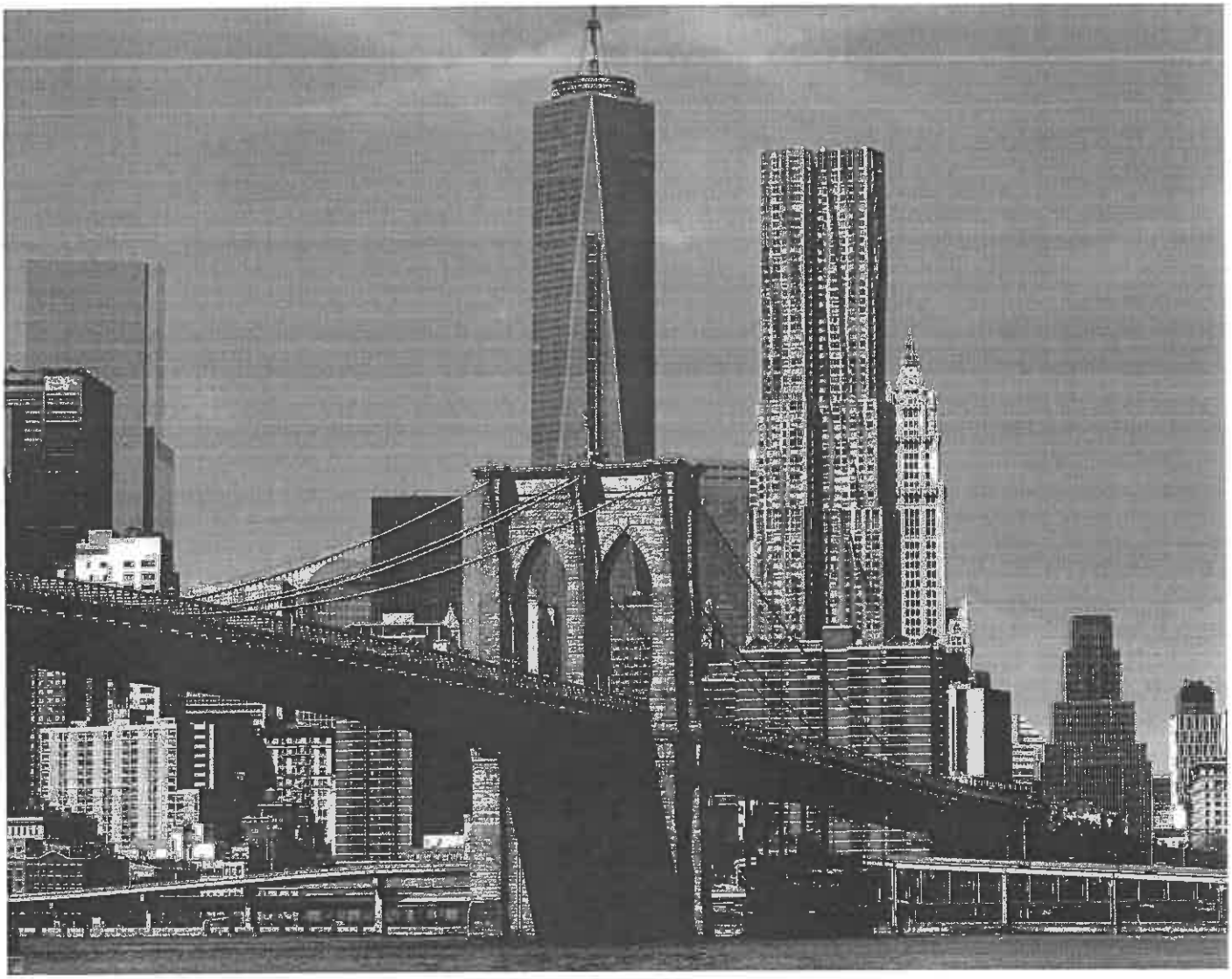
Email Address:

Education First

Explore America

BROADWAY AND THE ARTS

6 days | New York City



Your itinerary

Day 1

Welcome to New York City!
Travel to New York City, which British explorer Henry Hudson "discovered" in 1609 while searching for a passage to China. Today, the Big Apple is the largest metropolis in the United States. Upon arrival, meet your EF Explore America Tour Director, who will accompany you throughout your stay.

Breakfast Included
Tour Director distributes $15 each.

Lunch Included
Tour Director distributes $20 each.

Walking Tour of Midtown
Explore the vibrant heart of New York City on a walking tour of Midtown, where iconic landmarks like Times Square, the Empire State Building, and Grand Central Terminal come to life. Discover hidden gems, architectural marvels, and the bustling energy that defines this dynamic neighbourhood.

Dinner in New York City
Enjoy your evening meal, provided by EF Explore America.

NYC Skyscraper Experience
Enjoy views of New York City from one of its iconic skyscrapers: the Empire State Building Observatory, Edge at Hudson Yards, or One World Observatory.

Hotel in New Jersey
Arrive and check into your hotel.

Overnight in New Jersey

Day 2

Breakfast in New Jersey

Circle Line Liberty Cruise
Experience the grandeur of New York on the Circle Line Cruise. You'll enjoy magnificent views of the world's premier skyline and a close-up view of Lady Liberty.

Lunch Included
Tour Director distributes $20 each.

New York City One-Way Subway Ride
Do as the locals do and hop on the subway for an unforgettable ride underneath Manhattan.

Guided Tour of New York City
A licensed guide leads your sightseeing tour of New York City. You'll explore the mosaic of Manhattan neighborhoods that make the city so unique. Drive through Greenwich Village, New York's eclectic province of bohemians, immigrants and students, and pass the cast-iron architecture of impossibly trendy SoHo (from "SOuth of HOuston Street"). It just might feel as if you've left the States and crossed an ocean as you take in the vibrant life of Chinatown and the personality of Little Italy.

Dinner in New York City
Enjoy your evening meal, provided by EF Explore America.

Times Square
Be dazzled by a dizzying array of towering electronic billboards, sounds of street performers and the buzz of the crowds that make this intersection a one-of-a-kind spectacle.

Broadway Show
Enjoy your Broadway show, sure to be an unforgettable theater experience!

Overnight in New Jersey

Day 3

Breakfast in New Jersey

Up Close with a Broadway Professional
Hear what it's like to perform in a Broadway show and be a professional performer in New York City. In this workshop students will have the opportunity to ask questions and learn about the ins and outs of the Broadway world. At the end of the workshop, the guest performer will sing for the group.

Drama Workshop
Play thespian and pick up a few pointers during a theater and improv workshop led by an experienced actor. Afterwards, participate in a Q&A to learn more about what life is like for an actor in New York City.

Lunch Included
Tour Director distributes $20 each.

Tour of Radio City Music Hall
Go behind the scenes at "America's greatest showplace." Learn about the Great Stage, view Art Deco designs, see the mighty Wurlitzer Organ, experience the private apartment of the Music Hall's founder, Roxy Rothafel, and visit the active rehearsal halls.

Dinner in New York City
Enjoy your evening meal, provided by EF Explore America.

Broadway Show
Enjoy your Broadway show, sure to be an unforgettable theater experience!

Overnight in New Jersey

Day 4

Breakfast in New Jersey

Lincoln Center Tour
The Lincoln Center for the Performing Arts is a world-class, 14-acre complex (the first of its kind in the United States) devoted to theater, music and dance. Follow in the footsteps of conductors like Leonard Bernstein and Arturo Toscanini in Avery Fisher Hall, where both conducted the New York Philharmonic Orchestra. The center also houses the Metropolitan Opera House and the New York State Theater, home to George Balanchine's New York City Ballet, the oldest dance company in the United States.

Lunch Included
Tour Director distributes $20 each.

Metropolitan Museum of Art
With more than 3 million objects in its collection, the Metropolitan Museum of Art is home to one of the most extensive art collections in the world. The galleries include works from the Paleolithic era to the contemporary avant-garde. Among the museum's most popular exhibits are Egyptian artifacts, Oriental sculpture, ancient glasswork, African art, early European musical instruments, and American decorative art.

Central Park
Make a stop in 843-acre Central Park, an idyllic oasis in the concrete jungle. Join the more than 35 million annual visitors that make Central Park the most visited urban park in the United States.

Dinner Included
Your Tour Director distributes $20 each.

Premium Broadway Show
Enjoy your Broadway show, sure to be an unforgettable theater experience!

Overnight in New Jersey

Day 5

Breakfast in New Jersey

Visit the Museum of Broadway
Experience Broadway like never before with an insider look into the history, artifacts, creative landscape and social impact of musical theater.

Lunch Included
Tour Director distributes $20 each.

Museum of Modern Art
Visit New York's world-class Museum of Modern Art. The MoMA opened in 1929 to great controversy over its then shockingly modern collection. Today, it is the premier contemporary art museum in the world, and houses more than 100,000 works of art-paintings, sculptures, drawings, prints, photographs and architectural models-dating from 1880 to the present.

Dinner in New York City
Enjoy your evening meal, provided by EF Explore America.

Premium Broadway Show
Enjoy your Premium Broadway show, sure to be an unforgettable theater experience!

Overnight in New Jersey

Day 6

Breakfast in New Jersey

Walking Tour of the Financial District
A licensed guide leads your sightseeing tour of Lower Manhattan. Start your tour at Bowling Green, New York City's oldest park and Native American council ground where the sale of Manhattan took place in 1626. Nearby, you'll find Arturo Di Modica's famous Charging Bull sculpture, which began as guerilla art but quickly became an iconic piece of the New York City landscape and has come to symbolize Wall Street and the "bull" market. From the narrow canyon that is Wall Street to the temple-fronted New York Stock Exchange, you'll pass by Federal Hall, the first meeting place of the United States Congress and site of George Washington's inaugural oath. Marvel at the medieval stained-glass windows and ornate bronze doors of nearby Trinity Church, one of the early triumphs of the Gothic Revival style in America. Finish your tour at the National September 11 Memorial, a tribute of remembrance and honor to the nearly 3,000 people killed in the terror attacks of September 11, 2001, whose twin reflecting pools sit within the footprints where the Twin Towers once stood.

Lunch Included
Tour Director distributes $20 each.

Depart for Home!
Your tour director assists with your return home.

TOUR PRICE QUOTE

BROADWAY AND THE ARTS

PREPARED FOR	PREPARED ON
Anabelle Lee	September 2, 2026
YOUR TOUR NUMBER	**YOUR TOUR WEBSITE**
3112064TP	efexploreamerica.com/3112064TP

ALL-INCLUSIVE PRICE

Based on a private tour with 300 paying travelers
Price valid for travelers enrolled by September 30, 2026

Student	Adult
$3,450	**$4,050**

PRICE BREAKDOWN

Program Fee	$3,550
Early Enrollment Discount*	-$100

*Valid for two weeks following your enrollment meeting

Protect your travelers with the Travel Protection Plus Plan for $329.
Ask your Tour Consultant for details.

—

For every 10 paying travelers, 1 chaperone travels FREE

Adult supplement required for age 20 and older at the time of travel. Change and cancellation fees of up to the total price will apply. Applicable airline baggage fees are not included and can be found at www.EFExploreAmerica.com/Baggage. All prices subject to verification by an EA tour consultant. To view EA's Booking Conditions, visit EFExploreAmerica.com/BC.

Breakfast excluded on day of arrival; dinner excluded on day of departure (Unless otherwise noted)

Your travel details

TOUR LENGTH
6 days

DEPARTING FROM
San Francisco

GUARANTEED TRAVEL DATES
Sunday, March 7, 2027 - Friday, March 12, 2027

Your experience includes

AIRFARE AND TRANSPORTATION

HOTEL ACCOMMODATIONS

OVERNIGHT SECURITY

MEALS AS SPECIFIED

ALL GRATUITIES

GUIDED TOURS AND ACTIVITIES

FULL-TIME TOUR DIRECTOR
Your Tour Director stays with your group 24/7, providing local insight and knowledge, while handling every on-tour detail.

TRAINING AND SUPPORT
We prepare new Group Leaders on a free Training Tour, and provide personal support every step of the way.

TRAVELER RESOURCES
We offer travelers flexible payment options as well as a dedicated support team to manage finances and answer tour questions.

24-HOUR EMERGENCY SUPPORT
Travelers and their families can count on EF's dedicated emergency service team while on tour.

EXPERT TOUR PLANNING
Your dedicated EF team provides expertise every step of the way—from recruiting and enrolling travelers to planning and managing your tour.

ILLNESS AND ACCIDENT COVERAGE
Rest easier knowing your travelers are covered on tour with EF's comprehensive coverage plan.

$50 MILLON LIABILITY POLICY
Group Leaders and schools are protected while on tour.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 16, 2026
SUBJECT: **Approve Agreement for Contract Services between JD Awakens LLC and George and Evelyn Stein High School for the 2026-2027 School Year**

BACKGROUND: George & Evelyn Stein Continuation High School seeks to partner with JD Awakens LLC to provide two student assemblies presented by Jesus Vera during the same school day, with students divided into two groups to allow each group to participate in one presentation. Vera is a professional speaker who works with middle school, high school, and university students, with a focus on resilience, perseverance, self-awareness, and positive decision-making. Through personal storytelling, he encourages students to recognize their potential, work through challenges, and develop a positive vision for their future. These topics are relevant to Stein students, many of whom have experienced barriers that have affected their academic progress and path toward graduation. The assemblies will complement Stein's existing academic, social-emotional, and college and career readiness supports.

RATIONALE: The two assemblies will provide Tier 1 schoolwide support for all Stein students focused on resilience, positive decision-making, personal responsibility, and preparing for life beyond high school. The services support LCAP Goal 3, Action 3.1, which provides academic and life-skill transition counseling, support, and training to increase graduation rates. The assemblies also align with Stein's SPSA strategies to strengthen student engagement, belonging, and connection to school while addressing barriers that can interfere with academic progress. Through messages centered on perseverance, purpose, and making positive choices, students will be encouraged to remain focused on graduation and their individual college, career, and life goals. Equity Multiplier funds will support this Tier 1 opportunity as part of Stein's broader effort to provide students with the skills and support needed for successful transition beyond high school.

FUNDING: The cost, not to exceed $2,500.00, will be paid by Equity Multiplier funds.

RECOMMENDATION: Approve the Agreement for Contract Services between JD Awakens LLC and George & Evelyn Stein Continuation High School for school-wide assembly services during the 2026-2027 school year, funded through Equity Multiplier funds.

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

JESUS D. VERA
awakening your greatness

INVOICE

JD Awakens LLC
2744 Galley Way
Stockton, California 95206
United States

2094795215

BILL TO
Stein High

Invoice Number: 31
Invoice Date: September 4, 2026
Payment Due: November 3, 2026
Amount Due (USD): **$2,500.00**

Pay Securely Online

Items	Quantity	Price	Amount
Student Interactive Keynote Inspiring keynote designed for student engagement.	2	$2,500.00	$5,000.00

Subtotal:	$5,000.00
50% Home Court Advantage:	($2,500.00)
Total:	$2,500.00
Amount Due (USD):	**$2,500.00**

Pay Securely Online

link.waveapps.com/dhctmu-xb7kfq

Powered by wave

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

1. Contractor shall perform the following duties:

   Provide two (2) student assembly-style motivational and inspirational speaking sessions during one school day at Stein HS. Each session shall focus on student engagement, resilience, self-awareness, positive decision-making, overcoming barriers, goal setting, and developing a sense of purpose. The presentations shall be age-appropriate and designed to encourage students to recognize their potential, strengthen school connectedness, and take positive action toward academic, personal, and postsecondary success.

   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 1 DAYS, under the terms of this agreement at the following location Stein High School.

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

   a. District shall pay $2,500.00 per FLAT RATE, not to exceed a total of $2,500.00. 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 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 11/01/2026, and shall terminate on 05/21/2027.

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 209-830-3395 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: JD AWAKENS LLC

Contractor Signature

Founder, JD Awakens LLC
Title

Contractor Signature

Title

TRACY UNIFIED SCHOOL DISTRICT:

District Authorized Signature

Date

Equity Multiplier
Funding Source

Stein
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: September 14, 2026
SUBJECT: **Ratify Purchase of Lighting from Musson Theatrical Inc. for the Drama Department at Kimball High School Using Prop 28 Funds**

BACKGROUND: The Kimball High School (KHS) Drama Department is requesting the purchase of two moving lights to support performances and theatre productions. The purchase of the lights will expand the instructional capacity of the Technical Theatre class by providing students with access to industry-standard lighting technology used in professional theatrical productions. The lighting will provide students with technology they have never had before. As the theatre industry continues to become increasingly technical and technology-driven, these lights will expand our hands-on learning experiences in the classroom by providing students with the technology that will adequately prepare them for jobs in technical theatre right out of high school. The moving lights will enhance classroom learning by allowing students to develop practical skills in lighting design, programming, operation, and production. Students will have the opportunities to create lighting portfolios that demonstrate their design capabilities and proficiency in controlling moving lights. They will also gain authentic experience serving as light board operators and supporting live performances.

RATIONALE: The moving lights will increase student opportunities to engage in authentic production experiences and develop career and college level skills. This purchase supports the Prop 28 funding goals by expanding access to high-quality arts education and strengthening the instructional resources available to students. The investment supports the performing arts program by ensuring students have the tools needed for successful performances and educational growth in theatre.

FUNDING: The Musson Theatrical Quote totals $8,399.77 and will be funded through 2024-25 Proposition 28 waiver funding.

RECOMMENDATION: Ratify Purchase of Lighting from Musson Theatrical Inc. for the Drama Department at Kimball High School Using Prop 28 Funds.

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

Musson Theatrical, Inc.
890 Walsh Ave
Santa Clara CA 95050
United States

ESTIMATE

Bill To:
Tracy USD

Ship To:
Liz Grande
Kimball High School
3200 Jaguar Run
Tracy CA 95377
United States

SO #	**EST1119**
Quoted	8/12/2026
Expires	10/12/2026
Ship Via	Musson - Super Saver
Terms	Net 30
Total	$8,399.77

Item	Description	Qty		Unit Price	Line Total
HES-MS-UB-MI	Ministar LED Moving Head	2	ea	$3,656.30	$7,312.60
10-6208	Mini Claw - Black	4	ea	$42.70	$170.80
17-120	Male 15A Edison - Installed on Power lead	2	ea	$29.50	$59.00
BLZ-DMX5PCT-25	Blizzard IP Rated DMX + Powercon True1 Compatible Combo Cable, 5-pin, 25'	2	ea	$108.60	$217.20

FOB Desintation
Delivery ARO: 6-10 Weeks

Please note that invoicing for equipment will occur upon receipt of goods, regardless of the anticipated project or construction start date. This ensures timely procurement and availability of materials. Standard payment terms will apply from the date of invoice.

Subtotal:	$7,759.60
Sales Tax:	$640.17
Shipping:	$0.00
Total Amount:	$8,399.77

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES
MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 1, 2026
SUBJECT: **Ratify Agreement for Contract Services with Speech Pathology Assessment and Intervention Services for the 2026-2027 School Year**

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

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

FUNDING: Expenses for 2026-2027 regular school year and related services will not exceed $250,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Speech Pathology Assessment and Intervention Services 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: October 27, 2026
SUBJECT: **Approve Overnight Travel for Tracy Charter School Sixth Grade Students and Supervisors to Attend Science Camp at Sky Mountain Educational Center on May 10-12, 2027**

BACKGROUND: The Tracy Charter sixth grade class and teachers will travel to Sky Mountain Educational Center for Science Camp.

RATIONALE: Science Camp provides students with the opportunity to learn about science in a relevant and engaging atmosphere. This aligns with 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). This aligns perfectly with the district emphasis on STEM education.

FUNDING: Lodging and transportation costs will be approximately $240 per student. This trip is funded using Title 1 and Unrestricted Site funds.

RECOMMENDATION: Approve Overnight Travel for Tracy Charter School Sixth Grade Students and Supervisors to Attend Science Camp at Sky Mountain, on May 10-12, 2027.

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

SAN JOAQUIN COUNTY OFFICE OF EDUCATION

SKY MOUNTAIN
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

MEMORANDUM OF UNDERSTANDING
2026-2027 Sky Mountain Outdoor Education Center Outdoor School

This memorandum of understanding (MOU) is entered into between the San Joaquin County Office of Education (SJCOE) and **Tracy Charter School** (DISTRICT) for SJCOE to provide outdoor learning experiences to District's students at the SJCOE Sky Mountain Outdoor Education Center (Sky Mountain), located at Emigrant Gap, CA.

SJCOE owns and operates the Sky Mountain Outdoor Education Center, has employed necessary personnel and made provision for appropriate equipment, curriculum materials and supplies to provide services for the benefit of the DISTRICT'S students.

This MOU shall be effective upon execution by both parties and will remain in effect from **July 1, 2026 to June 30, 2027.** (Refer to Education Code Section 8763)

I. **SJCOE/Sky Mountain shall**:

A. Comply with all provision of Education Code Section 45125.1 et seq. and 44830.1 et seq. and will certify that no personnel who have been convicted of violations as outlined in Education Code Sections 44010 or 44011 or serious or violent felonies as specified, will have contact with pupils, pursuant to this Agreement. SJCOE/Sky Mountain certifies that all such personnel have submitted evidence of freedom from tuberculosis within 60 days prior to commencement of services, and every 4 years thereafter under the terms of this Agreement. All required background checks must be obtained prior to the commencement of any student contact whatsoever.

B. Provide a registration period for schools/districts to reserve space at Sky Mountain which is equitable by:
   1. Priority online registration requests for SJCOE District schools, starting on the first Monday in February for each school year.
   2. First requested, first-served basis - with consideration for maximum participants during each outdoor school session.
   3. Requiring signed contracts no later than the last Friday in February to guarantee offered camp sessions.
   4. Reserve a specified number of participants, including District students, staff, cabin leaders and others attending. Should the District participants exceed the reserved number, SJCOE/Sky Mountain will attempt to secure, but not guarantee, the spaces for those numbers of participants exceeding the District reservation number.

C. Provide an Outdoor Environmental Education Program, including curriculum and outdoor activities lead by trained instructors during the period of **July 1, 2026 - June 30, 2027.** The DISTRICT'S schedule is attached to this MOU and is incorporated herein (**Exhibit 1.**)

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D. Provide lodging and food for students, cabin leaders, and DISTRICT teachers in accordance with the DISTRICT'S confirmed reservation.
   1. Each additional meal not included in the DISTRICTS reservation will be charged at a rate of $15 per meal.

E. The Sky Mountain Administration staff will enforce laws and policies applicable to DISTRICT students, staff and cabin leaders attending Sky Mountain.

F. Upon availability, accept a District's request to increase student attendance or reschedule camp dates when requests are made within the time limits set forth below.

II. The DISTRICT shall:

A. Comply with the terms of this MOU, rules and regulations of SJCOE/Sky Mountain and all applicable laws. The DISTRICT shall require participating DISTRICT schools to likewise comply with the MOU and the applicable rules, regulations and laws. Failure to meet any of the requirements may impact the current and future reservations at Sky Mountain. (**For additional details refer to the Teacher Handbook found on the Sky Mountain Website.**)

B. Arrange for transportation of program participants, staff, cabin leaders and their belongings to and from Sky Mountain.

C. Provide the following **certificated staff** from a participating DISTRICT school for the duration of the school's stay at Sky Mountain at no charge.
   1. **1-30 students:** Provide a **minimum of 2 certificated staff.**
   2. **31-150 students:** Provide a minimum of **1 certificated staff for every 30 students.**

D. Provide **1 vetted junior or senior high school student or cleared adult cabin leader for every 9 students** for the periods that the DISTRICT has elementary students attending camp. This shall include 1 female cabin leader for every 9 female participants and 1 male cabin leader for every 9 male participants. If an aide is needed to be with only one student per an IEP or 504, that adult's presence is not used in determining the proper student to cabin leader ratio.
   1. Cabin leaders will be charged at a rate $240 per 3-day program session, $300 per 4-day program session and $350 per 5-day program session.
   2. In preparation for emergency situations (cabin leaders that leave early due to illness, injury or behavior), DISTRICT schools may elect to bring additional cabin leaders at no additional cost, according to the ratio below. The additional cabin leaders will be expected to support as a cabin leader and be present throughout the duration of the program.
      a) 1-60 students attending: DISTRICT may bring 2 extra cabin leaders at no additional charge
      b) 61-150 students attending: DISTRICT may bring 4 extra cabin leaders at no additional charge

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E. Pay the full program rate for cabin leaders and teachers staying at Sky Mountain who are in excess of the appropriate ratios expressed herein.

F. Aides included in a student's IEP or 504 and/or a nurse or other required support staff (as determined by the Sky Mountain Administration) may attend at no additional charge. These additional participants will be required to stay in cabins with either the student they are supporting or visiting school site staff.

G. Ensure that each DISTRICT school teacher and cabin leader is available to participate in and assist students in the programming and assist in supervising students at the direction of the Sky Mountain Administrative staff. **In the event that DISTRICT does not have sufficient number of cabin leaders or certificated teachers the DISTRICT shall be required to transport the additional required staff to Sky Mountain no later than 7:00 p.m. on the first day of the outdoor school session. Costs incurred for supervision services will be the responsibility of the DISTRICT.** Failure to meet this requirement may impact the current and future reservations at Sky Mountain.

H. Require DISTRICT employees and adult cabin leaders participating in Sky Mountain Program comply with all provision of Education Code Section 45125.1 et seq. and 44830.1 et seq. and will certify that no personnel who have been convicted of violations as outlined in Education Code Sections 44010 or 44011 or serious or violent felonies as specified, will have contact with pupils.

I. Ensure students are adequately prepared for resident life on the Sky Mountain campus, including the possibility of inclement weather. Each cabin leader, staff and student must furnish a sleeping bag, or blankets and sheets, as well as clothing appropriate for hiking activities and weather. Suggested supplies are included in the **Sky Mountain Packing List found on the Sky Mountain Website and Family Handbook.**

J. Notify the Sky Mountain staff of student's behavioral or disciplinary issues that may affect the safety of the student, other students, adults, or staff. If a student has chronic behavior issues, the site administration must collaborate with the Sky Mountain Administrative staff, to determine eligibility and develop appropriate interventions, arrangements, and/or responses to facilitate the best possible educational opportunity at Sky Mountain. In the event that a student's behavioral issues are deemed noneligible for attendance at camp the Visiting School Site Administrator will inform parents/guardians that the student is unable to attend camp.

K. Inform the Sky Mountain Administration of known health concerns and/or special needs that may impact a student's ability to participate in Sky Mountain activities. If the student has an IEP and/or a 504, the site administration is required to provide it to Sky Mountain Administration with a summary of services in order to arrange appropriate accommodations to facilitate a successful Sky Mountain experience for the student. In the event that additional support is needed, the DISTRICT shall ensure that the required staff are provided for the student to successfully participate in programming at Sky Mountain at no additional cost.

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L. Ensure that the parent/guardian of each registered student, cabin leader and teacher completes and signs the Registration forms, including but not limited to the Registration form, Authorization for Medical Treatment form, Permission and Release of Liability form, Dietary Needs form, the Medication Authorization form, and the Assumption of Risk form which can be found **on the Sky Mountain Website.**

M. Ensure that the required completed and signed forms are provided to the Sky Mountain Administration upon arrival at camp.

N. Ensure that the Sky Mountain School Information Spreadsheet is completed no later than **FIVE (5) business days** prior to the first day of outdoor school.

O. Ensure that the parent/guardian shall be responsible for transporting students home due to any reason such as, but not limited to: illness, injury, discipline, etc. **In the event that a parent cannot meet this requirement the DISTRICT administration will be responsible for transporting the student or cabin leader home.** The Sky Mountain Principal or Program Manager will contact the visiting school site Principal to inform them that a student is being sent home. The visiting teachers or school site administrator will contact parents/guardians to inform them that the student must be transported home.

P. Provide medical care and/or medication administration to DISTRICT students while on the Sky Mountain campus in accordance with DISTRICT procedures. Ensure that DISTRICT staff have been properly trained on medication administration by following DISTRICT procedures. **Sky Mountain staff will NOT be responsible for administration of medication to students. (Refer to California Code, Education Code 49423).**

Q. Ensure that all DISTRICT students, cabin leaders, and staff have completed a 2026-2027 Medical Authorization Form and that all prescription medications be provided in the original container labeled by a California licensed Pharmacists and all non-prescription (OTC) medications must be provided in the original unopened container. All medication, both prescription and non-prescription (OTC), requires signature, medical license number, and complete, legible instructions from a recognized Medical Authority (Physician, Physician Assistant, or Nurse Practitioner licensed to practice in the State of California). Homeopathic, herbals, vitamins, and supplements all require a completed and signed Medication Authorization form.

R. Ensure that DISTRICT students, cabin leaders, and staff have their temperature taken at school prior to leaving their school site to go to Sky Mountain. Any DISTRICT students, cabin leaders, and staff with a temperature higher than 100 degrees shall not be permitted to attend camp. The visiting school site administrator will contact parents/guardians to inform them that the student or cabin leader cannot attend. In the event that a certificated staff or cabin leader are unable to attend due to a temperature of over 100 degrees the DISTRICT shall ensure that the appropriate number of certificated staff and cabin leaders are provided to meet required cabin

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leader and staff ratios for participating in Sky Mountain Programming as stated in Section II C and D.

S. Ensure that DISTRICT cabin leaders, staff, and students refrain from bringing any alcohol, tobacco, weapons, or illegal substances onto the Sky Mountain campus.

T. Leave the Sky Mountain campus in the same condition as found upon arrival. At SJCOE/Sky Mountain's discretion, DISTRICT may be responsible for actual costs of any repairs necessitated by damage caused by the DISTRICT'S schools, pupils, cabin leaders, teachers, or other persons attending Sky Mountain in conjunction with the participating DISTRICT school. Damage may result in Sky Mountain denying the DISTRICT or the school future opportunities to participate in Sky Mountain programs. This paragraph does not apply to reasonable wear and tear to the campus, as determined by the Director of Outdoor Education and STEM Programs.

III. PAYMENT

A. Participating DISTRICT/Schools shall be responsible for payment based on the reserved length of session (see 1 - 3 below for session payment amounts):
   1. **3-Day Session: $240 per reserved student, cabin leader and any in excess as of the previously mentioned ratios**.
   2. **4-Day Session: $300 per reserved student, cabin leader and any in excess as of the previously mentioned ratios**.
   3. **5-Day Session: $350 per reserved student, cabin leader and any in excess as of the previously mentioned ratios.**
   4. The cost shall include meals, snacks, lodging, program supplies, and trained naturalists, and it is agreed that SJCOE/Sky Mountain is authorized to transfer the appropriate amount from fund of the DISTRICT to the County School Office Fund to pay for said actual costs when the total due has been ascertained.

B. DISTRICT/Schools can make alterations to their reserved student number without penalty during the timelines described below. All changes are subject to availability and approval by the Director of Outdoor Education.
   1. Prior to **May 5, 2026** for Sky Mountain visits occurring between August 1 and December 31, 2026.
   2. Prior to **September 8, 2026** for Sky Mountain visits occurring between January 1 and June 30, 2027.

C. The DISTRICT agrees to pay for the greater of:
   1. The actual number of students who attend Sky Mountain, or
   2. 85% of the number of students reserved as of the deadline for changes.

D. Should the DISTRICT, or participating school, regardless of reason, cancel a confirmed reservation after the deadline above (Section III.B), DISTRICT agrees to pay a cancellation fee equal to full program costs for 85% of the original number of reserved students.

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E. If a DISTRICT notifies SJCOE/Sky Mountain of its inability to attend, or reduced attendance numbers, SJCOE/Sky Mountain will try to accommodate the DISTRICT's revised needs through rescheduling, subject to demand and availability. In the event that SJCOE/Sky Mountain is unable to accommodate the revisions, DISTRICT remains responsible for payment as set forth above. If an unforeseen circumstance arises that does not meet any of the Force Majeure criteria (see below), the site must contact the SJCOE Director of Outdoor Education 30 working days prior. It will then be at the Director's discretion to allow the change upon review of the circumstance.

GENERAL TERMS

1. Indemnification.
    1. SJCOE/Sky Mountain agrees to defend, indemnify and hold harmless DISTRICT, its Board of Trustees, employees and agents from any and all liabilities, claims, demands, costs and damages (including attorney's fees and litigation costs) arising in any way out of SJCOE/Sky Mountain's negligence or willful misconduct in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by SJCOE/Sky Mountain and/or SJCOE/Sky Mountain's employees or agents.

    2. BE IT FURTHER AGREED the DISTRICT agrees to defend, indemnify and hold harmless SJCOE/Sky Mountain, its Board of Trustees, employees and agents from any and all liabilities, claims, demands, costs and damages (including attorney's fees and litigation costs) arising in any way out of DISTRICT'S negligence or willful misconduct in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by DISTRICT and/or DISTRICT'S employees or agents.

    3. This section shall survive the termination of this Agreement.

2. FORCE MAJEURE. Notwithstanding any language herein to the contrary, neither party shall be liable for any failure in the performance of this agreement when such failure is due to causes beyond its reasonable control, including but not limited to natural disasters, floods, fires, severe weather, acts of God, government orders or any other force majeure event.

3. INSURANCE

    1. SJCOE/Sky Mountain and DISTRICT both mutually agree that each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence, $2,000,000 general aggregate, $1,000,000 automobile liability, and Workers' Compensation coverage as required by applicable law. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.

4. Non-Assignment. This MOU may not be transferred or assigned without the express written consent of SJCOE/Sky Mountain.

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1. Neither party shall assign this MOU and any attempt to do so shall be void and have no effect.
2. This MOU shall insure to the benefit of and be binding upon the parties hereto and their representatives, heirs, successors and assigns.
3. This MOU may not be modified, altered or changed, except in writing signed by the parties. No waiver of any term, condition or covenant of this agreement shall be presumed or implied. Any such waiver must be expressly made in writing by the party waiving the term, condition or covenant.
4. This MOU constitutes the sole and only agreement between DISTRICT and SJCOE/Sky Mountain concerning the subject matter herein. Any prior or other agreements or representations between DISTRICT and SJCOE/Sky Mountain regarding those matters are null and void unless expressly set forth in this MOU.

5. Nondiscrimination
    1. DISTRICT shall not discriminate against or deny any otherwise eligible pupil from participation in this program on account of race, creed, color, sex, national ancestry or ethnic origin.

6. Any term, provision, covenant or condition of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.

7. The parties to this MOU, and each of them, shall bear their own costs, expenses and attorneys' fees incurred in connection with any claims, actions, accusations, demands or appeals of any kind made by the one party against the other party, and each of the parties hereto expressly waives any claim for recovery of any such cost, expense or attorney's fees from the other party.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

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SAN JOAQUIN COUNTY OFFICE OF EDUCATION

SKY MOUNTAIN
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Upon signature, the duty authorized representatives of each party agree to the above statements of understanding.

TRACY CHARTER SCHOOL
CALIFORNIA

BY: Annabelle Lee

TITLE: Principal

DATE: 03/24/2026

COUNTY OFFICE OF EDUCATION
OF SAN JOAQUIN COUNTY,
CALIFORNIA

BY: Tamara Baysinger

TITLE: Director of Outdoor Ed & STEM

DATE: 03/23/2026

BY: Anthony Flores

TITLE: Contract Officer

DATE: 03/24/2026

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Tracy Charter School: Exhibit 1

Dates	Name of School:	Principal's name:	Principal's email:	Grade level attending:	Indicated number of students reserved. Please note that we will be charging for a *minimum of 85%* of registered students.	Cabin leaders will be:
May 10-12	Tracy Charter School	Anabelle Lee	alee@tusd.net	6th	5	High school juniors/seniors

TB AL

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 23, 2026
SUBJECT: **Approve Agreement for Contract Services Between Operation Scholars and Villalovoz School for the 2026 – 2027 School Year**

BACKGROUND: Operations Scholars is dedicated to creating a safe and supportive environment where youth can explore their identity, build character, and achieve their academic and personal goals. Through comprehensive social and emotional counseling, behavioral services, assessments and individualized services, the program empowers diverse learners on their journey toward success. Committed to fostering resilience, self-advocacy, and essential life skills, Operations Scholars empowers students to develop confidence, independence, goal setting skills, and the determination needed to thrive academically and become capable, goal-oriented leaders in an ever-changing world.

RATIONALE: Students who struggle to focus, have experienced trauma, or exhibit negative and disruptive behaviors are considered high-risk and encounter daily challenges. Operation Scholars will implement Tier 2 whole-child approach interventions designed to support student academic, behavioral, social, and emotional needs both within and beyond the classroom including before and after school programs. This service is designed to help students develop skills in stress management, impulse control, behavioral regulation, respect for others, self-discipline, social awareness, focus, goal setting, and other key areas that influence behavior and focus in and outside of the classroom. The services of this program are in alignment with TUSD's LCAP Goals, 1 & #2 of our SPSA, to prepare all students for college and career readiness and to provide a safe and equitable learning environment for all students and staff.

FUNDING: The fees shall not exceed $65,758. Services will be paid for through the District Supplemental and Concentration Funding.

RECOMMENDATION: Approve Agreement for Contract Services Between Operation Scholars and Villalovoz School for the 2026 – 2027 School Year.

Prepared by: Mrs. Marji Baumann, Villalovoz Elementary School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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:

   Operation Scholars will have 1 behaviorist at Villalovoz 5 days per week to implement whole-child approach interventions designed to support student academic, behavioral, social, and emotional needs.

   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 122 DAYS, under the terms of this agreement at the following location Villalovoz.

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

   a. District shall pay $539.00 per DAY, not to exceed a total of $65,758.00. Contractor shall only be paid for work completed to the satisfaction of the District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 11/02/2026, and shall terminate on 05/27/2026.

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 209-830-3331 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:

De'Marieya Nelson
Contractor Signature 09/29/2026

C.E.O / Behaviorist
Title

Contractor Signature

Title

TRACY UNIFIED SCHOOL DISTRICT:

District Authorized Signature

Date

District Supplemental and Concentration Funding
Funding Source

Villalovoz Elementary
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: September 14, 2026
SUBJECT: **Approve Purchase of Baby Grand Piano from Music Exchange Company for the Music Department at Merrill F. West High School Using Prop 28 Funds**

BACKGROUND: The Merrill F. West High School Music Department proposes purchasing a Baby Grand Piano using Proposition 28 funds. Current Piano is outdated, broken or missing parts. Music performance is a central part of meeting the California Visual and Performing Arts standards through Anchor Standard 6 in presentation for performances and conveying meaning.

RATIONALE: Purchasing high-quality musical instruments for high school students supports advanced music performance, long-term cost savings for committed players, and better sound quality opportunities offered to West High School band students. Functional Instruments help support student achievement and maintain a rigorous, standards-based arts program. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, by providing students with access to high-quality visual and performing arts education.

FUNDING: Merrill F. West High School has met Prop 28 2024-25 waiver requirements for this purchase request. Piano not to exceed $64,000.00.

RECOMMENDATION: Approve Purchase of Baby Grand Piano from Music Exchange Company for the Music Department at Merrill F. West High School Using Prop 28 Funds.

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

MUSIC EXCHANGE

Invoice Number: 68912

1537 HOWE AVE, SUITE 206 SACRAMENTO, CA 95825
916/641-5855 F: 916/641-0182

Purchase Date: SEP 12 2026 Sales Rep: Jeff Gillespie
Purchaser: Merrill F. West High School Email:
Address: 1175 W Lowell Ave
City: Tracy State: CA Zip: 95376
Delivery Date: TBD Phone: Home (209) 830-3370 Cell: ( )

New/Used	Manufacturer	Description	Model	Finish	Serial #	Price
New	Yamaha	Grand	C6X	PE		56,488 —
New	Jansen	Grand Dollie	#6543	Black		1,017 —
New	Jansen	Piano Cover	#J48A	Black		575 —
New	Jansen	Key Cover lock	#205			

$147 Grand $150 00
Delivery Upright $250 00
GP Digital $250 00
Digital $150 00
Stairs

Additional Information:
Includes:
10 yr Factory Warranty
Matching Bench
1 Free Tuning

TRADE INFORMATION

Trade-In Brand			Model
Trade Allowance	(+)	A	
Pay-Off	(-)	B	
The total of A+B=C		C	Check ☐ Cash ☐ CC ☐
In-Home Tuning # Certificate			

Tuner's Name:

Office use only:

Additional Distance		
Sub Total	58629	—
Sales Tax 8.25%	4836	89
TOTAL	63,465	89
Less Trade (C)		
Amount Paid		
Cash Down		
Balance		
C.O.D.		
Amount Financed Subject to Credit Approval		

DEPOSIT REQUIRED ON ALL ORDERS. NO REPRESENTATION OR AGREEMENT NOT HEREIN STATED HAS BEEN MADE. NOT SUBJECT TO CANCELLATION. ADDITIONAL TERMS AND CONDITIONS ON BACK OF INVOICE.

DELIVERY ADDRESS (if different than above)
Name: Phone:
Address: City: State: Zip:

Buyer: You are entitled to a copy of this agreement at the time you sign it.
By: X Date:
Approved by: X

Delivery Instructions:
C.O.D. Amount:
Delivery Date:
Nearest Cross Street:
Stairs: ☐ Yes ☐ No C.O.D.: ☐ Yes ☐ No

SOURCE: SALES REP:
☐ MAILER ☐ NP ☐ YP
☐ WEBSITE ☐ INTERNET ☐ REF
☐ SIGN ☐ RADIO ☐ OTHER

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 1, 2026
SUBJECT: **Ratify Agreement for Special Contract Services between Quest Science Center and North School for the 2026-2027 School Year**

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

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

FUNDING: The cost not to exceed $2000, will be paid out of Title I Funds.

RECOMMENDATION: Ratify Agreement for Special Contract Services between Quest Science Center and North School during the 2026-2027 School Year.

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

Engineering Explorations Event Contract

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

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

1. School/Organization Information

School/Organization Name: North School TUSD
School District (if applicable): Tracy Unified School District

Contract Contact	Event Coordinator (if different)
Name: Jill Terry	Name:
Email: jterry@tusd.net	Email:
Phone Number: 209-969-3849	Phone Number:

2. Event Details

Date: 10/15/26 Start Time: 4:45 pm End Time: 6:45 pm
Address: 2875 Holly Drive Tracy, CA 9537
Estimated Number of Attendees: 400

3. Quest Science Center Event Responsibilities

Quest Science Center agrees to provide the following:

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

4. School/Organization Event Responsibilities

North School TUSD agrees to provide the following:

- A large, indoor event space (e.g., auditorium or gym) with no simultaneous events. Access to the space should be available 1.5 hours before the event for setup and 1 hour after for breakdown.
- 2-4 tables per activity (~32 total)

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

5. Payment Responsibilities

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

6. Cancellations and Date Changes

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

7. Program Details and Attendance Limit

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

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

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

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

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

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

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

Signature: _____
Name and Title: _____
Date: _____
Phone Number: _____

Quest Science Center

Signature: Michael O. Mosby
Name and Title: Michael Mosby, Executive Director
Date: 8/12/26
Phone Number: 925-784-1731

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 13, 2026
SUBJECT: **Approve Purchase of Drum Line Equipment to Support the Music Program at Tracy High School Using Proposition 28 funds (2024-2025 SY)**

BACKGROUND: The Tracy High School (THS) Marching Band, and more specifically the Drumline, has been growing. The number of students who have joined the group continues to increase. Further growth is anticipated. The amount of Drumline equipment THS currently has is not adequate to meet the needs associated with this growth. Additionally, as the Band and Drumline continue to grow, there will be an increased demand for the school to participate in competitions to showcase the students' hard work. These competitions also serve as opportunities for students to demonstrate their prowess as they attempt to build their resume and catch the 'eye' of university recruiters for Marching Band and Drumline.

RATIONALE: The Marching Band and Drumline teams at THS play a pivotal role in developing character, commitment, and disciplined habits in our students. Additionally, students that participate in extracurricular activities, like Marching band and Drumline, demonstrate a strong correlation with improved student outcomes. The number of students enrolling and participating in these teams has been growing and is expected to continue growing in the coming years. Preparing for this growth by purchasing equipment will ensure future students will be able to excel in this field. This aligns with Strategic Goal #1 (Preparing all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers).

FUNDING: THS School requests the purchase of these items using Proposition 28. Expenses should not exceed $55,000.

RECOMMENDATION: Approve Purchase of Drum Line Equipment to Support the Music Program at Tracy High School Using Proposition 28 funds (2024-2025 SY).

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

Main Street Music

45 W. 10th Street
Tracy CA 95376

(209) 835-1125

PROPOSAL

PROPOSAL	DATE
773488	01/09/2026 12:00a
ACCT	**EMPL ID**
669	JAKE
PO	**EXPIRES**
	12/01/2026

Bill To: Attn: RENNER TOM
Tracy Joint Union High School
315 East 11th Street
Tracy CA 95376

H(209)830-3360
C(209)830-3361

QTY	SKU#	DESCRIPTION	PRICE EA	TOTAL
1	210C019	OnBoard Auxilary Podium 42"	1649.00	1649.00
100	0937121	WENGER STUDENT CHAIRS BLACK FRAME	103.00	10300.00
4	127A261	WENGER CHAIR AND MOVE CART	569.00	2276.00

SUBTOTAL	14225.00
Freight/hand	2200.00
Sales Tax	1173.56
TOTAL	17598.56

Main Street Music

45 W. 10th Street
Tracy CA 95376

(209) 835-1125

PROPOSAL

PROPOSAL	DATE
775229	01/29/2026 12:00a
ACCT	**EMPL ID**
669	JAKE
PO	**EXPIRES**
	11/01/2026

Bill To: Attn: RENNER TOM
Tracy Joint Union High School
315 East 11th Street
Tracy CA 95376

H(209)830-3360
C(209)830-3361

QTY	SKU#	DESCRIPTION	PRICE EA	TOTAL
1	LU2MB20B5W19540	LUDWIG 14X20 MARCHING BASS DRUM ULTIMATE SERIES 2 GREEN SPARKL	1349.00	1349.00
1	LU2MB18B5W19541	LUDWIG 14X18 MARCHING BASS DRUM ULTIMATE SERIES 2 GREEN SPARKL	1299.00	1299.00
1	LU2MB24B5W19539	LUDWIG 14X24 MARCHING BASS DRUM ULTIMATE 2 SERIES GREEN SPARKL	1399.00	1399.00
1	LU2MB22B5W19544	LUDWIG 14X22 MARCHING BASS DRUM ULTIMATE SERIES 2 GREEN SPARKL	1349.00	1349.00
1	LU2MB26B5W19545	LUDWIG 14X26 MARCHING BASS DRUM ULTIMATE SERIES 2 GREEN SPARKL	1399.00	1399.00
1	LU2MB16B5W19546	LUDWIG 14X16 MARCHING BASS DRUM ULTIMATE 2 SERIES GREEN SPARKL	1199.00	1199.00
4	LU2MS24B5W19542	LUDWIG 12X14 MARCHING SNARE ULTIMATE 2 SERIES GREEN SPARKLE	1199.00	4796.00
4	LU2MT6802W19543	LUDWIG MARCHING SEXTET ULTIMATE SERIES 2 GREEN SPARKLE	3449.00	13796.00
6	RMLEB	RMAY E POSTO BASS CARRIER	359.00	2154.00
4	RMLEQ	RMAY E POSTO TENOR CARRIER ULT	359.00	1436.00
4	RMLES	RMAY E POSTO SNARE CARRIER ULT	329.00	1316.00

PREVIOUS SKU'S RMABSS, RMABSQ, & RMABSB CHANGED TO RMLEB, RMLEQ, & RMLES BY MANUFACTURER. OTHERWISE SAME EXACT PRODUCT.

Custom color marching drums are made upon order. ETA can range 8-12 weeks upon order.

09/28/2026 Mon 3:03p JAKE

SUBTOTAL	31492.00
Freight/hand	3000.00
Sales Tax	2598.09
TOTAL	37090.09

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 13, 2026
SUBJECT: **Approve Agreement for Special Contract Services with Educational Plan Support Services, LLC, for Consulting and Support Services on the District LCAP**

BACKGROUND: Governing Board approval is requested to contract for consulting and support services on the Tracy Unified School District's yearly Local Control and Accountability Plan (LCAP). The District's Director of Continuous Improvement, State and Federal Programs is responsible for all aspects of the TUSD LCAP – developing, updating, data-gathering, reporting, working with stakeholder groups, monitoring for adherence and financial solvency. The LCAP is a complex series of documents with strict timelines and reporting requirements that must meet State requirements and is currently required to be formally updated and submitted to the State twice yearly. In order to ensure that all of these requirements are met in a timely manner, the District is requesting to contract with Educational Plan Support Services, LLC (EPSS), to help support, navigate and advise District staff on all of these requirements and deadlines.

RATIONALE: As the LCAP is the main funding/revenue Plan for the District, it is critical that the District leverage the expertise of Educational Plan Support Services. The reporting requirements for both LCAP writing and mid-year reviews continue to evolve. Contracting with EPSS will allow the District to draw on the experience of EPSS to include all newly identified requirements into the LCAP revisions. In doing so, the District is in a strong position to maximize the ongoing revenues received.

The services provided will be as follows:

- Provide direct support to the Project Leader as a thought partner as requested in development of the 2026-27 LCAP Mid-Year Report.
- Provide direct support to the Project Leader as a thought partner as requested in completion of the 2027-28 LCAP including the transition to the required three-year

template inclusive of all requirements of Education Code Article 4.5 Local Control and Accountability Plans and the Statewide System of Supports [52059.5 – 52077] as applicable.

- Create resources to support the Project Leader in the completion of the 2027-28 LCAP.
- Review and provide feedback to TUSD on the 2027-28 LCAP in accordance with Education Code Article 4.5 Local Control and Accountability Plans and the Statewide System of Supports [52059.5 – 52077] as requested by TUSD.
- Adhere to any timelines mutually agreed upon between TUSD and EPSS

This agenda 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 $17,000.00 for the remainder of the 2026-2027 school year (through June 30, 2027). The costs will be paid out of District LCAP Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Educational Plan Support Services, LLC, for Consulting and Support Services on the District LCAP.

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

Educational Plan Support Services

QUOTE

9657 Alhambra Avenue, Stockton, CA 95212
educationplanss@gmail.com

Date: 10/1/2026

Expiration Date: 11/1/2026

To:
Michael Bunch, Ed.D., CBO
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376

Consultant:	Service:	Payment terms	Due date
Stephanie Hitchcock	LCAP Resource and Support	Net 30	TBD

Qty	Description	Unit price	Line total
5 Hours	Consultation and coaching specific to the needs of the LCAP Project Leader to complete the 2026-27 LCAP Mid-Year Report	$200.00	$1,000.00
80 Hours	Consultation and coaching specific to the needs of the LCAP Project Leader to complete the 2026-27 LCAP. This includes in-person and virtual meetings, phone and email correspondence	$200.00	$16,000.00
		Subtotal	17,000.00
		Sales Tax	0.00
		Total	17,000.00

Quotation prepared by:

Payment due upon completion of Services and upon submission of a formal Invoice for Services rendered.

To accept this quotation, sign here and return: _____

Thank you for your business!

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 Educational Plan Support Services, 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 direct support to the Project Leader as a thought partner as requested in development of the 2026-27 LCAP Mid-Year Report; Provide direct support to the Project Leader as requested in completion of the 2027-28 LCAP including the transition to the required 3-year template inclusive of all requirements of Ed. Code Article 4.5 LCAP and the Statewide System of Supports [52059.5 – 52077]; Create resources; Review and provide feedback to TUSD on the 2027-28 LCAP in accordance with Education Code Article 4.5

   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 85 HOURS, under the terms of this agreement at the following location Tracy Unified School District Offic.

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 $200.00 per HOUR, not to exceed a total of $17,000.00. 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 10/01/2026, and shall terminate on 06/30/2027.

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

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

7. Contractor shall contact the District's designee 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:

Brandon Hitchcock
Contractor Signature 10/13/2026

Owner
Title

Contractor Signature

Title

TRACY UNIFIED SCHOOL DISTRICT:

District Authorized Signature

Date

01-0709-0-1110-1000-5800-800-2744
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: October 12, 2026
SUBJECT: **Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2026-2027 School Year**

BACKGROUND: The Governing Board of each school district and county office of education shall establish and adopt a written Parent and Family Engagement Policy and Program for all schools in the district that receive funds under Title I, Part A of the ESEA, as amended by the ESSA. In addition, each *school* served under this Part shall jointly develop with, and distribute to, parents and family members of participating children, a written School Parent and Family Engagement Policy. This Policy shall be agreed upon by such parents and updated periodically to meet the changing needs of parents and the school. The Policy shall be reviewed and updated annually with each school site's parent groups and then submitted to the District's Governing Board for approval.

RATIONALE: The school-level Parent and Family Engagement Policy shall describe how each school shall carry out the following requirements:

- Convene an annual meeting, to which all parents of participating children shall be invited and encouraged to attend, and to the extent practicable, in a language such parents understand, explaining Title I, Part A, and what it means to the school and families.
- Provide a description and explanation of the curriculum in use at the school, the forms of academic assessments used to measure student progress, and the achievement levels of the challenging State academic standards.
- Provide materials, assistance, and training to staff and to parents, as appropriate, in understanding such topics as the challenging State academic standards, State and local academic assessments, and how to monitor a child's progress and work with educators to improve the achievement of their children.
- Each school served under Title I, Part A shall jointly develop with parents, a school-parent compact that outlines how parents, the entire school staff, and students will share in the responsibility for improved student academic achievement and the means by which the

school and parents will build and develop a partnership to help children achieve the State's high standards.

Each Title I School's Parent and Family Engagement Policy is included here for Governing Board review.

FUNDING: There is no cost associated with this Agenda item. However, each Title I school site has required Title I "set aside" funding, specifically earmarked for Parent and Family Engagement Activities, Programs and Outreach.

RECOMMENDATION: Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2026-2027 School Year.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 1, 2026
SUBJECT: **Approve Agreement for Contract Services with San Joaquin County Office of Education for the Artist in Schools Program at Art Freiler School for the 2026-27 School Year**

BACKGROUND: The Artist-in-Schools Program is provided by the San Joaquin County Office of Education, The program will provide several artists who will work with student's 2nd and 4th grade for three sessions for eleven weeks. Students will learn basic art concepts and carry out various art projects along with dance.

RATIONALE: In the past we have been fortunate enough to have the San Joaquin County office of Education, Artist-in-Schools Program provide our students with an opportunity to learn about art in a new way. This program was a wonderful success. Students and teachers were very pleased with not just the art but with the full lessons presented during the art classes. Many students do not get the opportunity to use art in their homes or to go to museums. Opening their eyes to art is vital and increases their use of language in a meaningful context. The instruction builds on verbal skills and increases students' vocabulary. The art process helps to promote skills such as paying attention to details, critical thinking, reasoning, creativity, and improving visual and spatial acuity. This supports Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers,

FUNDING: The cost, not to exceed $3,300, will be paid from Prop 28 funds.

RECOMMENDATION: Approve Agreement for Contract Services with San Joaquin County Office of Education for the Artist in Schools Program at Art Freiler School for the 2026-27 School Year.

Prepared by: Maureen Riley, Principal, Art Freiler School.

MEMORANDUM OF UNDERSTANDING
(Art Freiler School/Patti)

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and **Art Freiler School** for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and **Art Freiler School**, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for **Art Freiler School** to:
1) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site.
2) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes.
3) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline.
4) Expedite timely payment to SJCOE. Artists-in-Residence, **Patti Johnson** who are temporary employees of SJCOE, will provide instruction per the following Terms of Agreement.

Each session should be approximately 45-60 minutes. Lower grade levels or scheduling conflicts may reduce the session time. The school site liaison provides the daily schedule from dates assigned by SJCOE. **Sessions must be scheduled consecutively without extended breaks.**

II. TERM OF AGREEMENT

Services by SJCOE will begin: **November 6, 2026, and will continue on the following dates. See quote.**

Number of classes: **3 Classrooms, 11-week sessions**

Staff Contact at site: **Jennifer Delucchi, 209-830-3309, jdelucchi@tusd.net**

Artist Contact: **See quote for artist's contact information.**

This employment is temporary in nature and may be terminated by San Joaquin County Office of Education at any time.

III. COMPENSATION

In consideration of the services provided, **Art Freiler School** will pay SJCOE the sum of **$3,300.00.**

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artists-in-Residence for a period of one year after this assignment expires.

~~Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? ☐ Yes ☐ No N/A~~

~~If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐ Yes ☐ No N/A~~

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause. All professional and/or personal videography, photography and audio taping is strictly prohibited unless prior written consent is obtained from the San Joaquin County Office of Education.

V. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

INDEMNIFICATION

(a) The San Joaquin County Office of Education agrees to hold the Tracy Unified School District, its officers, agents, and employees harmless and defend against any and all claims and liabilities arising out of SAN JOAQUIN COUNTY OFFICE OF EDUCATION'S negligence in performance and operations under this Memorandum of Understanding.

(b) The SAN JOAQUIN COUNTY OFFICE OF EDUCATION will defend and indemnify the TUSD against all claims, demands, and liability for damages for death or bodily injury to persons or for injury to property arising out of or connected with the services to be provided under this MOU. This obligation to defend and indemnify the TUSD will be in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SAN JOAQUIN COUNTY OFFICE OF EDUCATION.

INSURANCE

The San Joaquin County Office of Education shall provide and maintain:

(a) Liability Insurance: SAN JOAQUIN COUNTY OFFICE OF EDUCATION shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00), combined single limit per occurrence providing damage liabilities. A separate additional insured endorsement (CG 2026 or its direct equivalent) shall be endorsed to include the TUSD and its Governing Board, its Officers, its Agents, Employees and its Volunteers as additional named insured in the policy. It is agreed that the insurance provided by SAN JOAQUIN COUNTY OFFICE OF EDUCATION is endorsed as primary insurance coverage to any similar insurance or self-insurance carried by TUSD.

(b) Workers' Compensation: If SAN JOAQUIN COUNTY OFFICE OF EDUCATION employs any person to perform work in connection with this MOU, SAN JOAQUIN COUNTY OFFICE OF EDUCATION agrees to provide workers' compensation insurance for SAN JOAQUIN COUNTY OFFICE OF EDUCATION'S employees and agents and agrees to hold harmless, defend and indemnify TUSD for any and all claims arising out of injury, disability, or death of any of SAN JOAQUIN COUNTY OFFICE OF EDUCATION'S employees or agents, including if the loss, damage or expense arises out of the sole or active negligence of the TUSD.

(c) Sexual Molestation Coverage limits of One Million Dollars ($1,000,000.00) combined single limit per occurrence and $2,000,000 aggregate with endorsements for the named additional insureds TUSD, its Governing Board, Officers, Agents, Employees, and Volunteers are required.

(d) The SAN JOAQUIN COUNTY OFFICE OF EDUCATION'S policy shall contain a contractual liability endorsement extending coverage to include the liability assumed by the hold harmless and indemnification provisions in this MOU between the TUSD and the SAN JOAQUIN COUNTY OFFICE OF EDUCATION. The contractual liability coverage or endorsement required by this MOU, shall encompass and cover all indemnification and hold harmless obligations of the SAN JOAQUIN COUNTY OFFICE OF EDUCATION as set forth in this MOU.

(e) SAN JOAQUIN COUNTY OFFICE OF EDUCATION shall furnish TUSD Certificates of Insurance and additional insured endorsements evidencing the coverage specified under this MOU before work commences and further specifying that said insurance shall not be canceled without thirty (30) days prior notice to the TUSD.

Art Freiler School
2421 W. Lowell Ave, Tracy CA 95377

SANDRA WENDELL, COORDINATOR **Date**
ARTISTS-IN-SCHOOLS

Date

CONTRACTING OFFICER **Date**
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 15, 2026
SUBJECT: **Approve Agreement for Contract Services between Generation Genius, and George Kelly Elementary School to Provide the Generation Genius Learning Site license in Math, Science and ELA for the 2026-2027 School Year**

BACKGROUND: Generation Genius is an educational platform that provides engaging, standards-aligned science and math resources for K-8 students. The program includes instructional videos, lesson plans, activities, reading materials, and assessments designed to support classroom instruction, increase student engagement, and reinforce key academic concepts aligned with state and national standards.

RATIONALE: Generation Genius aligns with District Goal 1 and School Goal 1 by strengthening students' critical-thinking, problem-solving, and mathematical reasoning skills needed for high school success and future college and career opportunities. Our preliminary 2025-2026 CAASPP data shows strong growth in mathematics, particularly in 6th and 8th grades, with over 50% of 6th grade students and more than 40% of all students scoring at the Advanced or Proficient levels. As growth in math continues to be a schoolwide focus, Generation Genius will support continued growth and help ensure students are prepared for rigorous high school coursework in Math and Science.

FUNDING: The cost not to exceed $2,395. This cost will be paid from George Kelly's Site funds.

RECOMMENDATION: Approve Agreement for Contract Services between Generation Genius, And George Kelly Elementary School to Provide the Generation Genius Learning Site license in Math, Science and ELA for the 2026-2027 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Generation Genius, 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:

   Access to a a standards-aligned digital learning platform that provides engaging science and math videos, lesson plans, quizzes, and hands-on activities to support classroom instruction and enhance student learning outcomes.

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

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

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

   a. District shall pay $2,395.00 per FLAT RATE, not to exceed a total of $2,395.00. Contractor shall only be paid for work completed to the satisfaction of the District through the termination date of this agreement.

   b. District SHALL 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 10/27/2026, and shall terminate on 10/27/2027.

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 209-830-3390 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Bryan Caplin
Contractor Signature 10/19/2026

CRO
Title

Contractor Signature

Title

TRACY UNIFIED SCHOOL DISTRICT:

District Authorized Signature

Date

01-3010-0-1110-1000-5800-260-3002
Funding Source

Kelly School
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: October 14, 2026
SUBJECT: **Approve Purchase of New LED Scorer's Table for Kimball High School Athletic Complex Main Gym**

BACKGROUND: Kimball High School is requesting the purchase of a new LED scorer's table for the Athletic Complex main gym. The LED display allows for customized graphics, including school branding, player graphics, sponsor advertisements, announcements, and other approved content through a rotating slideshow. The table would primarily be used for basketball, volleyball, and wrestling, but could also be utilized for signing days, banquets, orientations, awards ceremonies, and other school and community events.

RATIONALE: The LED scorer's table would significantly enhance the appearance and atmosphere of our gymnasium and provide Kimball High School Athletics with an ongoing revenue-generating opportunity. Advertising space could be sold to local businesses and community partners, providing sponsors with exposure during athletic contests and other events. We could also offer families the opportunity to purchase approved messages or photos to be displayed. This purchase would therefore serve as more than an equipment upgrade. It would be an investment in our athletic program. Revenue generated through advertising and other approved displays could help offset the initial purchase price, with the goal of eventually recovering the cost of the table and generating additional revenue to support Kimball High School Athletics in future years.

FUNDING: The total cost of the 16-foot LED scorer's table is approximately $19,000. Kimball High School Athletics has already secured a generous $7,000 parent donation, reducing the remaining cost to approximately $12,000. We are also pursuing additional contributions from local businesses and community partners that have expressed potential interest in helping fund the purchase. Any remaining balance after donations and sponsorship contributions would be paid for through Kimball High School Athletics funds. No additional district funding is being requested for this purchase.

RECOMMENDATION: Approve Purchase of New LED Scorer's Table for Kimball High School Athletic Complex Main Gym.

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

Sideline Interactive
PO Box 2413
Stafford, TX 77497
(832) 786-0302
www.sidelineinteractive.com

QUOTE

Valid Till:
Quote Number: Q19664A
Sales Person: Jason Lamb
jason@sidelineinteractive.com

BILL TO
Kimball High School

Tracy, California ,

SHIP TO

3200 jAGUAR RUN
Tracy, California, 95377

#	Product Details	Qty	Price	Promo	Total
1	**16ft Table LED-TB** SLSTPL16-TB 16ft PRO-LED Scorer's Table 4mm LED pixel pitch 20% better than 4.8mm, 25% better than 5mm, 33% better than 6mm Custom Graphics Package for Basketball, Volleyball, Wrestling Includes built-in media player with Set and Run capability Advertising slideshow with player graphics, graphics Custom Graphics Package for Basketball, Volleyball, Wrestling 5 Year Parts Warranty on Table Frame and LED Panels 1 Year Parts Warranty on all other components Premium hardwood construction with laminate countertop Safety pads in custom colors Heavy duty mask protection for displays Over 900 NITS brightness and 16 million colors	1	$ 15,999.00	$ 0.00	$ 15,999.00
2	**Clear Possession Arrow** SL-ACClearPoss Clear LED Possession Arrow for Basketball	1	$ 0.00	$ 0.00	$ 0.00
3	**ship8-z5- CA DE MN NJ NY** ship8-zone5	1	$ 1,680.00	$ 0.00	$ 1,680.00
				For Tax Exempt Customers	**$ 17,679.00**
				Tax	$ 1,370.12
				For Non Tax Exempt Customers	**$ 19,049.12**

NO INTEREST FINANCING:
FOR ORDERS OVER $7,000, you may qualify for no-interest financing over two budget years. Financing is only available to public schools and qualified private schools. Contact your sales person to learn more.

Terms and Conditions
Quotes are valid for 30 days from date of quote. Purchase Order or other authorized forms on organization letterhead required for start of production. Payments due 30 days from receipt of products. 1.5% monthly finance charge for all payment past 30 days. Sales Tax will be collected until Organization is verified to be tax-exempt. This Agreement and Quote shall governed by the laws of the County of Fort Bend in the State of Texas. It will be be deemed to have been executed in the State of Texas and will be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts or choice of law provisions.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 7, 2026
SUBJECT: **Approve Agreement for Special Contract Services with San Joaquin County Office of Education to Provide LETRS Early Literacy Training for 39 TUSD Educators**

BACKGROUND: Tracy Unified School District (TUSD) has identified a key initiative to ensure each student is reading at or above grade level by the conclusion of the third grade. To achieve this goal, it is imperative that students receive high-quality Tier 1 reading instruction and have access to a Multi-Tiered System of Support (MTSS) that provides additional time and resources when needed to develop reading proficiency. San Joaquin County Office of Education, in partnership with Lexia Learning, is providing Lexia LETRS early literacy instruction training to teachers across multiple school districts in San Joaquin County. LETRS training is designed to provide teachers the practical knowledge and skills to teach speech sounds, phonics, decoding, vocabulary, reading comprehension, and writing at an advanced level. The skills and practices learned through LETRS training are evidence-based and multiple independent studies have proven these skills and practices to lead to significantly higher levels of learning for students.

RATIONALE: 37 teachers and 2 administrators will participate in this training. TUSD has identified "ensure each student achieves grade-level reading proficiency by the conclusion of 3rd grade." Teachers participating in this training will develop the skills and practices needed to achieve the goal of this key initiative. Additionally, this training aligns with District Strategic Goal #1: Prepare all student to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Total cost is $76,437. Funding will be provided by LCFF funds and aligns to LCAP action service 1.6.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Office of Education to Provide LETRS Early Literacy Training for 39 TUSD Educators.

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

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

Partnership Agreement for LETRS Professional Learning

The following Memorandum of Understanding (MOU) for Language Essentials for Teachers of Reading and Spelling (LETRS) professional learning is approved and entered into as of the twenty-first day of August, 2026, between the following parties: San Joaquin County Office of Education (SJCOE), hereinafter referred to as "the Lead Organization," and Tracy Unified School District hereinafter referred to as "the Partner Organization."

The Lead Organization and the Partner Organization mutually agree to the following terms and conditions for the 2026-2027 school year for the LETRS Early Childhood Cohort and LETRS Administrator Cohort and the 2026-2028 school years for the LETRS K-5 Cohort.

Scope of Work

Term	LETRS Cohort	Fee/Participant	Participant	Subtotal
2026-2027	LETRS Early Childhood	$663.00	7	$4,641.00
2026-2027	LETRS Administrators	$1,848.00	2	$3,696.00
2026-2028	LETRS K-5	$2,270.00	30	$68,100.00
		Total	$76,437.00	

Terms of Agreement

This MOU outlines the partnership between the Lead Organization and the Partner Organization to provide professional learning on LETRS training for educators. Both parties agree to work collaboratively to ensure successful implementation of the training program. This MOU shall commence on August 21, 2026, and shall remain in effect through June 30, 2028. Any amendments to this MOU must be agreed upon in writing by both parties.

Responsibilities

1. **Lead Organization Responsibilities:**

   a. Funding and Program Coordination: Provide initial funding for the LETRS training program. This includes covering the costs for materials, training facilitators, facilities, and access to the online platform for the first cohort of educators.

   b. Administrative Support: Manage all administrative aspects of the program,

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including participant registration, communications, and scheduling. The Lead Organization will also be responsible for coordinating with LETRS trainers and ensuring that all training materials are distributed to participants in a timely manner.

c. Ongoing Technical Support: Offer technical assistance to educators during the training process, helping them access the LETRS platform, troubleshoot any issues, and provide guidance on program logistics.

d. Invoicing and Reimbursement: Invoice the Partner Organization after registration. The Partner Organization will reimburse the Lead Organization based on the number of educators enrolled in the training, with the amount determined by the total program costs divided by the number of participants.

e. Communication: Maintain regular communication with the Partner Organization on participant progress in coursework and in attendance.

2. **Partner Organization Responsibilities:**

a. Commitment to Training: The Partner Organization will select and commit a designated number of educators to participate in the LETRS training. The Partner Organization will ensure that these educators are available to complete all modules of the program within the agreed-upon timeframe. In support of full participation and completion, the Partner Organizations is encouraged to establish a formal agreement between it and each participating educator that outlines expectations related to attendance, engagement, and timely completion of coursework. A letter of commitment template is available upon request from the Lead Organization to assist with this process.

b. Financial Reimbursement: Upon receiving an invoice from the Lead Organization, agree to reimburse the Lead Organization based on the number of educators enrolled in the training, with the amount determined by the total program costs divided by the number of participants. Reimbursement will occur within **30 days** of receiving the invoice.

c. Communication: Provide a district point of contact to Teka Sims (tsims@sjcoe.net) and Lindsey Robinson (lrobinson@sjcoe.net) for any updates or concerns.

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

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Certification of Non-Employee Status

21. SJCOE certifies that at all times, SJCOE is acting as an independent contractor and not as an 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 this agreement.
22. 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.

a. **Is the proposed CONTRACTOR/CONSULTANT an employee of the SJCOE? • Yes • No**

b. **Have you or any of your employees previously been employed by the SJCOE? • Yes • No**

c. **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**

   i. **If yes, which system? (CalPERS) • (CalSTRS) •**

d. **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**

   i. **If yes, which system? (CalPERS) • (CalSTRS) •**

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

By signing below, these parties acknowledge that they have read, understood, and agree to the terms of this Memorandum of Understanding.

SIGNATURES OF AUTHORIZED REPRESENTATIVES

San Joaquin County Office of Education

Kristin Ward, Director of Language & Literacy

09/21/2026
Date

Anthony Flores, Division Director of Operations

09/22/2026
Date

Tracy Unified School District

Stephen Theall, Director, Professional Learning & Curriculum

Date

Tania Salinas, Associate Superintendent for Business Services

Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 7, 2026
SUBJECT: **Ratify Agreement with Lauren Koury to Provide Water Safety Training for Physical Education Teachers**

BACKGROUND: Tracy Unified School District Physical Education Teachers and Aquatic Coaches participate in semi-annual water safety training to ensure a safe environment during Physical Education swimming units and athletic competition.

RATIONALE: Tracy Unified School District originally approved an agreement with the City of Tracy to provide water safety training on August 20, 2026. After this approval, the City of Tracy was no longer able to provide training on this date. In an effort to maintain the same training date for teachers and not disrupt Physical Education units and training for athletic coaches an agreement was reached with Lauren Koury of Ripon Aquatics to provide this training on the same date. This training was provided on August 20, 2026, to Physical Education teachers and aquatic coaches.

FUNDING: Funding will be paid through General Fund. TUSD will pay a flat rate of $100 per participant, not to exceed $1,500. TUSD will also reimburse mileage for teachers driving their personal vehicles to and from Merrill F. West High School.

RECOMMENDATION: Ratify Agreement with Lauren Koury to Provide Water Safety Training for Physical Education Teachers.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Lauren Koury, 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:
   Water safety training for Physical Education teachers.

   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 1 DAYS, under the terms of this agreement at the following location West 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 $100.00 per FLAT RATE, not to exceed a total of $1,500.00. 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 08/19/2026, 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 209-830-3232 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

   b. Contractor WILL 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:

Lauren Koury
Contractor Signature 08/19/2026

American Red Cross Instructor (LGI)
Title

Contractor Signature

Title

TRACY UNIFIED SCHOOL DISTRICT:

District Authorized Signature

Date

General Fund
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: October 14, 2026
SUBJECT: **Approve Agreement between Valley Community Counseling and Tracy Unified School District for Services at Various Schools during the 2026-2027 SY**

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges posing barriers to their academic performances and overall well-being. Social and emotional interventions in the school setting are necessary for students to access in order to be academically successful.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Valley Community Counseling to provide school-based mental health counseling to ten (10) school sites: Bohn Elementary, Central Elementary, Freiler School, Kelly School, Monte Vista Middle School, North School, Poet School, Villalovoz Elementary, Williams Middle School and West High. This effort is 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; and Goal #3: Apply fiscal operational and community resource to ensure a safe learning environment that supports staff and students.

FUNDING: There is no cost associated with these services.

RECOMMENDATION: Approve Agreement between Valley Community Counseling and Tracy Unified School District for Servies at Various Schools during the 2026-2027 SY.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

EXHIBIT A

Valley Community Counseling Schools Supported during the 2026-2027 School Year

- Bohn Elementary School
- Central Elementary School
- Freiler School
- Kelly School
- Monte Vista Middle School
- North School
- Poet School
- Villalovoz Elementary School
- West High School
- Williams Middle School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Valley Community Counseling Services, 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:

   VCCS will place School-Based Counselors (SBCs) at selected TUSD sites to provide free mental health counseling and skill-building through supervised graduate internships. SBCs will receive licensed clinical supervision, maintain VCCS liability coverage, follow confidentiality, documentation, and ethical standards, and coordinate with school personnel. If services discontinue, VCCS will provide at least two weeks' notice and ensure appropriate termination or transfer of student services.

   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 8,000 HOURS, under the terms of this agreement at the following location Specific Sites per Exhibit A.

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

   a. District shall pay $0.00 per FLAT RATE, not to exceed a total of $0.00. Contractor shall only be paid for work completed to the satisfaction of the District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 11/02/2026, 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:

Stacie Clark, LMFT
Contractor Signature 10/14/2026

Deputy Director
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: September 30, 2026
SUBJECT: **Approve Agreement Between Community Medical Centers (CMC) and Stein High School and Duncan Russell Community Day School for School Based Mental Health Services during the 2026-2027 School Year**

BACKGROUND: George & Evelyn Stein Continuation High School and Duncan Russell Community Day School seek to partner with Community Medical Centers (CMC) to provide school-based mental health counseling services for students during the 2026-2027 school year. As a continuation high school serving students who may experience academic, attendance, social-emotional, and other barriers that affect progress toward graduation, Stein recognizes the importance of providing accessible student support services on campus. School-based counseling will provide students with direct access to mental health support within a familiar and accessible setting while strengthening the school's existing Multi-Tiered System of Supports. Services will complement Stein's counseling, Wellness Room, social-emotional learning, and student support structures by providing an additional resource for students requiring targeted mental health intervention. The partnership will support Stein's and Duncan Russell's continued efforts to improve student engagement, school connectedness, persistence, and successful completion of high school.

RATIONALE: School-based mental health counseling through Community Medical Centers supports Stein High School's 2026-2027 SPSA and TUSD LCAP Goal 3 (Equity Multiplier) and Duncan Russell's TUSD LCAP Goal 4 (Equity Multiplier) by addressing social-emotional and mental health barriers that can affect attendance, engagement, academic progress, and graduation. Equity Multiplier Action 3.1, Academic and SEL Support and Equity Multiplier Action 4.1 provide Social Emotional and Life Skills identifies counseling and student support as strategies to improve graduation outcomes. Providing on-campus mental health services will strengthen Stein's continuum of support by increasing student access to targeted counseling and intervention. These services will support the school's efforts to improve student engagement, school connectedness, persistence, and successful transition beyond high school. Equity Multiplier funds will be used to provide these services as part of Stein's and Duncan Russell's coordinated approach to improving student outcomes.

FUNDING: The cost, not to exceed $48,000.00, for School-Based Mental Health Services provided by Community Medical Centers will be paid from Equity Multiplier funds in alignment with Stein High School's 2026-2027 LCAP Equity Multiplier Goal 3 in the amount of $35,000.00 and Duncan Russell's 2026-2027 LCAP Equity Multiplier Goal 4 in the amount of $13,000.00.

RECOMMENDATION: Approve Agreement Between Community Medical Centers (CMC) and Stein High School and Duncan Russell Community Day School for School Based Mental Health Services for the 2026-2027 School Year.

PREPARED BY: Mrs. Traci L Mitchell, George and Evelyn Stein High School and Duncan Russell Community Day School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Community Medical Centers, 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 school-based mental health services during the 2026-2027 school year to be held November 1, 2026 to May 27, 2027 at Duncan Russell CDS Contractor will submit a monthly Mental Heal Referral Log and a Student Log. Contractor will ensure that Contractor's Providers must be a Marriage and Family Therapist (MFT), Master of Social Work (MSW) interns, Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), or registered Associate with the Board of Behavioral Sciences (BBS).

   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 160 HOURS, under the terms of this agreement at the following location Duncan Russell CDS.

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

   a. District shall pay $80.00 per HOUR, not to exceed a total of $13,000.00. 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 MONTHLY PROGRESS BASIS and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 11/01/2026, 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 209-830-3395 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:

Gregory Diederich
Gregory Diederich (Oct 13, 2026 19:50:41 PDT)
Contractor Signature

CEO
Title

Contractor Signature

Title

TRACY UNIFIED SCHOOL DISTRICT:

District Authorized Signature

Date

Equity Multiplier
Funding Source

Duncan Russell
Site/Department

Date Approved by the Board

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 Community Medical Centers, 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 school-based mental health services during the 2026-2027 school year to be held November 1, 2026 to May 27, 2027 at Stein High School Contractor will submit a monthly Mental Heal Referral Log and a Student Log. Contractor will ensure that Contractor's Providers must be a Marriage and Family Therapist (MFT), Master of Social Work (MSW) interns, Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), or registered Associate with the Board of Behavioral Sciences (BBS).

   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 450 HOURS, under the terms of this agreement at the following location Stein High School.

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

   a. District shall pay $80.00 per HOUR, not to exceed a total of $35,000.00. 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 MONTHLY PROGRESS BASIS and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 11/01/2026, 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 209-830-3395 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:

Gregory Diederich
Gregory Diederich (Oct 13, 2026 19:50:41 PDT)
Contractor Signature

CEO
Title

Contractor Signature

Title

TRACY UNIFIED SCHOOL DISTRICT:

District Authorized Signature

Date

Equity Multiplier
Funding Source

Stein
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: October 12, 2026
SUBJECT: **Approve Agreement for Special Contract Services with JPN Tutoring for the 2026-2027 School Year**

BACKGROUND: Board approval is requested to contract with JPN Tutoring to provide Wilson Reading System intervention/instruction to one student. This service contract is part of a confidential settlement agreement. The District's Special Education administration would like to contract with JPN Tutoring for the 2026-2027 regular school year and extended school year (ESY).

RATIONALE: 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 extended school year will not exceed $30,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with JPN Tutoring for the 2026-2027 School Year.

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 JPN Tutoring, 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 daily 60 minute virtual session (Wilson Reading System) during the school day, five (5) days per week.

   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 200 DAYS, under the terms of this agreement at the following location Remote Sessions.

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 $150.00 per HOUR, not to exceed a total of $30,000.00. 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 MONTHLY PROGRESS BASIS and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 10/28/2026, and shall terminate on 06/30/2027.

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

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

7. Contractor shall contact the District's designee 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:

Jennifer Nikols
Contractor Signature 10/15/2026

JPN Tutoring Sole Proprietor
Title

Contractor Signature

Title

TRACY UNIFIED SCHOOL DISTRICT:

District Authorized Signature

Date

01650005750111058008002542
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: October 12, 2026
SUBJECT: **Approve Agreement Between Tracy Unified School District and the San Joaquin County Office of Education (SJCOE) for Reimbursement of Student Placement at Midwest Center for Youth and Families**

BACKGROUND: Board approval is requested to reimburse the San Joaquin County Office of Education (SJCOE) for student placement at Midwest Center for Youth and Families. 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: TUSD will pay SELPA the total sum not to exceed $45,855.00 ($285 per day) as reflected in the Midwest Center for Youth and Families Standard Fee Agreement. The Special Education expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Agreement Between Tracy Unified School District and the San Joaquin County Office of Education (SJCOE) for Reimbursement of Student Placement at Midwest Center for Youth and Families.

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 MIDWEST CENTER FOR YOUTH AND FAMILIES STUDENT PLACEMENT

This agreement, executed on July 29, 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 Midwest Center for Youth and Families, 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 Midwest Center for Youth and Families contracted by SELPA, and SELPA desires to provide said payment from July 29, 2026, to Midwest Center for Youth and Families 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 Midwest Center for Youth and Families Standard Fee Agreement for the 26-27 academic year (attached). SELPA will reimburse for quarterly round-trip travel expenses 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 29, 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: 10/07/2026
Marty Remmers, Director
SELPA

By _____ Date: 10-9-26
Anthony Flores, Division Director
Operations

By _____ Date: 10/2/26
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: October 5, 2026
SUBJECT: **Approve Agreement for Contract Services Between Operation Scholars and George Kelly School for the 2026 – 2027 School Year**

BACKGROUND: Operations Scholars is dedicated to creating a safe and supportive environment where youth can explore their identity, build character, and achieve their academic and personal goals. Through comprehensive social and emotional counseling, behavioral services, assessments and individualized services, the program empowers diverse learners on their journey toward success. Committed to fostering resilience, self-advocacy, and essential life skills, Operations Scholars empowers students to develop confidence, independence, goal setting skills, and the determination needed to thrive academically and become capable, goal-oriented leaders in an ever-changing world.

RATIONALE: Students who struggle to focus, have experienced trauma, or exhibit negative and disruptive behaviors are considered high-risk and encounter daily challenges. Operation Scholars will implement Tier 2 whole-child approach interventions designed to support student academic, behavioral, social, and emotional needs both within and beyond the classroom including before and after school programs. This service is designed to help students develop skills in stress management, impulse control, behavioral regulation, respect for others, self-discipline, social awareness, focus, goal setting, and other key areas that influence behavior and focus in and outside of the classroom. The services of this program are in alignment with TUSD's LCAP Goals, 1 & #2 of our SPSA, to prepare all students for college and career readiness and to provide a safe and equitable learning environment for all students and staff.

FUNDING: The fees shall not exceed $110,000.00. Services will be paid for through the California Community Schools Partnership Program (CCSPP) grant.

RECOMMENDATION: Approve Agreement for Contract Services Between Operation Scholars and George Kelly School for the 2026 – 2027 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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:

   Assign Behaviorist(s) to serve George Kelly School. Behaviorist(s) will work with students as needed, will maintain a caseload of students to support behavioral concerns, goal setting needs and behavior-related incidents that occur on campus before, during and after school hours. Services will not be limited to a specific number of students, provided the caseloads are with the manageable capacity

   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 1280 HOURS, under the terms of this agreement at the following location George Kelly School.

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

   a. District shall pay $77.00 per HOUR, not to exceed a total of $98,560.00. Contractor shall only be paid for work completed to the satisfaction of the District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 11/02/2026, 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 209-830-3390 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors, or subcontractors hired or retained by the Contractor are employees, agents, contractors, or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors, 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 10/12/2026

C.E.O / Behaviorist
Title

Contractor Signature

Title

TRACY UNIFIED SCHOOL DISTRICT:

District Authorized Signature

Date

Funding Source

Kelly School
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 31, 2026
SUBJECT: **Ratify Subscription Renewal with DocuSign, Inc. for the 2026-2027 School Year**

BACKGROUND: The Special Education Department would like to renew the yearly subscription with DocuSign Inc. for the 2026-2027 school year.

RATIONALE: Docusign Inc. is an online platform used by Special Education to accommodate parents, teachers, and staff in obtaining a secure and safe online signature or IEP's, meeting notices, amendments, and other documents as needed.

FUNDING: Expenses for 2026-2027 regular school year will not exceed $31,855.00. Special Education expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Subscription Renewal with DocuSign, Inc. for the 2026-2027 School Year.

Prepared by: Jason Davis, Director of Special Education.

Docusign, Inc.
221 Main Street, Suite 800
San Francisco, CA 94105

Offer Valid Through: Nov 2, 2026
Prepared By: Austin Kume
Quote Number: Q-02106533

ORDER FORM

Address Information

Bill To:
Tracy Unified School District
1875 W Lowell Ave,
Tracy, CA, 95376
United States

Billing Contact Name:
Jason Davis
Billing Email Address:
jdavis@tusd.net
Billing Phone:
209-830-3270

Ship To:
Tracy Unified School District
1875 W Lowell Ave,
Tracy, CA, 95376
United States

Shipping Contact Name:
Jason Davis
Shipping Email Address:
jdavis@tusd.net
Shipping Phone:
209-830-3270

Order Details

Order Start Date: Nov 2, 2026
Order End Date: Nov 1, 2027
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Currency: USD

Products

Product Name	Subscription No.	Start Date	End Date	Quantity	Net Price
eSignature Business Pro for State and Local Government - Envelope	SUB-4118572-1	Nov 2, 2026	Nov 1, 2027	5,000	$ 26,100.00
Multi-Channel Delivery	SUB-4118572-1	Nov 2, 2026	Nov 1, 2027	5,000	$ 1,600.00
Premier Support - eSign	SUB-4118572-1	Nov 2, 2026	Nov 1, 2027	1	$ 4,155.00

Grand Total: $31,855.00

Product Details

eSignature Envelope Allowance: 5,000

Overage/Usage Fees

eSignature Business Pro for State and Local Government - Envelope: $7.20
Multi-Channel Delivery: $0.50

Order Special Terms

Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: https://www.docusign.com/legal/terms-and-conditions/msa/pub-sec and the applicable Service Schedule(s) and Attachments for the Docusign Services described herein available online at https://www.docusign.com/legal/terms-and-conditions/msa-service-schedules.

Customer Data uploaded into a Docusign eSignature Government Product will be hosted within Docusign's FedRAMP Moderate authorized boundary. "FedRAMP" means the Federal Risk and Authorization Management Program.

Docusign eSignature Government Products include features and functionality that allow Customers to connect to other Docusign products or to third-party products or services for interoperability purposes. Interoperability refers to multiple computer systems that are connected in a manner that allows them to exchange information. These features are disabled by default but can be enabled by Customer request. Customers may also use "connectors" to connect Docusign eSignature Government Products to other systems to exchange information. For example, a Docusign/Salesforce Connector can be used to connect Docusign eSignature Government Products to a Salesforce product so that information may be exchanged between the two connected systems.

If Customer chooses to connect Docusign eSignature Government Products to any other Docusign product or to any third-party products or services, Customer authorizes Docusign to export Customer Data outside of Docusign's FedRAMP Moderate authorized boundary for the processing and use of Customer Data by Customer, Docusign, and/or such third parties (as applicable). For clarity, where Customers connect Docusign eSignature Government Products with any other products or services (including but not limited to by use of Payments, Comments, Connector or Agreement Action functionality), Docusign disclaims all liability for FedRAMP control compliance or Customer's obligations relating to Customer Data exported from Docusign's FedRAMP Moderate authorized boundary.

If Customer is provisioned a demo or sandbox account (a "Sandbox Account") Customer's use of that Sandbox Account is conditioned on the following: Customer acknowledges and is aware that the Sandbox Account is a demo account and may or may not be within the applicable FedRAMP environment. Customer will not input Controlled Information, Covered

Defense Information, Personally Identifiable Information, or any other sensitive or confidential information in the Sandbox Account during the Term.

Billing Information

Prices shown above do not include any sales, use, value added (VAT), goods and services (GST), and/or any other similar taxes, duties, levies and or charges of any nature that might be imposed or required to be collected (collectively "taxes") by Docusign. Any such taxes are the responsibility of the Customer and will appear on the final invoice(s), as applicable. Taxes are calculated based on the ship-to location listed on your order form.

Invoice(s) for this order will be emailed automatically from invoicing@erp.docusign.com.

Please make sure this email address is on an approved setting or safe senders list, so notifications do not go to a junk folder or get caught in a spam filter.

For U.S. Customers
Is the contracting entity exempt from sales tax?
Please select Yes or No: Yes
Docusign, Inc. uses Avalara's CertExpress to securely collect digital exemption certificates. When selecting "Yes" for tax exemption, a link will be sent to the Bill-To contact listed on this order form to submit your tax exemption certificate through CertExpress.

For other tax exemption requests, please email the applicable tax exemption documentation to taxexempt@docusign.com.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select: Yes

By marking "No", Customer agrees to process payment for any invoices issued pursuant to this Order Form without a PO Number.

If yes, please complete the following information, and attach your PO (if available), and the invoice will be issued referencing such PO Number:

PO Number: unknown

Please attach PO Attachment here:

If "Yes" is marked, but a PO Number is not provided or a PO document is not attached, then Customer agrees to provide the PO information or PO document to Docusign at its earliest convenience by sending to POSubmission@docusign.com referencing this Quote Number, but agrees to still process payment per the agreed upon terms.

If Customer has attached a PO (or other document) to this Order Form, Customer acknowledges and agrees that any additional or conflicting terms appearing in such PO (or any other document) are invalid.

The below signatories are authorized, on behalf of their respective Parties, to execute this Order Form and to agree to the terms herein as of the Order Start Date.

Customer		**Docusign, Inc.**	
Signature:	DocuSigned by: Tania Salinas 1AAD91EA200E406...	Signature:	Signed by: Rajiv Bajaj A51FEF50FD274B6...
Name:	Tania Salinas	Name:	Rajiv Bajaj
Job Title:	Associate Superintendent	Job Title:	Revenue Operation
Date:	October 16, 2026	Date:	September 18, 2026

Initial: BC

docusign

Certificate Of Completion

Envelope Id: 98C173DD-D1F5-8EC7-8152-1CC04C4D8023
Status: Completed
Subject: [Docusign] Request for eSignatures: Tracy Unified School District
EnvelopeType:
Template Name:
Region:
Resource Last Name:
Resource Name:
Source Envelope:
Document Pages: 4
Signatures: 2
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Austin Kume
221 Main Street
Suite 1000
San Francisco, CA 94105
Austin.Kume@docusign.com
IP Address: 209.112.107.133

Record Tracking

Status: Original
9/17/2026 1:23:58 PM
Holder: Austin Kume
Austin.Kume@docusign.com
Location: DocuSign

Signer Events	Signature	Timestamp
Ben Chester order.review@docusign.com Revenue Operations Security Level: Email, Account Authentication (None)	Initial BC Signature Adoption: Pre-selected Style Using IP Address: 170.85.236.75	Sent: 9/17/2026 1:27:00 PM Resent: 9/17/2026 1:52:42 PM Viewed: 9/18/2026 3:17:35 PM Signed: 9/18/2026 3:19:47 PM
Electronic Record and Signature Disclosure: Accepted: 9/18/2026 3:19:45 PM ID: 2d710304-140b-46f8-897a-801bc3360332		
Rajiv Bajaj revopssigner@docusign.com Revenue Operation DocuSign, Inc. Security Level: Email, Account Authentication (None)	Signed by: Rajiv Bajaj A51FEF50FD274B6... Signature Adoption: Pre-selected Style Using IP Address: 2600:1700:3ec7:0:ed2c:a776:94af:65c0	Sent: 9/18/2026 3:19:48 PM Resent: 9/18/2026 3:32:34 PM Viewed: 9/18/2026 3:49:47 PM Signed: 9/18/2026 3:50:07 PM
Electronic Record and Signature Disclosure: Accepted: 9/18/2026 3:49:47 PM ID: 5d2099d7-ac94-4594-b6d4-d8c9de104319		
Tania Salinas tsalinas@tusd.net Associate Superintendent Security Level: Email, Account Authentication (None)	DocuSigned by: Tania Salinas 1AAD91EA200E406... Signature Adoption: Pre-selected Style Using IP Address: 12.227.61.58	Sent: 9/28/2026 8:15:08 AM Resent: 10/15/2026 1:09:19 PM Viewed: 10/16/2026 7:59:11 AM Signed: 10/16/2026 9:51:25 AM
Electronic Record and Signature Disclosure: Accepted: 9/28/2026 8:16:14 AM ID: 57e831e0-1938-44c5-b44f-f4760803b0eb		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Jason Davis jdavis@tusd.net Director of Special Education Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/22/2026 12:54:34 PM ID: c68c26b4-99db-4a37-8243-31596a0b2458	COPIED	Sent: 9/28/2026 8:15:10 AM
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	9/17/2026 1:27:13 PM
Envelope Updated	Security Checked	9/17/2026 1:52:42 PM
Envelope Updated	Security Checked	9/17/2026 1:52:42 PM
Envelope Updated	Security Checked	9/17/2026 1:52:42 PM
Envelope Updated	Security Checked	9/17/2026 1:52:42 PM
Envelope Updated	Security Checked	9/17/2026 1:52:48 PM
Envelope Updated	Security Checked	9/18/2026 3:32:35 PM
Envelope Updated	Security Checked	9/18/2026 3:32:35 PM
Envelope Updated	Security Checked	9/18/2026 3:32:35 PM
Envelope Updated	Security Checked	9/18/2026 3:32:35 PM
Certified Delivered	Security Checked	10/16/2026 7:59:11 AM
Signing Complete	Security Checked	10/16/2026 9:51:25 AM
Completed	Security Checked	10/16/2026 9:51:25 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DocuSign, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DocuSign, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by paper mail, please send correspondence to:
DocuSign, Inc.
221 Main St.,
Suite 1000
San Francisco, CA 94105

To advise DocuSign, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous e-mail address, your new e-mail address. Please reach out to the sender of the envelope if you want to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from DocuSign, Inc.
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any. Please reach out to the sender of the envelope if you want to request paper copies.
To withdraw your consent with DocuSign, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. Please reach out to the sender of the envelope if you want to withdraw your consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)

PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify DocuSign, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by DocuSign, Inc. during the course of my relationship with you.

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 27, 2026
SUBJECT: **Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees**

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATIONS

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Alexander, Kyle Coordinator of MOT	DEC/MOT	10/09/2026	Personal
Barajas, Elisavet STEM Learning Accelerator Coordinator	DEC/STEM	10/09/2026	Personal
Hernandez Esqueda, Ana ELOP Site Lead	VES	10/27/2026	Personal
Perez, Nereida Personnel Technician for Classified & Certificated	DEC/HR	06/30/2026	Accepted Position
Tomlinson, Suzette Accounting Supervisor	DEC/Finance	10/14/2026	Personal

BACKGROUND: **CERTIFICATED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Prayaga, Vasanta Teacher	AFS	10/02/2026	Personal

BACKGROUND: **CLASSIFIED RETIREMENTS**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Garner, Gayle Secretary to the Director of MOT	DEC/MOT	10/16/2026	Retirement
Koti, Lysamma Utility Person II	TISCS	9/30/2026	Retirement
Lampreda, Jr., Robert Food Service Warehouseman Delivery Driver	Food Services	12/31/2026	Retirement

BACKGROUND: **CLASSIFIED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Bautista, Ana Food Service Worker	KHS	10/11/2026	Accepted Position
Borges, Lori Student Body Bookkeeper/Health Clerk	WHS	8/30/2026	Accepted Position
Chavez, Luis Utility Person II	KHS	9/30/2026	Personal
Chugh, Uma Para Educator/Hygiene Assistance	CES	9/13/2026	Accepted Position
Cogger, Sara Para Educator I	MES	10/11/2026	Accepted Position

Faaborg, Charity Food Service Worker	WMS	10/11/2026	Accepted Position
Garcia-Meza, Savena Special Education Para Educator	NES	8/23/2026	Accepted Position
Gatdula, Rossana Food Service Worker	KHS	10/11/2026	Accepted Position
Gonzalez, Evelyn Translator/Clerk Typist	WHS	7/26/2026	Accepted Position
Goswami, Tanushree School Supervision Assistant	GKES	11/15/2026	Accepted Position
Grande, Elizabeth Student Body Bookkeeper/Health Clerk	KHS	6/01/2026	Accepted Position
Hurtt, Deborah Para Educator I	VES	9/16/2026	Personal
June, Alina Food Service Worker	VES	10/12/2026	Personal
Kardous, Kristin Special Education Para Educator I	GKS	10/11/2026	Accepted Position
Kibbee, Sandra Clerk Typist I	WHS	9/15/2026	Accepted Position
Loder, Kimberly Para Educator I	THS	9/9/2026	Personal
Magana, Elvira IEP Para Educator I	PCES	10/7/2026	Deceased
Mayorga Rodriguez, Jessica IEP Para Educator	JES	10/11/2026	Accepted Position
Morales, Jesse Utility Person IV	DEC	9/8/2026	Personal
Parras, Lisa Special Education Para Educator	BES	9/20/2026	Accepted Position

Pelayo, Susana Secretary to Prev. Services	DEC	07/12/2026	Accepted Position
Quintanilla, Nayeli Para Educator I	WMS	8/30/2026	Accepted Position
Rahmatullah, Shahla IEP Para Educator I	FES	10/12/2026	Accepted Position
Sanchez, Julie Administrative Secretary	KHS	8/31/2026	Accepted Position
Saravia Sanchez, Regina Bilingual Preschool Para Educator/ Bilingual Para Educator	SWP	10/11/2026	Personal
Saverimuttu, Rosaline School Supervision Assistant	CES	9/13/2026	Accepted Position
Skelton, Zeya IEP Para Educator I	BES	10/14/2026	Personal
Spikes, Danielle Food Service Worker II	WMS	10/2/2026	Personal
Toscano, Gloria Para Educator I	SWP	10/11/2026	Accepted Position
Wardak, Alia School Supervision Assistant	VES	9/21/2026	Personal
Webster, Roxana Parent Liaison	KHS/GKS	10/25/2026	Accepted Position
Williams, Briana IEP Para Educator I	PCES	8/30/2026	Accepted Position

BACKGROUND:

COACH RESIGNATION

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Murray, Lindsey Boys' Water Polo	THS	8/24/26	Personal

Murray, Lindsey Girls' Water Polo	THS	8/24/26	Personal
Tsirelas, John Boys' Golf	KHS	9/14/26	Personal

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

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 27, 2026
SUBJECT: **Approve Classified, Certificated, and/or Management Employment**

BACKGROUND:	**MANAGEMENT/CLASSIFIED CONFIDENTIAL**
Borges, Lori	ELOP Site Lead (New) West High School LME – Range 19, Step A - $334.21 per day Fund: ELOP
Govea Delgadillo, Yuliana	ELOP Site Lead (New) Kimball High School LME – Range 19, Step A - $334.21 per day Fund: ELOP
Kardous, Kristin	Human Resources Clerk (Replacement) DEC/Human Resources LMH – Range 7, Step C - $33.53 per hour Fund: General
Okosun, Oladayo	Education Behavior Analyst (New) DEC/Special Education LME – Range 40, Step E - $669.64 per day Fund: Special Education
Sanchez, Johnny	ELOP Site Lead (New) Williams Middle School LME – Range 19, Step A - $334.21 per day Fund: ELOP

Singh, Geeta	IEP Para Educator I (New) Art Freiler School Range 30, Step D - $25.47 per hour Fund: Special Education
Villasenor Ayala, Marivel	DEC/Special Education School Psychologist (New) LMP 8, Step C - $97,366.00 Fund: 80% Special Education, 20% Mental Health Related Services
Williams, Briana	ELOP Site Lead (New) Poet-Christian School LME – Range 19, Step A - $334.21 per day Fund: ELOP

BACKGROUND:	**CERTIFICATED**
Calabro, Ichan (Angela)	Bohn/Jacobson Elementary School RSP TK-5 Class IV, Step "A" 1, $56,839.00 Fund: Special Education
Cameron, Kristine	North Elementary School Preschool RSP Class III, Step "B" 8, $69,698.00 Fund: Special Education
Loganathan, Kannikadevi	Kimball High School RSP 9-12 Class V, Step "A"1, $56,839.00 Fund: Special Education
Silva, Akina	Monte Vista Middle School Science Class I, Step "A" 1, $46,855.00 Fund: General

BACKGROUND:	**CLASSIFIED**
Agarwal, Soumi	Para Educator I (Replacement) Bohn School Range 24, Step A - $19.27 per hour Fund: General

Albers, Maria	Secretary to the Director of Adult Education & Career Technical Education (Replacement) Tracy Adult School Range 40, Step E - $33.76 per hour Fund: 60% Adult Education 40% General
Angle, Ethan	Night Security (Replacement) DEC Range 38, Step A - $26.67 per hour + ND Fund: General
Arellano, Gracie	IEP Para Educator I (New) Poet-Christian School Range 30, Step C - $24.26 per hour Fund: Special Education
Arunakumar Geetha, Gomathynaveena	Para Educator I (New) Williams Middle School Range 24, Step D - $22.14 per hour Fund: Prop 28
Azmi, Asra	Special Education Para Educator I (New) Poet-Christian School Range 30, Step D - $25.47 per hour Fund: Special Education
Bakshi, Roopali	Special Education Para Educator I (Replacement) Bohn School Range 30, Step B - $23.19 per hour Fund: Special Education
Bautista, Ana	Food Service Worker (Replacement) Kimball High School Range 25, Step C - $21.60 per hour Child Nutrition – School Program
Canton, Anais	Para Educator I (New) Kimball High School Range 24, Step A - $19.27 per hour Fund: Prop 28
Chipres, Erica	Utility Person IV (New) DEC/DSC Range 37, Step C - $28.61 per hour Fund: 20% General 80% Home-to-School Transportation

Chockalingam, Nachumai	Para Educator/Hygiene Assistance (New) Poet-Christian School Range 30, Step A - $22.14 per hour Fund: General
Chugh, Uma	IEP Para Educator I (New) Central School Range 30, Step C - $24.26 per hour Fund: Special Education
Cogger, Sara	Para Educator/Hygiene Assistance (Replacement) McKinley School Range 30, Step D - $25.47 per hour Fund: General
DeHaro-Lopez, Sara	School Supervision Assistant (Replacement) Monte Vista Middle School Range 21, Step B - $18.86 per hour Fund: General
Espinoza, Jesus	Utility Person IV (New) DEC/DSC Range 37, Step B - $27.33 per hour Fund: 20% General 80% Home-to-School Transportation
Faaborg, Charity	Food Service Worker (Replacement) Williams Middle School Range 25, Step E - $23.74 per hour Fund: Child Nutrition – School Program
Garcia-Meza, Savena	Special Education Para Educator I (Replacement) North School Range 30, Step E - $26.67 per hour Fund: Special Education
Gatdula, Rossana	Food Service Worker (Replacement) Art Freiler School Range 25, Step E - $23.74 per hour Fund: Child Nutrition – School Program
Goswamie, Tanushree	Special Education Para Educator I (Replacement) George Kelly School Range 30, Step A - $22.14 per hour Fund: Special Education

Grabowski, Alejandra	Special Education Para Educator I (New) Monte Vista Middle School Range 30, Step B - $23.19 per hour Fund: Special Education
Gutierrez, Violeta	IEP Para Educator I (New) Tracy High School Range 30, Step A - $22.14 per hour Fund: Special Education
Haroon, Roselyn	School Supervision Assistant (Replacement) Villalovoz School Range 21, Step A - $18.00 per hour Fund: Targeted SES
Kibbee, Sandra	High School Attendance Clerk (Replacement) West High School Range 26, Step E - $24.26 per hour Fund: General
Lai Huyen, Cam Uyen	IEP Para Educator I (New) Jacobson School Range 30, Step E - $26.67 per hour Fund: Special Education
Lares Vasquez, Brigette	IEP Para Educador I (New) Hirsch School Range 30, Step C - $24.26 per hour Fund: Special Education
Mangalampenta, Maha Dhanalakshmi	IEP Para Educator I (New) Hirsch School Range 30, Step D - $25.47 per hour Fund: Special Education
Mayorga Rodrigeuz, Jesssica	Para Educator I (Replacement) Jacobson School Range 24, Step E - $23.19 per hour Fund: General
Mendoza, Angela	Bus Aide (New) Special Education Range 24, Step E - $23.19 per hour Fund: Special Education

Micalizzi, Diana	IEP Para Educator I (New) Art Freiler School Range 30, Step A - $22.14 per hour Fund: Special Education
Montiel Ramirez, Vanessa	IEP Para Educator I (Replacement) Poet-Christian School Range 30, Step B - $23.19 per hour Fund: Special Education
Nanda Kumar, Meera	Special Education Para Educator I (Replacement) North School Range 30, Step B - $23.19 per hour Fund: Special Education
Noll, Kimberly	Special Education Para Educator I (Replacement) North School Range 30, Step A - $22.14 per hour Fund: Special Education
Nukala, Jayasree	IEP Para Educator I (Replacement) McKinley School Range 30, Step A - $22.14 per hour Fund: Special Education
Parras, Lisa	Special Education Para Educator I (Replacement) Bohn School Range 30, Step E - $26.67 per hour Fund: IDEA
Quintanilla, Nayeli	Para Educator I (New) Kimball High School Range 24, Step D - $22.14 per hour Fund: Prop 28
Rahman, Shaista	IEP Para Educator I (New) Villalovoz School Range 30, Step E - $26.67 per hour Fund: Special Education
Rahmatullah, Shahla	IEP Para Educator I (New) Bohn School Range 30, Step A - $22.14 per hour Fund: Special Education

Sanchez, Julie	Student Body Bookkeeper/Health Clerk (Replacement) Kimball High School Range 34, Step E - $29.32 per hour Fund: General
Saverimuttu, Rosaline	Roving Para Educator II (Replacement) District-wide Range 34, Step A - $24.26 per hour Fund: General
Sawvel, Nicole	Special Education Para Educator I (New) Bohn School Range 30, Step B - $23.19 per hour Fund: IDEA
Syriac, Seeniya	Special Education Para Educator I (Replacement) Bohn School Range 30, Step A - $22.14 per hour Fund: Special Education
Shrestha, Regina	Budget Clerk (Replacement) South/West Park School Range 28, Step C - $23.19 per hour Fund: General
Tamargo, Ana	Roving Para Educator II (New) District-wide Range 34, Step E - $29.32 per hour Fund: General
Toscano, Gloria	Para Educator for Therapeutic Behavior (New) District Wide Range 32, Step C - $25.47 per hour Fund: Mental Health Related Services
Turner, Vanessa	Para Educator I (Replacement) Central/Villalovoz/Bohn School Range 24, Step A - $19.27 per hour Fund: Prop 28
Valencia Ochoa, Marisol	IEP Para Educator (New) West High School Range 30, Step E - $26.67 per hour Fund: Special Education

Vaughn, Ailani	IEP Para Educator I (New) South/West Park School Range 30, Step C - $24.26 per hour Fund: Special Education
Watson, Sean	Utility Person III (New) MOT/Grounds Team 2 Range 38, Step B - $27.94 per hour Fund: 50% General 50% Home-to-School Transportation
Webster, Roxana	High School Administrative Secretary (Replacement) Kimball High School Range 32, Step E - $27.94 per hour Fund: General
Willis, Amber	Bus Aide (New) DEC Range 24, Step C - $21.15 per hour Fund: Special Education
Zapien, Eduardo	Groundskeeper I (Replacement) DEC/MOT Range 33, Step E - $28.61 per hour Fund: Ongoing and Major Maintenance

BACKGROUND:	**COACHES**
Vallotton, David	Dodgeball Co-Ed Stein High School $2,723.52
Vallotton, David	Flag Football Co-Ed Stein High School $2,723.52

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

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 30, 2026
SUBJECT: **Ratify Agreement for Special Contract Services with International Services Corporation**

BACKGROUND: International Services Corporation provides assistance in the filing of VISA sponsorship documents. Tracy Unified School District, to retain qualified teachers, is seeking assistance in becoming a sponsor for a teacher currently employed with the District.

RATIONALE: TUSD currently employs teachers who are in need of VISA sponsorship to remain employed by the District. The District can provide for this sponsorship as a cap-exempt organization and is not subject to restrictions placed on private sector employers. International Services Corporation is currently working with the teacher candidate, and approval of this item will allow for sponsorship and continued employment of the teacher candidate. This supports District Goal 2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: Human Resources.

RECOMMENDATION: Ratify Agreement for Special Contract Services with International Services Corporation.

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

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 International Services Corporation, 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 professional services and assistance in the filing of an H1-B petition for TUSD certificated staff. Payment for services includes a flat rate fee, as well as fees associated with the filing of documents with the United States Citizenship and Immigration Services.

   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~~ not to exceed June 30, 2027.. ( ) [ ] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location International Services Corporation.

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

   a. District shall pay $ flat rate plus fees per [ ] **HOUR** [ ] **DAY** [x] **FLAT RATE**, not to exceed a total of $ 5,600. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on September 28, 2026, and shall terminate on completion of filing process, no later than June 30, 2027..

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

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

7. Contractor shall contact the District's designee, Tammy Jalique, at (209) 830-3260 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature Title

Richard T. Frysinger

IRS Identification Number

52-2025253

Title

President

Address

11905 Webb CT

Bowie, MD 20720

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 13, 2026
RE: **Approve Student Teaching Agreement with Dominican University**

BACKGROUND: Tracy Unified School District currently hosts student teachers from several colleges and universities. An agreement between Dominican University and Tracy Unified School District will help individuals complete student teaching to obtain teaching credentials which will aid the district in increasing the number of candidates that are available for a variety of positions and expand options for meeting staffing needs. This agreement will be effective September 1, 2026 through August 30, 2029.

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

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Student Teaching Agreement with Dominican University.

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

DOMINICAN UNIVERSITY of CALIFORNIA

Department of Education

Student Teaching Memorandum of Understanding
September 1, 2026 –August 30, 2029

I. General

In consideration of the mutual promises herein, Tracy Unified School District ("District"), located at 1875 W. Lowell Avenue | Tracy, CA 95376, and Dominican University of California ("University"), located at 50 Acacia Avenue, San Rafael, California,94901, agree to partner in Dominican University of California's Teacher Training Curricula.

Whereas, University desires to place students enrolled in teacher training curricula (collectively, "Students"), in appropriate locations whereby Students may gain practical teaching, an experience as an important element of Students' education and training by the University School of Education; and

Whereas, pursuant to the provisions of Section 1095 of the Education code, the governing board of any district is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through student teaching to students enrolled in teacher training curricula of such institutions.

II. Purpose

The purpose of this Agreement is to establish a formal working relationship between the parties to this Agreement and to set forth the operative conditions, which will govern this partnership. District and University will form a partnership to provide coordinating services as part of the Student Teaching Program, serving multiple subject, single subject, and education specialists, hereafter referred to as the "Student Teaching Program." The purpose of the Student Teaching Program is to support Student Teachers.

Student Teachers must meet all applicable prerequisites required by the California Commission on Teacher Credentialing ("CTC") before participating in the Student Teacher Program.

III. Responsibilities

As a condition of our partnership, Tracy Unified School District and Dominican University of California agree to adhere to the following general responsibilities:

A. The District agrees to:

Provide the University with the following information related to the Student Teaching Program:

1) Learning Environment: The District has a responsibility to maintain a positive, respectful, and sufficiently resourced learning environment so that sound educational experiences can occur.

2) District Liaison: The District shall identify a liaison(s) from among its teaching staff who will communicate and cooperate with the University to ensure student teacher access to appropriate resources for the Student Teaching experience.

3) **Clinical Placement Requirements**

A. Mentor and Support Teachers: Mentor and Support Teachers shall hold a Clear Credential in the content area for which they provide supervision and have a minimum of three years of K-12 teaching experience, demonstrating exemplary teaching practices. All Mentor and Support Teachers are required to complete Dominican's 10-hour initial orientation, which covers CalTPA, 21st Century Skills, roles and responsibilities, teaching and coaching methods, and instructional and inclusive strategies for all learners. The orientation also includes a review of the Support Team Site, which outlines program expectations and provides key information on the requirement for candidates to successfully pass a commission-approved literacy performance assessment.

B. TPE 7 Literacy Instruction: Mentor and Support teachers must model exemplary teaching practices related to the Teacher Performance Expectations (TPEs), specifically TPEs 7.6, 7.7, and 7.8, which focus on oral and written language development. They must also provide candidates with opportunities to practice these skills in appropriate clinical practice settings. This includes ensuring that candidates are placed in an appropriate setting and that clear information about expectations is communicated to both administrators and mentors at the school site to support candidates' growth in these areas.

C. Screening and Diagnostic Techniques: The District agrees to make efforts, to the extent practicable, to provide candidates during their clinical practice with opportunities to learn about, and where possible, observe, how schools and teachers are utilizing screening and diagnostic techniques to inform teaching, assessment, and early intervention practices. These opportunities will align with the credential requirements and the Teaching Performance Expectations (TPEs) and standards, ensuring candidates gain relevant experience in these areas.

D. Dyslexia Guidelines: The District agrees, to the extent practicable, to provide candidates in clinical practice settings with opportunities to observe and apply concepts and strategies outlined in the California Dyslexia Guidelines. These opportunities will

include direct observation of relevant practices, as well as supervised engagement in implementing instructional strategies designed to support students with dyslexia.

E. Live Scan and Tuberculosis Requirement: University students who are not District employees must comply with District's background check requirements. University students must complete Live Scan fingerprinting by District Live Scan Technician. University students must also provide District with a negative Tuberculosis (TB) certificate taken no more than 60 days from expected placement start date. Live Scan and tuberculosis screening costs will be at the expense of the University student.

4) On Campus Emergencies: The District will ensure that there are written policies and procedures for handling emergencies, which might involve Student Teachers and their Directing Teachers. The District will ensure that these policies and procedures will be disseminated to the student teachers.

5) Teaching Experience: The District shall provide teaching experience through student teaching in schools and classes of the District.

   The District may, for good cause, refuse to accept any student of the University assigned to student teaching in the District. Upon request of the District, made for good cause, the University shall terminate the student teaching assignment in the District for any student of the University.

6) "Student teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid credentials issued by the California Commission on Teacher Credentialing, other than emergency permits or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

   District employees who provide supervision for field experiences are selected, oriented, supervised, evaluated, and rewarded in ways that optimize the development of each candidate. Candidates are supervised in field placements by practitioners who have an appropriate credential, three or more years of teaching experience in California, knowledge of state-adopted student academic content standards and/or the common core standards, and expertise in the fields of elementary, secondary, or education specialist teaching, depending on the candidate's preliminary credential.

   Local Education Agencies (LEAs) shall, to the extent possible, provide candidates with opportunities to collaborate with other education professionals while working with students at risk for or with dyslexia and other literacy-related disabilities. Candidates should also have opportunities to practice teaching foundational skills and other skills outlined in Domain 7 of the Teacher Performance Expectations (TPEs).

All Mentor and Support Team members are required to participate in an initial 10-hour orientation to Dominican University's programs and expectations. This orientation includes a review of the Support Team Site, which contains critical information regarding the expectations for candidates to take and successfully pass a commission-approved literacy performance assessment.

7) Student Teaching Assignment: An assignment of a student of the University to student teaching in schools or classes of the District shall be, at the discretion of the University, for approximately fifteen (15) weeks. A student may be given more than one (1) assignment by the University to student teach in such schools or classes. The assignment of a student of the University to student teaching in the District shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of the District the document given her/him by the University affecting such assignment, but not earlier than the date of such assignment as shown on the document. Before assigning students to School districts, Dominican University will instruct such students on applicable state and federal law relating to unlawful discrimination and sexual harassment.

8) Permit Teachers: If the student teacher is also serving as a district employee on a district-sponsored permit (e.g., Provisional Internship Permit Short Term Staff Permit, Emergency) while enrolled at Dominican, the District agrees to provide the following support hours to the student and collaborate to track the hours of support and supervision provided to the permit teacher via Dominican's Permit Teacher Support Log:

    a) A minimum of 144 hours of general support/mentoring and supervision is provided to each permit teacher per school year, including coaching, modeling, and demonstrating within the classroom; assistance with course planning; and problem-solving regarding students, curriculum, and development of effective teaching methodologies. A minimum of two hours of support/mentoring and supervision must be provided to a permit teacher every five instructional days.

    b) An additional 45 hours of support/mentoring and supervision specific to meeting the needs of English learners shall be provided to a permit teacher who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Cross-cultural, Language and Academic Development (CLAD) Certificate. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the permit teacher's development of knowledge and skills in the instruction of English learners.

9) Administrator: District site will have a fully qualified administrator.

10) For purposes of implementing the video requirement, the program places candidates only in student teaching or intern placements where the candidate is able to record his/her teaching with K-12 students. The program assures that each school or district where the candidate is placed has a recording policy in place.

11) Method of Evaluation: There is a clear method for oral and written evaluation per semester that will be conveyed to the Student Teacher. An open communication exchange between District and University is always welcomed. At the end of the fieldwork experience, the Student Teacher evaluates the Directing Teachers and University Supervisor.

12) Safety, Laws and Regulations: The District agrees to comply with applicable state and federal workplace safety laws and regulations.

13) Family Educational Rights and Privacy Act (FERPA): To the extent the District generates or maintains educational records related to the participating Student, the District agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the University and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, University hereby designates District as a University official with a legitimate educational interest in the educational records of the participating Student(s) to the extent that access to the University's records is required by District to carry out the Program.

14) Claim against Student Teacher: The District will provide written notification to the University promptly if a claim arises involving a Student Teacher. The District and University agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

B. The University's Department of Education agrees to:

1) Assign to the District only those Student Teachers who have satisfactorily completed the prerequisites of the University's curriculum.

2) Retain ultimate responsibility for the education and assessment of its Student Teachers. The University Supervisor for this Agreement shall be appointed and assigned by the University.

3) Advise Student Teachers that they are required to comply with District's rules, regulations and procedures.

4) Provide new university supervisors with an orientation at Dominican University.

C. Other Terms and Conditions

As between the Parties hereto, it is understood and agreed that:

1) Legal Compliance and Non-discrimination:
   In connection with the performance of work under this contract, both parties agree that all Students receiving teacher training experience pursuant to this Agreement shall be selected and trained in an environment without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age, veteran status or any other basis protected by law. These same principles apply in the event the Student is withdrawn from the teacher training experience.

2) Health Insurance Portability and Accountability Act:
   Students participating in the Student Teaching Program pursuant to this Agreement are members of the District's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to client information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the District and does not establish an employment relationship.

3) No District Relationship:
   Nothing in this Agreement is intended to or shall be construed to constitute or establish a District, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

4) Severability:
   The provisions of this Agreement are divisible; if any such provisions shall be deemed invalid or unenforceable, the remaining provisions shall remain in force. That provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

5) Term and Termination:
   This Agreement is effective upon execution by both parties to the Student Teaching Program and will continue through the published expiration date or until terminated. This Agreement may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section,

Students already scheduled to train at District will be permitted to complete any previously scheduled teacher training assignment at District.

6) Entire Agreement:

This Agreement supersedes all prior agreements, understandings, and communications between University and District, whether written or oral, express or implied, relating to the subject matter of this Agreement and is intended as a complete and final expression of the terms of the binding Agreement between University and District and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither they nor anyone on their behalf made any inducements, agreements, promises, or representations other than those set forth in this Agreement.

7) Indemnification:

District agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, students and employees against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from District's negligence, or in proportion to the District's comparative fault.

University agrees to indemnify, defend, and hold harmless District and its affiliates, directors, trustees, officers, agents, students and employees against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from the University's negligence, or in proportion to the University's comparative fault. However, the University does not agree to indemnify for the actions of a student while following the direction(s) of the District.

8) Insurance:

District shall maintain in force at all times during the Terms of this Agreement the following insurance: (1) Professional Liability insurance with minimum limits of $1,000,000.00 per occurrence and $3,000,000.00 annual aggregate; (2) Commercial General Liability ("CGL") insurance, including bodily injury, property damage, premises and contractual liability, with minimum limits of $1,000,000.00 per occurrence and $3,000,000.00 annual aggregate; and (3) Sexual Misconduct/Abuse liability insurance of an amount of not less than $1 million per occurrence. Coverage endorsed onto the CGL policy is acceptable. The Professional Liability and CGL insurance policies must: (1) name Dominican University of California and its affiliates, trustees, directors, officers, partners, principals, employees and agents (collectively the "Additional Insureds") as additional insureds pursuant to an endorsement that provides coverage for all claims or lawsuits arising out of or related to this Agreement. District must furnish to University before the effective date of this Agreement certificates of insurance for all insurance policies required under this section showing the

Additional Insureds as additional insureds. District must also provide at least 30 days written notice to University before any cancellation or restrictive endorsement to any of the required coverages. If the above-mentioned policies of insurance are claims-made coverage, District agrees to purchase claims-made coverage for three (3) years following termination of the agreement.

University shall maintain in force at all times during the Terms of this Agreement the following insurance (1) Professional Liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 annual aggregate; (2) Commercial general liability ("CGL") insurance, including bodily injury, property damage, premises and contractual liability, with minimum limits of $1,000,000 per occurrence and $3,000,000 annual aggregate; and (3) Sexual Misconduct/Abuse liability insurance of an amount of not less than $1 million per occurrence. Coverage endorsed onto the CGL policy is acceptable. The Professional Liability and CGL insurance policies must: (1) name the District, its Governing Board, its officers, affiliates, trustees, directors, principals, employees, and agents (collectively the "Additional Insureds") as additional insureds pursuant to an endorsement that provides coverage for all claims or lawsuits arising out of or related to this Agreement. University must sign Exhibit 1 and furnish to the District before the effective date of this Agreement certificates of insurance for all insurance policies required under this section showing the Additional Insureds as additional insureds. University must also provide at least 30 days written notice to the District before any cancellation or restrictive endorsement to any of the required coverages. If the above-mentioned policies of insurance are claims-made coverage, University agrees to purchase claims-made coverage for three (3) years following termination of the agreement.

9) Choice of Law:

This Agreement shall be interpreted in accordance with the laws of the State of California. Unless waived by both parties, venue for any action to enforce or interpret the provisions of this Agreement shall be in Marin County, California.

The authorized signatures below indicate understanding and acceptance of the terms of this Memorandum of Understanding.

_____

Signature, District Administrator Representative Date

_____

Name/Title, District Administrator Representative

Mojgan Behmand
Vice President for Academic Affairs/Dean of the Faculty
Dominican University of California

Date

TRACY
UNIFIED SCHOOL DISTRICT

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

Exhibit 1

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
   a. List the "Certificate Holder" as follows:
      Tracy Unified School District
      1875 W. Lowell Avenue
      Tracy, CA 95376
   b. Comprehensive General Liability with limits of $1,000,000 combined single limit per occurrence and $3,000,000 aggregate with endorsement. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).
   c. Proof of Automobile Liability, if transporting students or routinely driving on campus.
   d. Proof of Workers Compensation, a waiver of subrogation to be part of this coverage.
   e. Proof of Professional Liability Insurance with coverage for Sexual Abuse and Molestation with limits of $1,000,000 per occurrence and $3,000,000 aggregate with endorsement.
2. An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the General Liability, Automobile Liability, and Professional Liability Insurance. Please note the following:
   a. List the "Additional Insured" as follows:

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

As an agent of _____, I am acknowledging the above insurance requirements as an addendum to the agreement in place with Tracy Unified School District.

Name	Title	Date

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: October 06, 2026
SUBJECT: **Approve Purchase of Food Delivery Vehicles for the Food Services Department**

BACKGROUND: Tracy Unified Food Services plans to purchase two (2) Ford F-650 Box trucks to replace older vehicles. The total cost of one truck is $118,000.00. The total of both trucks is $236,000,00, which is under the state and federal bid threshold.

RATIONALE: Approval of this agenda item gives authorization to the Director of Food Services to purchase two (2) food delivery box trucks. The trucks needing replacement are over twenty years old and have significant wear and tear from years of multiple short trips and constant stops each day. These new vehicles are necessary to maintain efficiency and driver safety for the food service department.

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

FUNDING: Funding for this purchase will be made using Fund 13. There will be no impact on the General Fund.

RECOMMENDATION: Approve Purchase of Food Delivery Vehicles for the Food Services Department.

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: October 27, 2026
SUBJECT: **Adopt Resolution 26-07 Authorizing Issuance of General Obligation Bonds, 2024 Election, Series B in the Principal Amount of Not to Exceed $70,000,000**

BACKGROUND: District voters approved Measure O at the November 5, 2024 Election, authorizing the District to issue up to $190 million in General Obligation Bonds to finance school facility improvements benefiting the elementary service area (SFID 3), which Bonds are repaid by property tax levies and collections on taxable properties. One series of Bonds has been issued in the amount of $65 million for phase 1 projects. The Resolution proposes authorizing a second series of Measure O bond authority in the total principal amount of $70 million for the next phase of voter-authorized facilities projects. The Bonds are proposed to be issued as traditional, tax-exempt current interest Bonds pursuant to the terms of the California Government Code. Capital appreciation bonds are not authorized. The Resolution authorizes the sale of the bonds by negotiation to the underwriting firm of Raymond James & Associates, which will buy all of the bonds from the District and thereafter have the responsibility of placing the bonds with separate investors. The terms of the sale will be documented in the Bond Purchase Agreement, which is approved as to form in the Resolution. The resolution authorizes District officials to finalize other items relating to the issuance of the Bonds. This includes the Preliminary Official Statement (the "POS"), which is the document that will be used to provide disclosure to potential investors regarding the repayment terms and security features of the bonds (*ad valorem* property tax collections) and other matters meeting industry standards regarding investor disclosures. The District's obligation under federal securities laws is to ensure that the POS contains all material information for making an investment and does not contain any material misstatements or omissions. District staff is authorized in the Resolution to work with the financing team following approval to ensure the POS is complete and accurate before it is circulated to bond investors. It is currently expected that the Bonds will be issued and funds will be available to the District in late November 2026.

RATIONALE: GO Bonds are repaid by voter-approved property tax collections. Proceeds will provide funding for voter-approved projects. These are with respect to the elementary area (SFID 3). Issuance costs will be paid from the proceeds of the bonds.

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

RECOMMENDATION: Adopt Resolution 26-07 Authorizing Issuance of General Obligation Bonds, 2024 Election, Series B in the Principal Amount of Not to Exceed $70,000,000.

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: October 06, 2026
SUBJECT: **Approve F&H Construction Contract for the Two-Story Science Wing Addition at Kimball High School**

BACKGROUND: Tracy Unified School District continues to invest in educational facilities to support student achievement, evolving instructional programs, and long-term campus needs. As part of these efforts, the District has identified the need for additional science instructional facilities at Kimball High School.

The proposed two-story science wing addition will provide expanded instructional space designed to support modern science education, laboratory-based learning, and hands-on student experiences. The project will enhance the school's ability to deliver high-quality science, technology, engineering, and mathematics (STEM) instruction while accommodating current and future educational needs.

RATIONALE: The construction of the two-story science wing represents an important investment in Kimball High School's instructional infrastructure. The addition will provide modern learning environments that support specialized science instruction, improve campus functionality, and expand opportunities for students to participate in laboratory-based educational programs.

The proposed construction agreement, for $4,713,000, 00 will allow the district to move forward with the next phase of the project. Approval will support the timely delivery of additional instructional facilities while ensuring the district continues to address its long-term facility needs.

FUNDING: $4,713,000.00. The project is funded through District developer fees and is separate from the Measure O Bond Program.

RECOMMENDATION: Approve F&H Construction Contract for the Two-Story Science Wing Addition at Kimball High School.

Prepared by: Eloy Vento, Director of Facilities and Planning.

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

October 27, 2026

NOTICE OF AWARD

TO: F & H Construction
ATTN: Stephen Seibly, President
ADDRESS: 1115 E. Lockeford St. Lodi, CA 95240
CONTRACT: Kimball High School 2-Story CR Building Increment 1 Project

Please take notice that the above contract has been awarded by the Tracy Unified School District ("Owner") to F & H Construction, in the amount of Four Million Seven Hundred Thirteen Thousand Dollars ($4,713,000.00). This is inclusive of the base bid ($3,091,000.00) and Bid Alternate #01 ($1,622,000.00).

Bid Alternate #02, in the amount of Five Hundred Twenty-Four Thousand Dollars ($524,000.00), will be held by the contractor for up to 120 calendar days from the date of the bid while awaiting Division of the State Architect (DSA) approval on the Increment 2 portion of the project

You must deliver the following documents to the Owner by the tenth (10th) day following the date of this Notice of Award and prior to the commencement of the Work:

a. Two fully executed counterparts of the Agreement (see attached form). Each copy of the Agreement must bear your original signature on the signature page.
b. One original of the Performance Bond using the form included in the bid package that is executed by you and your surety.
c. One original of the Payment Bond using the form included in the bid package that is executed by you and your surety.
d. One original set of the insurance certificates with endorsements required under the General Conditions.
e. An executed Drug-Free Workplace Certification.
f. An executed Student Contact Form.
g. An executed Roof Project Certification (if required for the contract).
h. Any other documents required by the Instructions to Bidders to be submitted by the tenth (10th) day following this Notice of Award and prior to the commencement of the Work.

You must deliver the certified baseline schedule (see General Conditions §3.9.1) to the Owner within two weeks of award of the Contract and prior to the commencement of the Work.

Any failure to deliver these documents within the time specified would allow the Owner to deem your bid to have been abandoned, to annul this Notice of Award, and to declare your bid security to have been forfeited.

Before you may start any Work, you must attend a preconstruction conference.

Upon commencement of the Work, you and each of your Subcontractors shall certify, maintain, and furnish payroll records as required by the Division of Labor Standards Enforcement, in accordance with California Labor Code Sections 1776 and 1771.4.

Tania Salinas
Associate Superintendent for Business Services

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective October 27, 2026, is by and between the Tracy Unified School District, in San Joaquin County, California, hereinafter called the "Owner," and F & H Construction hereinafter called the "Contractor."

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK.

The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the "Work") in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

the TUSD Kimball High School 2 – Story CR Building Increment 1 Project
3200 Jaguar Run, Tracy CA 95377

all in strict compliance with the plans, drawings and specifications therefore prepared by

Studio W Architects 1930 H Street Sacramento, CA 95811

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work plus Alternate Bid Item No. 1 listed in the Bid Form.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to COVID-19 and other public health emergencies, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

ARTICLE II. CONTRACT DOCUMENTS.

The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions are incorporated into this Agreement and form the "Contract Documents" which form the "Contract."

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be Four Hundred Twenty (420) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization). Time is of the essence in this Contract.

The portion of the Work that consists of completion of the **Complete Baseline Schedule Submittal (CPM)** (the "**Complete Baseline Schedule Submittal (CPM) Scope**") shall be completed within **fifteen (15)** calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization). This deadline shall be the "**Complete Baseline Schedule Submittal (CPM) Milestone Deadline.**"

The portion of the Work that consists of completion of **Complete Submittals** (the "**Complete Submittals Scope**") shall be completed within **thirty-five (35)** calendar days, which shall start to run on (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization). This deadline shall be the "**Complete Submittals Milestone Deadline.**"

The portion of the Work that consists of **Fire Lane Work** (the "**Fire Lane Work Scope**") shall be completed within **thirty-five (35)** calendar day window, commencing upon the District's written authorization to proceed with the Fire Lane Work. In no event shall the Fire Lane Work Scope be completed later than **November 27, 2026**. These requirements shall constitute the "**Fire Lane Work Milestone Deadline.**"

In addition, the portion of the Work that consists of the **Science Building Prep – Complete Building Pad and Winterization Including Underground Utilities** (the "**Science Building Prep Scope**") shall be completed on or before **December 15, 2026**. This deadline shall be the "**Science Building Prep Milestone Deadline.**"

The portion of the Work that consists of completion of **Complete Fencing (Bid Alternate No. 1), excluding fencing around the new Science Building** (the "**Complete Fencing Scope**") shall be completed within **sixty (60)** calendar days, commencing upon the District's written authorization to begin the **Summer 2027 Work**. This deadline shall be the "**Complete Fencing Milestone Deadline.**"

In addition, the Contractor shall **return to the Project site and recommence the remaining Site Work following completion of the building shell** on or about **September 6, 2027**. This deadline shall be the "**Return to Site Milestone Deadline**."

In addition, should the District approve Bid Alternate No. 2 within the 120 day period from the date of the bid, the portion of the Work that consists of **Complete Low Voltage Work** (the "**Complete Low Voltage Work Scope**") shall be completed on or before **October 29, 2027**. This deadline shall be the "**Complete Low Voltage Work Milestone Deadline**."

In addition, the portion of the Work that consists of **Site Work Around Building Including Flatwork, Shade Structure, and Other Landscape and Planter Improvements** (the "**Site Work Around Building Scope**") shall be completed on or before **November 30, 2027**. This deadline shall be the "**Site Work Around Building Milestone Deadline**."

The site for the Contract will not be available to the Contractor for construction during the school year for up to five (5) academic calendar days, these dates will be provided on or about the Notice to Proceed for the project. The Contractor shall not be entitled to time extensions for lack of access to the site on these dates.

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that $750.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above.

Accordingly, the parties agree that the following amounts shall be the damages which the Owner shall directly incur for the specified failures of the Contractor:

- For failure to Complete the Work within the Contract Time, $750 for each calendar day of delay.
- For failure to complete the Complete Baseline Schedule Submittal (CPM) Scope by the Complete Baseline Schedule Submittal (CPM) Milestone Deadline, $250 for each calendar day of delay.

- For failure to complete the Complete Submittals Scope by the Complete Submittals Milestone Deadline, $250 for each calendar day of delay.
- For failure to complete the Fire Lane Work Scope by the Fire Lane Work Milestone Deadline, $250 for each calendar day of delay.
- For failure to complete the Science Building Prep Scope by the Science Building Prep Milestone Deadline, $250 for each calendar day of delay.
- For failure to complete the Complete Fencing Scope by the Complete Fencing Milestone Deadline, $250 for each calendar day of delay.
- For failure to complete the Return for Site Work Scope by the Return for Site Work Milestone Deadline, $250 for each calendar day of delay.
- For failure to complete the Complete Low Voltage Work Scope by the Complete Low Voltage Work Milestone Deadline, $250 for each calendar day of delay.
- For failure to complete the Site Work Around Building Scope by the Site Work Around Building Milestone Deadline, $250 for each calendar day of delay.

Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor's work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner's inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that $750.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all

retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds Four Million Seven Hundred Thirteen Thousand Dollars ($4,713,000.00) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a special allowance of $100,000.00 for unforeseen conditions. The above contract price does not include a general contingency allowance.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the

Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

For any cost reduction changes in the plans and specifications that the Owner makes pursuant to an unsolicited proposal submitted by Contractor, the Contractor shall receive additional payment of 50 percent of the net savings in construction costs as determined by the public entity, pursuant to Public Contract Code section 7101. Owner is not obligated to accept any proposal submitted by Contractor.

ARTICLE V. CHANGES.

Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION.

The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES.

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office, or are available at https://www.dir.ca.gov/oprl/dprewagedetermination.htm. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the

execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars ($200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars ($25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars ($25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE VIII. WORKING HOURS.

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by

them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars ($25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES.

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. DSA OVERSIGHT PROCESS.

The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE XI. INDEMNIFICATION AND INSURANCE.

The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions throughout performance of the Contract. Contractor's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

Comprehensive General Liability

Each Occurrence:
$5,000,000 Each Occurrence

Damage to Rented Premises:
$5,000,000 Each Occurrence

Medical Expenses:
$5,000 to $10,000 Any One Person

Personal and Advertising Injury:
$1,000,000 Each Occurrence

General Aggregate:
$10,000,000 Aggregate

Products – Completed Operations:
$1,000,000 Aggregate

Comprehensive Automobile Liability

Combined Single Limit:
$1,000,000 to $2,000,000 Each Accident

Property Damage:
$1,000,000 Each Accident

Workers' Compensation

Worker's compensation insurance as required by Labor Code section 3200, *et seq.*

Employers' Liability

$1,000,000 Each Accident
$1,00,000 Disease – Each Employee
$1,000,000 Disease – Policy Limit

ARTICLE XII. ENTIRE AGREEMENT.

The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XV. BINDING EFFECT.

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of San Joaquin, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVII. AMENDMENTS.

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including a change order, signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XIX. WRITTEN NOTICE.

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

The Owner is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional reporting requirements for contracts of $5 million or more. Failure to comply may result in the termination of the Contract.

F & H CONSTRUCTION	**TRACY UNIFIED SCHOOL DISTRICT**
_____	_____
Stephen Siebly	Tania Salinas
President	Assoc. Superintendent for Business Services

_____

_____ (*Name*)

_____ (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

293306
CALIFORNIA CONTRACTOR'S
LICENSE NO.

2 / 29 / 28
LICENSE EXPIRATION DATE

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 7, 2026
SUBJECT: **Approve Increase in Funding for the Boys and Girls Club of Tracy to Provide Expanded Learning Opportunities to TUSD Students Under the Expanded Learning Opportunity Program Plan (ELO/ELO-P)**

BACKGROUND: The Expanded Learning Opportunities Program (ELO/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 (EC) Section 46120. Expanded Learning refers to before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (See [EC Section 8482.1(a).])

RATIONALE: Approval of this agreement will allow Tracy Unified School District to partner with Boys & Girls Clubs of Tracy to provide ELOP services at District TK–5, TK–8, and 9–12 school sites. As an established community-based organization with extensive experience serving Tracy youth, Boys & Girls Clubs of Tracy will provide academic support, enrichment activities, and youth development opportunities that align with ELOP requirements and District goals. This partnership ensures students have access to safe, engaging, and high-quality expanded learning opportunities beyond the regular school day.

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

FUNDING: Funding was previously approved at the June 23, 2026, Board Meeting in the amount of $3,491,137.10. The funding is being amended to increase the approved amount to a total not to exceed $5,498,043.42. Expenses will be funded through the ELO-P Grant.

RECOMMENDATION: Approve Increase in Funding for the Boys and Girls Club of Tracy to Provide Expanded Learning Opportunities to TUSD Students Under the Expanded Learning Opportunity Program Plan (ELO/ELO-P).

Prepared by: Rocio Garcia, Director of Expanded Learning and School Readiness.

Boys and Girls Club of Tracy

Expanded Learning Program Bid / Budget Sheet

School Year / Budget Period	2026-2027

Type only in the yellow cells. White cells calculate automatically.

Program Staff Tax Rate	16.5%	Support Staff Tax Rate	25.1%	Administrative Cost Rate	15.0%	*Enter rates as percentages*

Site	Staff Start Time	Regular Hours / Day	# of Staff	Program Days	Total Hours	Hourly Rate	Staff Cost	Employer Taxes & Fees	Administrative Cost	Program Staff Cost
Bohn	1:30pm	5.00	6	180	5,400.00	$20.00	$108,000.00	$17,820.00	$18,873.00	$144,693.00
Central	1:30pm	5.00	5	180	4,500.00	$20.00	$90,000.00	$14,850.00	$15,727.50	$120,577.50
Freller	1pm	5.00	8	180	7,200.00	$20.00	$144,000.00	$23,760.00	$25,164.00	$192,924.00
Hirsch	1pm	5.00	6	180	5,400.00	$20.00	$108,000.00	$17,820.00	$18,873.00	$144,693.00
Jacobson	1pm	5.00	7	180	6,300.00	$20.00	$126,000.00	$20,790.00	$22,018.50	$168,808.50
Kelly	1pm	5.00	8	180	7,200.00	$20.00	$144,000.00	$23,760.00	$25,164.00	$192,924.00
Lowell MV	1pm	5.00	8	180	7,200.00	$20.00	$144,000.00	$23,760.00	$25,164.00	$192,924.00
Mckinley	1:30pm	5.00	6	180	5,400.00	$20.00	$108,000.00	$17,820.00	$18,873.00	$144,693.00
North	1pm	5.00	13	180	11,700.00	$20.00	$234,000.00	$38,610.00	$40,891.50	$313,501.50
Poet	1pm	5.00	7	180	6,300.00	$20.00	$126,000.00	$20,790.00	$22,018.50	$168,808.50
SWP	1:30pm	5.00	7	180	6,300.00	$20.00	$126,000.00	$20,790.00	$22,018.50	$168,808.50
Villa	1:30pm	5.00	6	180	5,400.00	$20.00	$108,000.00	$17,820.00	$18,873.00	$144,693.00
West HS	1pm	5.00	6	180	5,400.00	$20.00	$108,000.00	$17,820.00	$18,873.00	$144,693.00
Williams	1pm	5.00	7	180	6,300.00	$20.00	$126,000.00	$20,790.00	$22,018.50	$168,808.50
Tracy	1pm	5.00	4	180	3,600.00	$20.00	$72,000.00	$11,880.00	$12,582.00	$96,462.00
Kimball	1pm	5.00	3	180	2,700.00	$20.00	$54,000.00	$8,910.00	$9,436.50	$72,346.50
Athletics	Varies	1.50	6	180	1,620.00	$20.00	$32,400.00	$5,346.00	$5,661.90	$43,407.90
Inclusion	1pm	5.00	1	180	900.00	$20.00	$18,000.00	$2,970.00	$3,145.50	$24,115.50
Total Program Staff Positions			114	Total Program Staff Cost			$1,976,400.00	$326,166.00	$345,315.00	**$2,647,881.90**

Support Position	# Positions	# Days	Hours / Day	Total Hours	Hourly Rate	Staff Cost	Employer Taxes	Administrative Cost	Support Cost
Unit Directors	16	221	8.00	28,288.00	$26.00	$735,488.00	$184,607.49	$138,014.32	$1,058,109.81
Athletic Director	1	221	8.00	28,288.00	$26.00				
Area Directors	2	221	8.00	3,536.00	$34.80	$123,052.80	$30,886.25	$23,090.86	$177,029.91

Program Director	1	221	5.12	1,131.52	$62.50	$70,720.00	$17,750.72	$13,270.61	$101,741.33
Talent Acquisition Coorindator	1	221	5.12	1,131.52	$26.00	$29,419.52	$7,384.30	$5,520.57	$42,324.39
				-		-	-	-	-
				-		-	-	-	-
				-		-	-	-	-
Total Positions	21	Total Staff Support Cost				$958,680.32	$240,628.76	$179,896.35	$1,379,205.44

Blank editable template --- enter Boys and Girls Club information in the yellow cells.

Boys and Girls Club of Tracy

Expanded Learning Program Site / Budget Sheet

School Year / Budget Period: 2026-2027

Type only in the yellow cells. White cells calculate automatically.

Program Staff Tax Rate	16.5%	Support Staff Tax Rate	25.1%	Administrative Cost Rate	15.0%	*Enter rates as percentages*

Site	Staff Start Time	Regular Hours / Day	# of Staff	Program Days	Total Hours	Hourly Rate	Staff Cost	Employer Taxes & Fees	Administrative Cost	Program Staff Cost
Bohn	8:00 AM	8.00	6	41	1,968.00	$20.00	$39,360.00	$6,494.40	$5,878.16	$52,732.56
Central	8:00 AM	8.00	5	41	1,640.00	$20.00	$32,800.00	$5,412.00	$5,731.80	$43,943.80
Freiler	8:00 AM	8.00	8	41	2,624.00	$20.00	$52,480.00	$8,659.20	$9,170.88	$70,310.08
Hirsch	8:00 AM	8.00	6	41	1,968.00	$20.00	$39,360.00	$6,494.40	$6,878.16	$52,732.56
Jacobson	8:00 AM	8.00	7	41	2,296.00	$20.00	$45,920.00	$7,576.80	$8,024.52	$61,521.32
Kelly	8:00 AM	8.00	8	41	2,624.00	$20.00	$52,480.00	$8,659.20	$9,170.88	$70,310.08
Lowell MV	8:00 AM	8.00	8	41	2,624.00	$20.00	$52,480.00	$8,659.20	$9,170.88	$70,310.08
Mckinley	8:00 AM	8.00	6	41	1,968.00	$20.00	$39,360.00	$6,494.40	$6,878.16	$52,732.56
North	8:00 AM	8.00	13	41	4,264.00	$20.00	$85,280.00	$14,071.20	$14,902.68	$114,253.88
Poet	8:00 AM	8.00	7	41	2,296.00	$20.00	$45,920.00	$7,576.80	$8,024.52	$61,521.32
SWP	8:00 AM	8.00	7	41	2,296.00	$20.00	$45,920.00	$7,576.80	$8,024.52	$61,521.32
Villa	8:00 AM	8.00	6	41	1,968.00	$20.00	$39,360.00	$6,494.40	$6,878.16	$52,732.56
West HS	8:00 AM	8.00	6	41	1,968.00	$20.00	$39,360.00	$6,494.40	$6,878.16	$52,732.56
Williams	8:00 AM	8.00	7	41	2,296.00	$20.00	$45,920.00	$7,576.80	$8,024.52	$61,521.32
Tracy	8:00 AM	8.00	4	41	1,312.00	$20.00	$26,240.00	$4,329.60	$4,585.44	$35,155.04
Kimball	8:00 AM	8.00	3	41	984.00	$20.00	$19,680.00	$3,247.20	$3,439.08	$26,366.28
Athletics			6		-	$20.00	-	-	-	-
Inclusion	8:00 AM	8.00	1	41	328.00	$20.00	$6,560.00	$1,082.40	$1,146.36	$8,788.76
Total Program Staff Positions			114	Total Program Staff Cost			$708,480.00	$116,899.20	$123,806.88	$949,186.08

OTHER PROGRAM COSTS

Item (Budget)	Number of Months	Quantity (Per Site)	Estimated Unit Cost per month	Other Cost
Custodial (MV)	11	1	$1,182.00	$13,002.00
Audit	11	16	$68.18	$12,000.00
Printing	11	16	$154.36	$27,168.00
Supplies	11	16	$2,408.55	$423,904.00
Training	11	16	$39.82	$7,008.00
Travel	11	16	$3.36	$592.00
Insurance	11	16	$45.45	$8,000.00
Communications	11	16	$171.00	$30,096.00

				-
Total Other Cost				$521,770.00
TOTAL BUDGET COST				$5,498,043.42

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 Boys and Girls Club of Tracy, 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:
   All duties outlined in the MOU attached.

   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 221 DAYS, under the terms of this agreement at the following location all sites listed in FLOP Plan.

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 $2,006,906.30 per FLAT RATE, not to exceed a total of $2,006,906.30 Contractor shall only be paid for work completed to the satisfaction of the District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 07/01/2026, and shall terminate on 06/30/2027.

5. This agreement may be terminated at any time during the term by either party upon 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 209-830-3294 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Junior Cueva
Contractor Signature 10/21/2026

Director of Operations
Title

Contractor Signature

Title

TRACY UNIFIED SCHOOL DISTRICT:

District Authorized Signature

Date

01-2600-0-1110-1000-5800-800-2744
Funding Source

District Office
Site/Department

Date Approved by the Board

Memorandum of Understanding (MOU) By and Between

TRACY UNIFIED SCHOOL DISTRICT

and BOYS & GIRLS CLUBS OF TRACY

Expanded Learning Opportunities Program

This Memorandum of Understanding ("MOU") is made on June 23, 2026, between the Tracy Unified School **DISTRICT** ("**DISTRICT**") and **Boys & Girls Club of Tracy** (**BGCT**), a non-profit corporation, for the purpose of providing an Expanded Learning Opportunities Program (ELO-P) service.

The parties hereby agree to the following terms:

DISTRICT shall act as the lead fiscal and administrative agent with the California Department of Education (CDE) for operating an Expanded Learning Opportunities Program.

DISTRICT is contracting with **BGCT** for the provision of a non-fee-based comprehensive program at:

1. Art Freiler Elementary School
2. Earle E. Williams Middle School
3. Louis Bohn Elementary School
4. Wanda Hirsch Elementary School
5. Gladys Poet-Christian Elementary School
6. Louis Villalovoz Elementary School
7. George Kelly Elementary School
8. North Elementary School
9. South/West Park Elementary School
10. Central Elementary School
11. McKinley Elementary School
12. Melville Jacobson Elementary School
13. Monte Vista Middle School
14. Tracy High School
15. Merrill F. West High School
16. John C. Kimball High School

The term of this contract is from **July 1, 2026, to June 30, 2027.**

Consistent with the **DISTRICT'S** Expanded Learning Opportunities Plan provisions, the **DISTRICT** contract with **BGCT** will operate programs outside the traditional school hours at sixteen **DISTRICT** school sites. **BGCT** will supply the staff, necessary materials, management, supervision, and volunteer recruitment for these sites. In addition, **BGCT** will work collaboratively and follow the **DISTRICTS** guidance on governance, operational management, employee evaluation, curriculum, and scheduling. **BGCT** agrees to provide a high-quality program in keeping with the guidelines established by the CDE, the **DISTRICT,** and **BGCT** for this plan. Any shortcomings in **BGCT's** performance, as determined by the **DISTRICT,** will be addressed. The

DISTRICT reserves the right to take any measures necessary to address any persistent performance problems.

BOYS AND GIRLS CLUB RESPONSIBILITIES

BGCT will provide the following in support of the ELO-P program:

- Will provide academic and homework assistance utilizing **DISTRICT**-approved curriculum.
- Will provide structured physical activity in the form of high-quality lessons, organized activities, and games.
- Will provide enrichment opportunities for students, which may include, but are not limited to, Fine Arts, Music, and Social Emotional Learning.
- Hire, train, and supervise site staff, including the Unit Director (full-time), and youth development professionals (part-time).
- Minimally provide a full-time Director of Operations and Area Director to oversee all BGC operations within TUSD.
- Maintain a student-to-Youth Development Professional ratio of 20:1 in 1st grade through 12th grade and 10:1 in TK through Kindergarten.
- Student enrollment will be the responsibility of the DISTRICT. BGCT will comply with monthly start dates in collaboration with the ELO department.
- DISTRICT and BGCT will work in conjunction on adjustments to student attendance weekly.
- Daily attendance and student tracking (Sign-In and Sign-Out) will be facilitated through Attendly.
- BGCT programming will align with the TUSD schedule and may be adjusted as necessary.
- Maintain student daily attendance equal to or greater than 80%.
- Provide workers' compensation insurance for BGCT employees and agents as required by law. BGCT shall comply with all federal, state, and local laws and ordinances applicable to the work to be performed under this MOU.
- Shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils. If at any time during the term of this MOU BGCT is either notified by the Department of Justice or otherwise becomes aware that any employee of BGCT performing services under this MOU has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, BGCT agrees to immediately notify the DISTRICT and remove said employee from performing services on this MOU.
- All employees at Boys & Girls Clubs of Tracy must have either:
    - 48 college units, or
    - A passing score on Tracy Unified School District's Paraprofessional Exam.
- Provide all materials, tools, and instrumentalities required to perform the services under this MOU.
- Participate in all cross-training for Unit Directors and Youth Development Professionals.
- YDPs will attend regularly scheduled meetings with the TUSD Expanded Learning Department.
- Unit Directors will participate in up to 2 meetings monthly with the TUSD Expanded Learning Department.
- All staff, including substitutes, will complete an onboarding program prior to working at a school site.

- Complete site emergency training and comply with monthly site emergency drills with students.
- Maintain ongoing communication between BGCT staff and DISTRICT staff regarding student needs and progress, including but not limited to meetings with teachers, administration, and site support staff.
- Coordinate ELO-P activities with school staff to ensure the program supports the current academic goals of teachers and administrators.
- Foster communication with parents through activities including, but not limited to, monthly newsletters, Family Nights, Back-to-School Nights, and community events.
- Work with the DISTRICT to implement a comprehensive annual program evaluation plan. As required, attend and participate in evaluation subcommittee meetings. The evaluation plan shall include, but not be limited to, attendance tracking, collection of
- teacher, parent, and participant surveys, and data entry of survey results. Evaluation will be completed by DISTRICT in accordance with CDE guidelines and CDE due dates.
- BGCT Leadership, including the Director of Operations and Area Directors, regularly attend quarterly meetings and participate in governance and operational meetings with DISTRICT.
- Adhere to proper management and fiscal accountability practices, including maintaining proper insurance coverage, compliance with employment laws, utilization of an accrual method of accounting, etc.
- Conduct and provide documentation and findings of annual independent audits, in accordance with CDE requirements.
- Support financial sustainability (matching funds) through:
- BGCT will apply for and use grants, donations, and fundraising support from public and private sources to help fund the program.
- BGCT and the DISTRICT will work together to pursue additional financial support from businesses, community organizations, churches, foundations, and other partners.
- BGCT will help increase awareness of the program through local media, business partnerships, and community fundraising or friend-raising events to build ongoing support.

DISTRICT RESPONSIBILITIES

The **DISTRICT** agrees to submit all reports required by the CDE or U.S. Department of Education in a timely manner and in advance of deadlines. **BGCT** agrees to supply the **DISTRICT** with any and all reporting information required by the CDE or U.S. Department of Education in a timely manner and in advance of any deadlines.

- The **DISTRICT** will provide **BGCT** with complete copies of all attendance, and evaluation reports and pertinent grant-related communication within seven working days of submission to CDE.

DISTRICT will provide **BGCT** with access to and use of **DISTRICT** facilities as deemed necessary by the **DISTRICT** to meet the terms of this MOU. Said access shall be considered part of the meeting ELO-P required support costs.

- The **DISTRICT** is responsible for submitting civic permits for all facilities related to ELOP.

COMPENSATION

In consideration of the satisfactory provision of the above activities, and in accordance with provisions of the primary Expanded Learning Plan provisions, the **DISTRICT** will compensate **BGCT** for services according to the following:

- BGCT will provide the following staffing:

Position	Bohn	Central	Frieler	Hirsch	Jacobson	Kelly	Monte Vista	McKinley	North	Poet	SWP	Villa	Williams	West	Kimball	Tracy	Inclusion	Athletics
YDP/ Lead	6	5	8	6	7	8	8	6	13	7	7	6	7	6	3	4	1	.25
UD	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Prog Dir	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE		
Talent Coord	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE		
AD							1					1						

Intersession

- Intersession will be provided for 29 days from October 5, 2026, to October 9, 2026, March 8, 2027, to March 12, 2027, and June 7, 2027, to July 2, 2027, during the 2026-2027 school year.
- BGCT will provide extended care for 13 days during the following non-school days: November 23, 2026, to November 25, 2026, December 21, 2026, to December 23, 2026, and December 28, 2026, to December 30, 2026, and June 1, 2027, to June 4, 2027.
- BGCT will provide enrichment programming and supervision from 8:00 AM to 5:00 PM during intersession and non-school days. Designated pick-up times will be provided to families at 12:00 PM, 3:00 PM, 4:00 PM, and 5:00 PM.

Total Compensation

REVENUE	Tracy Unified School District: ELOP
Tracy Unified School District: ELOP	$3,491,137.09
TOTAL REVENUE	$3,491,137.09
EXPENSES:	
· Personnel plus Benefits	$2,791,485.00
· Facilities	$ 13,000.00
· Professional Services	$ 12,000.00
· Program Expenses	$ 556,136.61
· Payroll Increases (5%)	$ 118,515.49
TOTAL EXPENSE	$3,491,137.10
Net FY Budget	$ (0.00)

DATA SHARING, STUDENT PRIVACY, and CONFIDENTIALITY

BGCT acknowledges that, in the course of performing services under this MOU, it may receive or have access to personally identifiable information ("PII") from student education records. **BGCT** agrees to comply with all applicable federal and state laws and regulations governing the confidentiality and security of such information, including but not limited to the Family Educational Rights and Privacy Act (FERPA), the California Student Online Personal Information Protection Act (SOPIPA), and the Children's Online Privacy Protection Act (COPPA), where applicable.

BGCT shall use student data solely for the purpose of fulfilling its obligations under this MOU and for no other purpose. BGCT shall not disclose, release, or otherwise make available any student or DISTRICT data to any third party without the prior written consent of the DISTRICT, except as required by law.

BGCT agrees to implement and maintain reasonable administrative, technical, and physical safeguards to protect student and DISTRICT data against unauthorized access, disclosure, alteration, or destruction. Access to such data shall be limited to BGCT employees or agents who have a legitimate educational interest and who have received appropriate training regarding data privacy and security.

In the event of any actual or suspected breach of data involving student or DISTRICT information, **BGCT** shall notify the DISTRICT in writing within forty-eight (48) hours and shall cooperate fully with the DISTRICT in any investigation and remediation efforts.

All student data and records shall remain the property of the DISTRICT. Upon termination of this MOU, or upon request of the DISTRICT, **BGCT** shall return or securely destroy all such data in its possession and shall certify in writing that such destruction has been completed.

The DISTRICT reserves the right to review and monitor **BGCT's** compliance with the provisions of this section.

MOU and for no other purpose. **BGCT** shall not disclose, release, or otherwise make available any student or **DISTRICT** data to any third party without the prior written consent of the **DISTRICT**, except as required by law.

BGCT agrees to implement and maintain reasonable administrative, technical, and physical safeguards to protect student and **DISTRICT** data against unauthorized access, disclosure, alteration, or destruction. Access to such data shall be limited to **BGCT** employees or agents who have a legitimate educational interest and who have received appropriate training regarding data privacy and security.

In the event of any actual or suspected breach of data involving student or **DISTRICT** information, **BGCT** shall notify the **DISTRICT** in writing within forty-eight (48) hours and shall cooperate fully with the **DISTRICT** in any investigation and remediation efforts.

All student data and records shall remain the property of the **DISTRICT**. Upon termination of this MOU, or upon request of the **DISTRICT**, **BGCT** shall return or securely destroy all such data in its possession and shall certify in writing that such destruction has been completed.

The **DISTRICT** reserves the right to review and monitor **BGCT's** compliance with the provisions of this section.

INDEPENDENT CONTRACTOR

BGCT enters into this Agreement as an independent contractor and not as an employee of the **DISTRICT**. **BGCT** 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 **BGCT** are employees, agents, contractors or subcontractors of **BGCT** and not of the **DISTRICT**. The **DISTRICT** shall not be obligated in any way to pay any wage claims or other claims made against **BGCT** by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

INDEMNIFICATION

BGCT agrees to hold harmless and to indemnify **DISTRICT** for:

Any injury to person or property sustained by **BGCT** or by any person, firm or corporation employed directly or indirectly by **BGCT** 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 **BGCT**, or any person, firm or corporation directly or indirectly employed by **BGCT** 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 **BGCT** 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 **BGCT** 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.

INSURANCE

During the entire term of this MOU, **BGCT** shall procure, pay for, and keep in full force and effect the following types of insurance:

a. **BGCT** 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 **BGCT** 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. **BGCT** *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, **BGCT** 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 **BGCT** and/or its employees.

TERM and TERMINATION

In consideration of the services performed by **BGCT**, **DISTRICT** shall pay **BGCT** according to the following fee schedule:

a. **DISTRICT** shall pay $ 3,491,137.10, not to exceed a total of $3,491,137.10 . **BGCT** shall only be paid for work completed to the satisfaction of **DISTRICT** through the termination date of this agreement.

b. **DISTRICT** reimburse **BGCT** for out-of-pocket expenses incurred during **BGCT's** performance of the services, including: mileage, meals and lodging in the **DISTRICT**, with rates not to exceed those currently in effect for employees of the **DISTRICT**. Reimbursement of expenses shall not exceed $ 0 for the term of this agreement.

c. **DISTRICT** shall make payment on a and within thirty (30) working days from **BGCT'S** presentation of a detailed invoice or on a claim form provided by **DISTRICT**. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2026 and shall terminate on June 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. Rev. 06.23.16

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.**BGCT** shall contact the **DISTRICT'S** designee, Rocio Garcia, at rgarcia@tusd.net with any questions regarding performance of the services outlined above. **DISTRICT'S** designee shall determine if and when **BGCT'S** has completed the services described.

This agreement will not automatically renew each year. The **DISTRICT** will notify **BGCT** by April 1, 2027, of its intent to continue the following school year.

ENTIRE AGREEMENT

This Agreement is for the personal services of **BGCT** and **BGCT** may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of **BGCT**. 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. **BGCT** shall be as fully responsible to the **DISTRICT** for the negligent acts and omissions of **BGCT** and subcontractors, and of persons either directly or indirectly Rev. 10.28.15 employed by them, as it is for the negligent acts and omissions of persons directly employed by **BGCT**.

10. **BGCT** 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 **BGCT'S** current employer. **BGCT** 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. **BGCT** 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 **BGCT'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. **BGCT** 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 **BGCT** in writing that **BGCT'S** duties under this Agreement warrant greater disclosure by **BGCT** than was originally contemplated. **BGCT** 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. **BGCT** 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. **BGCT** 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. **BGCT** 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 **BGCT**.

Tracy Unified School District	**Boys & Girls Clubs of Tracy**
By: _____ Signature	By: _____ Signature
Rocio Garcia _____ Printed Name	_____ Printed Name
_____	_____

May 27, 2026

This letter will serve as an agreement between Tracy Unified School District (TUSD) and Boys & Girls Clubs of Tracy (BGCT) regarding payment of Extended Learning Opportunity Program (ELOP) fund from July 1, 2026 - June 30, 2027. This letter is solely to define the terms for the requested advance payment funds for ELOP. All other terms and conditions contained in the professional services contract for this funding will remain in effect.

TUSD agrees to advance BGCT for the 1st, 2nd and 3rd quarters of 2026-2027 ELOP contract. The total amount of the contract agreement for this time period is $3,491,137.10.

TUSD agrees to advance the 1st, 2nd & 3rd quarter payments to BGCT as follows:

1st Quarter Advance
BGCT will submit an estimated invoice to TUSD by July 1, 2026 TUSD will pay on their estimated invoice by July 31, 2026.

2nd Quarter Advance
BGCT will submit an estimated invoice to TUSD by September 1, 2026. TUSD will pay on their estimated invoice by September 20, 2026.

3rd Quarter Advance
BGCT will submit an estimated invoice to TUSD by December 2, 2026. TUSD will pay on their estimated invoice by December 20, 2026.

BGCT submit monthly expenditure reports to TUSD.

Settle-Up
In the month of April, 2026, the three quarters of advances will be reconciled with the actual expenses. We will settle up with April's payment. April's expenses will be reported to TUSD by May, 25, 2026. If BGCT was overpaid for the three quarters, the overpayment amount will be subtracted from April's payment. If BGCT was underpaid for the three quarters, the underpayment amount will be added to April's payment. The months of May and June will be paid once the invoice and expenditure reports are received.

This agreement is for July 1, 2026-June 30, 2026 only.

Please sign below to acknowledge this agreement:

_____ _____

Genaro Cueva as Authorized Agent — Date

Boys & Girls Clubs of Tracy

_____ _____

TUSD Authorized Agent — Date

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: September 24, 2026
RE: **Adopt Revised Board Policy and Acknowledge Revised Administrative Regulation 4200 Classified 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 Classified Personnel, the District seeks to adopt the revised Board Policy 4200. There have been no changes to the Administrative Regulation 4200, but we would like to acknowledge that as of this date we are in compliance with the CSBA recommended regulation.

RECOMMENDATION: Adopt Revised Board Policy and Acknowledge Administrative Regulation 4200 Classified Personnel (Second Reading).

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

CLASSIFIED PERSONNEL

~~The Governing Board recognizes that classified personnel provide essential services that support and enhance the district's educational program. The Board shall fill each of its classified positions with qualified persons, consistent with position requirements.~~

~~The Board shall classify all employees and positions not requiring certification qualifications as the classified service, except for those employees and positions specifically exempt from classified service. (Education Code 45103)~~

~~Individuals who possess certification qualifications shall not be prohibited from being employed in a classified position. (Education Code 45104)~~

~~Each classified position shall have a designated title and regular minimum number of assigned hours per day, days per week, and months per year.~~

~~Classified employees shall be assigned by their immediate supervisors with the approval of the Superintendent or designee. They shall be required to perform those duties prescribed by the Board for the position the employee holds, in accordance with applicable job descriptions and collective bargaining agreements.~~

~~Each classified employee shall be held accountable for duties assigned to him/her and shall undergo regular performance evaluations in accordance with collective bargaining agreements.~~

~~Substitute and Short-Term Employees~~

~~The district may employ a substitute employee to replace a classified employee who is temporarily absent from duty. (Education Code 45103)~~

~~If the district is in the process of hiring a permanent employee to fill a classified position, the Board may fill the vacancy with one or more substitute employees for no more than 60 calendar days, unless the applicable collective bargaining agreement provides for a different period of time. (Education Code 45103)~~

~~The district may employ a short-term employee to perform a service for the district when that service or similar services will not be extended or needed on a continuing basis. Before employing a short-term employee, the Board, at a regularly scheduled meeting, shall specify the service required to be performed by the employee and shall certify the ending date of the service. The Board may shorten or extend the ending date, but the date shall not be extended beyond 195 work days per year, including holidays, sick leave, vacation, and other leaves of absence, irrespective of the number of hours worked per day. (Education Code 45103)~~

TUSD Adopted: 09.23.97
TUSD Revised: 12.09.25

CLASSIFIED PERSONNEL

The Governing Board believes that classified employees provide essential services that support and enhance the district's educational program, including the academic achievement, personal growth, and well-being of district students. Additionally, the Board acknowledges that classified employees benefit from professional development in fulfilling the expectations for their position and expects classified employees to engage in ongoing professional development to improve their skills and pursue excellence.

The Superintendent or designee shall fill each of its classified positions with individuals who meet applicable requirements and district qualifications, consistent with position requirements.

The Superintendent or designee shall define and communicate the duties, responsibilities, and expectations for each classified position.

The Superintendent or designee may provide professional development opportunities to classified staff for the purpose of continual improvement of knowledge and skills related to the employee's position.

The Board shall classify all employees and positions not requiring certification qualifications as the classified service, except for those employees and positions specifically exempt from classified service. (Education Code 45103)

Individuals who possess certification qualifications shall not be prohibited from being employed in a classified position. (Education Code 45104)

Each classified position shall have a designated title and regular minimum number of assigned hours per day, days per week, and months per year.

Classified employees shall be assigned by their immediate supervisors with the approval of the Superintendent or designee. They shall be required to perform those duties prescribed by the Board for the position the employee holds, in accordance with applicable job descriptions and collective bargaining agreements.

Each classified employee shall be responsible for completing assigned duties consistent with the applicable job description and shall be evaluated in accordance with law, Board policies, administrative regulations, and collective bargaining agreements, as appropriate.

Substitute and Short-Term Employees

The district may employ a substitute employee to replace a classified employee who is temporarily absent from duty. (Education Code 45103)

If the district is in the process of hiring a permanent employee to fill a classified position, the Board may fill the vacancy with one or more substitute employees for no more than 60

CLASSIFIED PERSONNEL

calendar days, unless the applicable collective bargaining agreement provides for a different period of time. (Education Code 45103)

The district may employ a short-term employee to perform a service for the district when that service or similar services will not be extended or needed on a continuing basis. Before employing a short-term employee, the Board, at a regularly scheduled meeting, shall specify the service required to be performed by the employee and shall certify the ending date of the service. The Board may shorten or extend the ending date, but the date shall not be extended beyond 195 work days per year, including holidays, sick leave, vacation, and other leaves of absence, irrespective of the number of hours worked per day. (Education Code 45103)

Legal Reference:

EDUCATION CODE

45100-45139	Employment of classified staff
45160-45166	Salaries and differential compensation
45190-45210	Resignation and leaves of absence
45220-45320	Merit system
49406	Examination for tuberculosis
51760-51769.5	Work experience education

TUSD Adopted: 09.23.97
TUSD Revised: 12.09.25

CLASSIFIED PERSONNEL

Exemption from Classified Service

Persons hired solely for purposes which are exempted from the classified service shall nevertheless fulfill the obligations of classified employees related to physical examinations pursuant to Education Code 45122, fingerprinting pursuant to Education Code 45125, and tuberculosis tests pursuant to Education Code 49406. (Education Code 45106) Individuals hired solely for the following purposes shall not be part of the classified service: (Education Code 45103)

1. Substitute or short-term employees who are employed and paid for fewer than 195 work days per year, including holidays, sick leave, vacation, and other leaves of absences, irrespective of the number of hours worked per day

2. Apprentices and professional experts employed on a temporary basis for a specific project regardless of length of employment

3. Full-time students employed part time

4. Part-time students employed part time in any college work study program, or in a work experience education program conducted by a community college district pursuant to Education Code 51760-51769.5 that is financed by state or federal funds

Restricted Positions

Persons employed in restricted positions pursuant to Education Code 45105 or 45108 shall be classified employees for all purposes except that they shall not be subject to the provisions of Education Code 45272 and 45273 related to promotional examinations and the filling of vacancies, and shall not acquire permanent status or seniority credit. Such persons shall be eligible for promotion into the regular classified service only after completing six months of satisfactory service and satisfactorily completing the qualifying examinations required of all other persons serving in the same class in the regular classified service. (Education Code 45105, 45108)

Legal Reference:

EDUCATION CODE

45100-45139	Employment of classified staff
45160-45166	Salaries and differential compensation
45190-45210	Resignation and leaves of absence
45220-45320	Merit system
49406	Examination for tuberculosis
51760-51769.5	Work experience education

TUSD Acknowledged: 09.23.97
TUSD Revised: 12.09.25

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: October 27, 2026
RE: **Approve a Declaration for Provisional Internship Permits**

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

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

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve a Declaration for Provisional Internship Permits.

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

BEFORE THE BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

DECLARATION

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

Gerardo Hernandez – West High School – RSP 9-12

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Board President

Date: _____

ATTEST:

_____
Board Vice President

Date: _____

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 15, 2026
SUBJECT: **Adopt Revised Board Policy 4040 Employee Use of Technology (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 Revised Board Policy 4040 Employee Use of Technology (First Reading).

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

EMPLOYEE USE OF TECHNOLOGY

~~The Governing Board intends that technological resources provided by the district be used in a safe, responsible and proper manner in support of the enhancement of employee performance by improving access to and exchange of information; offering effective tools to assist in providing a quality instructional program; facilitating communications with parents/guardians, students, and the community; and supporting district and school operations. The Board expects all employees to learn to use the available electronic resources that will assist them in the performance of their job responsibilities. As needed, employees shall receive training in the appropriate use of these resources.~~

~~Employees shall be responsible for the appropriate use of district technology and shall use district technology primarily for purposes related to their employment.~~

~~District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (Wi-Fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.~~

~~The Superintendent or designee shall establish an Acceptable Use Agreement which outlines employee obligations and responsibilities related to the use of district technology. Upon employment and before an employee is authorized to use district technology, and whenever significant changes are made to the district's Acceptable Use Agreement, the employees shall be required to sign and return the Acceptable Use Agreement acknowledging that he/she has read and agreed to the obligations and responsibilities specified in the Acceptable Use Agreement. In that Acceptable Use Agreement, the employee shall agree to release the district and any district personnel from any and all claims and damages arising from his/her use of district technology or from the failure of any technology protection measures employed by the district.~~

~~The Superintendent or designee shall regularly review and update this policy, the accompanying administrative regulation, and other relevant procedures to enhance the safety and security of employees using district technology and to help ensure that the district adapts to changing technologies and circumstances.~~

~~He/she shall ensure that all employees using district technology receive copies of related policies, regulations and guidelines. Employees shall be asked to acknowledge in writing that they have read and understood these policies, regulations and guidelines.~~

~~Employees shall not use district technology to access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, sexually explicit, or unethical or that promotes any activity prohibited by law, Board policy, or administrative regulations. Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary~~

EMPLOYEE USE OF TECHNOLOGY

~~statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)~~

~~Employee use of district technology to access social media platforms is prohibited, unless approved by the Superintendent or designee, or used appropriately for instruction purposes. To the extent possible, the Superintendent or designee shall block access to such sites on district computers with internet access.~~

~~Use of District Computers for Online Services/Internet Access~~

~~The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. (20 USC 6777, 47 USC 254)~~

~~To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Employees shall supervise students while they are using online services and may have teacher aides, student aides, and volunteers assist in the supervision.~~

~~The Superintendent or designee shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.~~

~~The Superintendent or designee shall notify employees in writing that they have no reasonable expectation of privacy in the use of any equipment or other technological resources provided by or maintained by the district, including, but not limited to, computer files, access to the Internet or social media, email, text messages, instant messaging, and other electronic communications, even when provided their own password. To ensure proper use, the Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent and for any reason allowed by law.~~

~~In addition, employees shall be notified that records maintained on any personal device or messages sent or received on a personal device that is being used to conduct district business may be subject to disclosure, pursuant to a subpoena or other lawful request.~~

~~Employees shall report any security problem or misuse of district technology to the Superintendent or designee.~~

~~Inappropriate use of district technology may result in a cancellation of the employee's user~~

EMPLOYEE USE OF TECHNOLOGY

~~privileges, disciplinary action, and/or legal action in accordance with law, Board policy, and administrative regulation.~~

~~Legal Reference:~~

~~EDUCATION CODE~~
~~52295.10-52295.55 Implementation of Enhancing Education Through Technology grant program~~

~~GOVERNMENT CODE~~
~~3543.1 Rights of employee organizations~~

~~PENAL CODE~~
~~502 Computer crimes, remedies~~
~~632 Eavesdropping on or recording confidential communications~~

~~VEHICLE CODE~~
~~23123 Wireless telephones in vehicles~~
~~23123.5 Mobile communication devices; text messaging while driving~~
~~23125 Wireless telephones in school buses~~

~~UNITED STATES CODE, TITLE 20~~
~~6751-6777 Enhancing Education Through Technology Act, Title II, Part D, especially:~~
~~6777 Internet safety~~

~~UNITED STATES CODE, TITLE 47~~
~~254 Universal service discounts (E-rate)~~

~~CODE OF FEDERAL REGULATIONS, TITLE 47~~
~~54.520 Internet safety policy and technology protection measures, E-rate discounts~~

~~COURT DECISIONS~~
~~City of Ontario v. Quon et al. (2010) 000 U.S. 08-1332~~

~~Management Resources:~~
~~WEB SITES~~
~~CSBA: http://www.csba.org~~
~~American Library Association: http://www.ala.org~~
~~California Department of Education: http://www.cde.ca.gov~~
~~Federal Communications Commission: http://www.fcc.gov~~
~~U.S. Department of Education: http://www.ed.gov~~

TUSD Adopted: 01.28.97
TUSD Revised: 11.14.06, 06.29.12, 06.27.17

EMPLOYEE USE OF TECHNOLOGY

The Governing Board recognizes that technological resources enhance employee performance by offering effective tools to assist in providing a quality instructional program; facilitating communications with parents/guardians, students, and the community; supporting district and school operations; improving access to and exchange of information; enriching curriculum; and enhancing student learning.

District technology includes, but is not limited to, computer hardware, software, or software as a service provided or paid for by the district, whether accessed on or off site or through district-owned or personally owned equipment or devices, including tablets and laptops; computer servers, wireless access points (routers), and wireless computer networking technology (wi-fi); the Internet; email; applications (apps), including artificial intelligence (AI) apps; telephones, cellular or mobile telephones, smartphones, smart devices, and wearable technology; or any wireless communication device, including radios.

Employees shall review the prohibited and permitted uses of technology as specified in Board Policy 5131.9 - Academic Honesty, be responsible for the appropriate use of technology, and use district technology primarily for purposes related to their employment consistent with board policies and administrative regulations.

An employee may use technology, including AI apps, to assist the employee in the performance of the employee's professional duties, including, but not limited to, the following specific tasks: developing syllabi, creating curriculum, reviewing student work, suggesting instructional strategies, and researching academic content or instructional techniques. Any employee using technology, including AI, shall review and be responsible for any final product or document; not share confidential student records with a third party, such as an AI app, except as permitted by law; and use the technology in accordance with Board Policy 6162.6 - Use of Copyrighted Materials, and in a manner otherwise consistent with law, board policies, and administrative regulations. If an employee is unsure about the appropriate use of technology, the employee shall confer with the Superintendent or designee before using.

As determined by the Superintendent or designee, employees shall receive professional development in the appropriate use of these resources, including in the use of AI apps.

The Superintendent or designee shall establish an Acceptable Use Agreement which outlines employee obligations and responsibilities related to the use of district technology, including the use of AI apps. Upon employment and whenever significant changes are made to the district's Acceptable Use Agreement, employees shall be required to acknowledge in writing that they have read and agreed to the Acceptable Use Agreement.

Employees shall not use district technology to access, post, submit, publish, display, or otherwise engage with harmful or inappropriate matter that is threatening, obscene, disruptive, sexually

explicit, or unethical or that promotes any activity prohibited by law, board policy, or administrative regulations.

TUSD Adopted: 01.28.97
TUSD Revised: 11.14.06, 06.29.12, 06.27.17

EMPLOYEE USE OF TECHNOLOGY

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. (20 USC 7131; 47 USC 254)

The Superintendent or designee shall regularly review current guidance regarding cybersecurity, data privacy, and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, the monitoring and response to cyberattacks, ensuring data privacy, and managing suspicious and/or threatening digital media content, in accordance with Board Policy 3580 - District Records.

The Superintendent or designee shall annually notify employees in writing that they have no reasonable expectation of privacy in the use of any district technology, as defined above, even when using their personal devices. To ensure proper use, the Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent and for any reason allowed by law.

In addition, employees shall be notified that records, including communications, maintained on any personal accounts or devices used to conduct district business are subject to disclosure at the district's request, and pursuant to a subpoena or other lawful request.

Employees shall report any security problem or misuse of district technology to the Superintendent or designee.

Inappropriate use of district technology may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, board policy, and administrative regulation.

Employees may access their mobile or other communications device if there is a need to seek emergency assistance, assess the safety of a situation, or communicate with a person to confirm the person's safety. (Labor Code 1139)

State	Description
Gov. Code 11549.3	Cybersecurity
Gov. Code 3543.1	Rights of employee organizations
Gov. Code 7920.000-7930.170	California Public Records Act
Lab. Code 1139	Emergency assistance
Pen. Code 502	Computer crimes; remedies

TUSD Adopted: 01.28.97
TUSD Revised: 11.14.06, 06.29.12, 06.27.17

EMPLOYEE USE OF TECHNOLOGY

Pen. Code 632	Eavesdropping on or recording confidential communications
Veh. Code 23123	Wireless telephones in vehicles
Veh. Code 23123.5	Mobile communication devices; text messaging while driving
Veh. Code 23125	Wireless telephones in school buses

Federal	**Description**
20 USC 7101-7122	Student Support and Academic Enrichment Grants
20 USC 7131	Internet Safety
47 CFR 54.520	Internet safety policy and technology protection measures; E-rate discounts

TUSD Adopted: 01.28.97
TUSD Revised: 11.14.06, 06.29.12, 06.27.17

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 6, 2026
SUBJECT: **Approve Tentative Agreements with the California School Employees Association (CSEA)**

BACKGROUND: Through the negotiations process, Tentative Agreements were signed for the sunshined re-opener articles for the 2025-2026 contract year. The Tentative Agreements (see attached) were approved and ratified by the CSEA members on September 24, 2026.

RATIONALE: The attached Tentative Agreements include modifications to some of the existing language in the Master Agreement between the Tracy Unified School District (District) and the California School Employees Association (CSEA) (see attached):

ARTICLE XLI, Summer School - Tentative Agreement signed on September 2, 2026 (See attached)

ARTICLE XLII, Year Round Education - Tentative Agreement signed on May 15, 2026 (See attached)

FUNDING: Pay and benefit increases described in the tentative agreements (attached) will be paid from a variety of funds.

RECOMMENDATION: Approve Tentative Agreements with the California School Employees Association (CSEA).

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

TENTATIVE AGREEMENT
BETWEEN
CALIFONIA SCHOOL EMPLOYEES ASSOCIATION AND ITS TRACY CHAPTER #098
AND
TRACY UNIFIED SCHOOL DISTRICT
September 2, 2026

This is a tentative agreement between the Tracy Unified School District ("TUSD") and California School Employees Association ("CSEA") (together referred to as "parties") reached on September 2, 2026.

1. This Tentative Agreement completes successor negotiations for the 2025-2026 school year. There will be no additional reopener negotiations for the 2025-2026 school year.

2. The parties previously reached Tentative Agreements on the following for the 2025-2026 year:

   ARTICLE XLI Summer School signed on 9/2/2026

   ARTICLE XLII Year Round Education signed on 5/15/2026

3. This Agreement and the attached Tentative Agreements are subject to ratification by CSEA and the District's Governing Board of Trustees and shall become effective upon ratification.

Agreed to this 2nd day of September, 2026 in Tracy, California.

Tammy Jalique, Associate Superintendent of Human Resources

Michael Caulfield, CSEA Tracy Chapter #098 President

Debra Ladwig, CSEA Labor Relations Representative

TENTATIVE AGREEMENT
BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS TRACY CHAPTER #098
AND
TRACY UNIFIED SCHOOL DISTRICT

The California School Employees Association and its Tracy Chapter #098 (CSEA) and the Tracy Unified School District (District), collectively the Parties, agree to the following changes to ARTICLE XLI: SUMMER SCHOOL as part of the 2025-26 Reopener negotiations.

ARTICLE XLI
SUMMER SCHOOL

41.1 If an employee is assigned in his/her current classification, the employee will receive salary compensation based on his/her current rate of pay. If an employee is assigned in a position other than his/her own, the employee will receive salary compensation based on the employee's current step and range of the position for which he/she is assigned.

41.2 ~~The salary in place in June will be in place for the duration of summer school.~~ **Classified employees working summer school will be paid based on the applicable salary schedule.**

41.3 ~~In order t~~**T**o be paid, employees must sign a summer school ~~contract~~ **agreement** ~~and submit an absence report for any hours and/or days absent~~.

41.4 Employees working **summer school assignments shall receive vacation accrual in the same proportion as during the regular instructional school year.** ~~equal to or greater than 24 days shall be paid for one additional summer school vacation day based on the number of hours per day as stated in their summer school contract.~~

41.5 Summer school employees shall be paid for **the Juneteenth holiday and/or the** fourth of July holiday if they were in a paid status during any portion of the working day immediately preceding or succeeding the holiday, based on the number of hours per day as stated in their summer school ~~contract~~ **agreement.**

~~41.6 The fourth of July holiday and summer school vacation day must be added to the time sheet.~~

41.6 ~~Employees may use a maximum of one day of summer school sick leave per summer session, based on the number of hours per day as stated in their summer school contract. Any unused summer school sick leave will be added to the employee's regular sick leave allotment.~~ **Employees assigned to work summer school assignments shall receive sick leave accrual in the same proportion as during the regular instructional school year.**

41.7 The District shall annually post all available summer school assignments to facilitate applications from interested bargaining unit members.

41.8 The District shall assign each bargaining unit member applicant for the available positions using the following criteria:

41.8.1 For each available position, the District shall determine assignment of bargaining unit member applicants based on classification qualifications, and the specific needs of the program and its students.

41.8.2 For Para Educator IEP assignments, bargaining unit member applicants most closely associated with the enrolled students during the regular school year as determined by the District will be so assigned with site of assignment and hours determined by the District;

41.8.3 For Non Para Educator IEP within classification assignments, bargaining unit member applicants will be assigned with classification seniority as the determining factor with site of assignment and hours determined by the District;

41.9 For outside of classification assignments, bargaining unit member applicants will be assigned based on their qualifications for the position.

41.10 No employee shall be required to accept a Summer School assignment.

Agreed to this 2nd day of September, 2026.

Tammy Jalique, Associate Superintendent of Human Resources

Michael Caulfield, President, CSEA Chapter #098

Debra Ladwig, CSEA Labor Relations Representative

TENTATIVE AGREEMENT
California School Employees Association and its Tracy Chapter 98
And
Tracy Unified School District

ARTICLE XLII
YEAR ROUND EDUCATION

The parties agree to status quo on this article.

Agreed to this 15th day of May, 2026

Tammy Jalique, Associate Superintendent of Human Resources

Michael Caulfield, President, CSEA Chapter #098

Debra Ladwig, CSEA Labor Relations Representative

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 1, 2026
SUBJECT: **Adopt Revisions to Board Policy 4111, 4211, 4311 Recruitment and Selection (First Reading)**

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

RECOMMENDATION: Adopt Revisions to Board Policy 4111, 4211, 4311 Recruitment and Selection (First Reading).

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

RECRUITMENT AND SELECTION

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected for employment in the district based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures, seek to establish and maintain a diverse staff, including the active recruitment from institutions and organizations that serve populations underrepresented among district employees.

When a vacancy occurs, the Superintendent or designee shall review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. The Superintendent or designee shall also disseminate job announcements to ensure a wide range of candidates.
When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.2)

The Superintendent shall develop and maintain appropriate hiring procedures to identify the best possible candidates for a position. In doing so, an interview committee may be established to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential and consistent with law.

No inquiry shall be made about any information prohibited by state or federal nondiscrimination laws.

Unless otherwise provided for in law, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

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)
The Superintendent or designee shall not inquire, orally or in writing, about an applicant's salary history information, including compensation and benefits. Additionally, the Superintendent or designee shall not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. (Labor Code 432.3)

RECRUITMENT AND SELECTION

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with district needs and any applicable collective bargaining agreements, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

LEGAL REFERENCES

State	Description
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 35035	Powers and duties of the superintendent; transfer authority
Ed. Code 44066	Limitations on certification requirements
Ed. Code 44259	Teaching credential, exception; designated subjects; minimum requirements
Ed. Code 44750	Teacher recruitment resource center
Ed. Code 44830-44831	Employment of certificated persons
Ed. Code 44858	Age or marital status in certificated positions
Ed. Code 44859	Prohibition against certain rules and regulations regarding residency
Ed. Code 45103-45139	Employment; classified employees
Ed. Code 49406	Examination for tuberculosis
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 7920.000-7930.215	California Public Records Act
Gov. Code 815.2	Liability of public entities and public employees
H&S Code 53570-53574	Teacher Housing Act of 2016
Lab. Code 432.3	Salary information

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
34 CFR 106.51-106.61	Nondiscrimination on the basis of sex in employment in education program or activities
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
5 USC 552	Freedom of Information Act
8 USC 1324a	Unlawful employment of aliens
8 USC 1324b	Unfair immigration related employment practices

TUSD Adopted: 12.10.96
TUSD Revised: 05.14.24

RECRUITMENT AND SELECTION

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

The Superintendent or designee shall develop recruitment and selection processes, consistent with applicable law, Board policy, and collective bargaining agreements, that are designed to promote fairness and equity so that individuals are selected for employment in the district based on demonstrated knowledge, skills, and competence and in compliance with applicable antidiscrimination laws.

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures and consistent with applicable law, seek to recruit a diverse pool of qualified applicants.

When a vacancy occurs, the Superintendent or designee shall review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. Additionally, the Superintendent or designee shall disseminate job announcements in a manner reasonably designed to reach a broad pool of qualified candidates.

When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.3)

The Superintendent shall develop and maintain appropriate hiring procedures to identify qualified candidates who meet district needs. In doing so, an interview committee may be established to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be treated as confidential to the extent consistent with law.

When considering an applicant for a certificated position, the district shall inquire with each district, county office of education (COE), charter school, state special school or diagnostic center operated by the California Department of Education (CDE), or private school that previously employed the applicant as to whether the applicant was the subject of any credible complaints of, substantiated investigations into, or discipline for, egregious misconduct that was reported to the Commission on Teacher Credentialing (CTC). (Education Code 44939.5)

Additionally, when considering an applicant for a classified position, the district shall inquire with each district, COE, charter school, state special school or diagnostic center operated by CDE, or private school that previously employed the applicant as to whether the applicant was the subject of any credible complaints of, substantiated investigations into, or discipline for, egregious misconduct that were used to support a substantiated investigation. (Education Code 44051)

TUSD Adopted: 12.10.96
TUSD Revised: 05.14.24

RECRUITMENT AND SELECTION

Upon receipt of an inquiry from another district, COE, charter school, state special school or diagnostic center operated by CDE, or private school, in regard to an applicant for employment to that entity, the Superintendent or designee shall disclose to the inquiring entity all relevant information related to any report of egregious misconduct to CTC within its possession in regard to such applicant, including information in the employee's or former employee's personnel file, as specified in Education Code 44051 and 44939.5.

No inquiry shall be made about any information prohibited by state or federal nondiscrimination laws.

Unless otherwise provided for in law, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

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)

The Superintendent or designee shall not inquire, orally or in writing, about an applicant's salary history information, including compensation and benefits. Additionally, the Superintendent or designee shall not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. (Labor Code 432.3)

The Superintendent or designee shall not require an applicant to have a driver's license unless driving is an essential function of the position or it is otherwise reasonably expected for driving to be a job function for the position and that satisfying the job function using an alternative form of transportation would not be comparable in travel time or cost to the district. (Government Code 12940)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with district needs and any applicable collective bargaining agreements, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

TUSD Adopted: 12.10.96
TUSD Revised: 05.14.24

RECRUITMENT AND SELECTION

Legal References:

State	Description
Ed. Code 200-280	Prohibition of discrimination
Ed. Code 35035	Powers and duties of the superintendent; transfer authority
Ed. Code 44051	Noncertificated employees; report of egregious misconduct
Ed. Code 44066	Limitations on certification requirements
Ed. Code 44259	Teaching credential, exception; designated subjects; minimum requirements
Ed. Code 44750	Teacher recruitment resource center
Ed. Code 44830-44831	Employment of certificated persons
Ed. Code 44858	Age or marital status in certificated positions
Ed. Code 44859	Prohibition against certain rules and regulations regarding residency
Ed. Code 44939.5	Certificated employees; report of egregious misconduct
Ed. Code 45103-45139	Employment; classified employees
Ed. Code 49406	TB risk assessment
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 7920.000-7930.215	California Public Records Act
Gov. Code 815.2	Liability of public entities and public employees
H&S Code 53570-53574	Teacher Housing Act of 2016
Lab. Code 432.3	Salary information

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
34 CFR 106.51-106.61	Nondiscrimination on the basis of sex in employment in education program or activities
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
5 USC 552	Freedom of Information Act
8 USC 1324a	Unlawful employment of aliens
8 USC 1324b	Unfair immigration related employment practices

TUSD Adopted: 12.10.96
TUSD Revised: 05.14.24

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 5, 2026
SUBJECT: **Approve Job Description for Athletic Director-Administrator**

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. This job description is being proposed to address a potential move of Athletic Directors into management per an agreement signed with TEA.

RATIONALE: This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: General Fund.

RECOMMENDATION: Approve Job Description for Athletic Director-Administrator.

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

JOB DESCRIPTION OF ATHLETIC DIRECTOR

POSITION: Athletic Director – Administrator

DEPARTMENT: Comprehensive High Schools

POSITION SUMMARY:
Under the direction of the Principal, plan, organize, control and direct high school athletic activities; schedule and coordinate athletics programs and events on campus; serve as liaison between administrators, personnel, parents, students and outside agencies (e.g. Booster Clubs); supervise and evaluate the performance of assigned personnel. Participate in the general administrative operations of the school.

ESSENTIAL FUNCTIONS:

1. Plan, organize, control and direct high school athletic activities; including but not limited to develop standards and procedures for high school athletic programs; develop and approve athletic schedules, arrange facility use and equipment needs, arrange for staffing of security, medical, security, gate and other needed staff, coordinate athletic camps on school facilities.
2. Serve as liaison between administrators, personnel, parents, students, boosters and outside agencies; respond to inquiries and provide information concerning school athletics programs; resolve issues and conflicts related to athletic programs. Maintain timely and effective communication with stakeholder groups, including maintenance of site Athletic Program webpage and other social media communications.
3. Oversee staffing the athletic program, including but not limited to and coordinate the interviews, conduct reference checks, select and assign both voluntary and paid coaching staff.
4. Ensure compliance with all training requirements and mandates for all coaching staff. Serve as a liaison with Human Resources staff regarding coaching staff compliance and hiring needs.
5. Observe and evaluate all coaches to ensure they meet District requirements, support District philosophy regarding athletics, and are providing role models for student athletes in compliance with District guidelines (such as Character Counts and ASEP).
6. Develop and submit a timely annual budget for the site athletic programs and activities; analyze and review budgetary and financial data to remain fiscally sound; control and authorize expenditures in accordance with established limitations; coordinate the purchase and maintenance of athletic equipment. Prepare and submit a financial reports to the site admin or designee.
7. Ensure compliance with all interscholastic policies and procedures including but not limited to Rules and By-Laws of the California Interscholastic Federation, Athletic League regulations for each High School Athletic Department (for example, SJ.A.A., T.C.A.L. and V.O.L.), Title IX and all District Board policies related to the Athletic Departments.
8. Represent the school as necessary in all athletic business at District, League, Section and State meetings.
9. Arrange athletic recognition events, including but not limited to scheduling, arranging of facilities, promotion of events, and purchase of recognition awards. Obtain prior approval from the Superintendent regarding the naming of proposed athletic awards.

10. Schedule, promote, and staff physical examinations for each athletic candidate prior to the fall, winter, and spring sports sessions. Maintain a permanent confidential file at the school site of medical examinations, insurance forms, parent consent forms and information on athlete team suspensions and expulsions. Assist-head coaches in checking athletes to be sure all proper clearance forms have been turned in by the athlete.
11. Chair and administer League meetings as assigned. Host All League tournaments and League meets as necessary.
12. Ensure that equipment is properly inventoried and maintained. Coordinate with coaches regarding athletic equipment inventory and maintain a record of inventory including but not limited to equipment quantity, storage location, and servicing/cleaning of equipment.
13. Coordinate athletic facility use with other school sites and outside groups including use of facilities between men and women's athletic programs. Review and approve facility use agreements as necessary for athletic programs.
14. Communicate with the site Principal, P.E. Dept. Chair, and Maintenance/Grounds Supervisors on a regular basis to ensure the best use and maintenance of athletic facilities and buildings.
15. Provide input, when necessary, to the site Principal or designee and Facilities Dept. regarding the planning and development of new facilities.
16. Coordinate with the Principal, director of student activities, cheer advisor and coaches on the scheduling of athletic assemblies and rallies, including rooter buses, band and pep squad, etc.
17. Supervise and evaluate head coaches each season. Ensure that head coaches are evaluating the assistant coaches each season.
18. At the direction of the Principal or designee, assist in low-level discipline and student interventions.
19. As directed by the Principal, support and assist the assistant principal in school operations including but not limited to student supervision/discipline.
20. Assist Human Resources in investigations
21. Maintain regular and prompt attendance.
22. Perform other related duties as assigned.

EDUCATION AND EXPERIENCE:
Ability to carry out oral and written directions, read, write, and speak at a level sufficient to fulfill the duties to be performed. Masters Degree or ability to obtain. Valid Administrative Services credential is required.

SKILLS AND QUALIFICATIONS:

1. Knowledge of intermediate computer skills including the ability to maintain the school's Athletic Website and respond to electronic communications from inside and outside the District.
2. Ability to communicate effectively, orally and in writing in order to arbitrate and mediate problems arising within the ranks of the athletic department, between coaches and athletes, or between coaches, parents and other adults.
3. Knowledge of all Rules and By-Laws of the California Interscholastic Federation and individual Leagues in order to be responsible to the Principal for League and CJF eligibility of the athletes and adherence to all CIF criteria, including scholastic eligibility of all candidates.

4. Be able to interpret the specific application of rules and regulations for a sport and make certain coaches are aware of all rules and regulations governing their sport.
5. Ability to work effectively with outside interest groups, such as athletic clubs or parent advisory groups and seek ways for supporting and financing the athletic program. Support eligible coaches' participation in scouting activities and clinics to strengthen athletic programs.
6. Support eligible coaches' participation in scouting activities and clinics to strengthen athletic programs. Support coaches in the recruitment process.
7. Knowledge of the District insurance program.
8. Evaluate the athletic program and seek ways of improving interscholastic athletics. Present recommendations for changes in policies from the athletic department to the site Principal and be responsible for the annual review of the Coaches Handbook and Athletic Code book.
9. Maintain a good working relationship with the local press and strive to ensure that each of the activity areas receive proper publicity.
10. Communicate athletic team transportation needs to the Transportation Department and forward documents to Transportation for the purpose of clearing parent/volunteer drivers. Communicate the approval or disapproval of parent and volunteer drivers to the responsible coach.

PHYSICAL REQUIREMENTS:
Employees in this position must have the ability to:

1. Stand for extended periods of time.
2. Enter data into a computer terminal/typewriter and operate standard office equipment.
3. See and read a computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels and on the telephone with or without hearing aids.
5. Hear and understand at normal levels and on the telephone with or without hearing aids.
6. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
7. Bend, squat, stoops and/or climbs for extended periods of time.
8. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
9. Lift and/or carry up to 75 pounds at waist height for short distances.

WORK ENVIRONMENT:
Employees in this position will be required to work in indoors and outdoors environments and come in direct contact with school site staff, students, parents, and the public. In addition, the Athletic Director must perform duties and responsibilities that occur outside school buildings and facilities on the school campus and at other school related activities and events.

SALARY: LME Range 54

DAYS OF SERVICE: 200 days

Adopted TUSD:

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 7, 2026
SUBJECT: **Approve Job Description for Director I, Business Support, Risk Management, and Purchasing**

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. This job description is being proposed to address expanded responsibilities in the Business, Risk and Purchasing Department. This position will replace the prior Director of School Business Support Services and Purchasing 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: General Fund.

RECOMMENDATION: Approve Job Description for Director I, Business Support, Risk Management, and Purchasing.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Director I, Business Support, Risk Management and Purchasing

DEPARTMENT: Business, Risk and Purchasing

POSITION SUMMARY: Under the direction of the Associate Superintendent for Business Services, plans, coordinates, and oversees the District's risk management, safety, and insurance programs, including, but not limited to, student insurance, comprehensive property and liability insurance, general insurance, and claims administration. Provides leadership and oversight for all purchasing, procurement, contract management, and warehouse functions, including supervision of assigned employees. Provides guidance and support to School Connected Organizations and Associated Student Body (ASB) clubs, to ensure compliance with District policies, procedures, and applicable requirements.

ESSENTAIL FUNCTIONS:

1. Administers and oversees the Districts programs for safety, loss control, property, liability, vehicle, and student insurance.
2. Receives, evaluates and processes claims against the District; develops and coordinates claims on behalf of the District against third parties. Investigates accidents and incidents to identify immediate causes and recommends appropriate corrective and preventive actions.
3. Serves as the primary liaison between insurance carriers, claims administrators, adjusters, attorneys and applicable District personnel regarding claims, risk management, and safety concerns.
4. Represents the District, as required, at depositions, mediation proceedings, court hearings, and other legal or administrative proceedings related to claims and risk management matters.
5. Monitors and evaluates the impact of new and proposed legislation and regulatory requirements on the District's insurance, safety, and risk management programs; recommends appropriate compliance measures, policies, and procedures.
6. Coordinates reimbursement and restitution for damaged, lost, or stolen District equipment, property, and other assets.
7. Assists with the development, implementation, and maintenance of District emergency response plans and other required operational and compliance plans.
8. Directs and oversees the purchasing of supplies, equipment, professional services, and public works contracts. Manages formal bids, Requests for Proposals (RFPs), and Quotes (RFQs).
9. Serves as the District's Division of Industrial Relations (DIR) compliance coordinator, ensuring applicable requirements are monitored and addressed.

10. Oversees district warehouse, inventory control, and fixed asset tracking.
11. Receives, examines, and approves requisitions for district supplies and equipment; maintains records showing inventories and requisition status.
12. Manages supplier performance and communicates requirements and assures supplier quality through audits, certifications, or reviews
13. Oversees the district-wide furniture replacement plan and coordinates the replacement of furniture based on established priorities and district needs.
14. Supervises, trains, and evaluates department personnel.
15. Coordinates the disposal and sale of surplus, obsolete, and excess equipment and supplies in accordance with District policies and applicable laws and regulations.
16. Provides business training and support to school site personnel, including proper use of accounting/purchasing systems.
17. Consults with a broad range of stakeholders to improve services, including preparation for audits, Associated Student Body and Parent Organization financial reporting and oversight.
18. Prepares and presents oral and written reports; deals tactfully and effectively with district employees, contractors, and community.
19. Acts as a technical advisor to the Assistant Superintendent or Associate Superintendent of Business Services
20. Maintains prompt and regular attendance in the workplace.
21. Performs other related duties as assigned.

EDUCATION: Bachelor's Degree with a major in Business or Public Administration, Human Resources Management, or a closely related field or at least three (3) years' experience in business or school administration required; one (1) year supervisory experience required; possession of an appropriate California driver's license; insurable.

SKILLS AND QUALIFICATIONS: Knowledge of the principles, practices, and current trends in insurance, including claims adjustment within a public school district risk management program. Knowledge of purchasing, procurement, inventory, and warehouse operations and management. Strong verbal and written communication skills, including the ability to communicate effectively with individuals at all levels and deliver information clearly in public speaking settings. Ability to maintain confidentiality and exercise sound judgment when handling sensitive and confidential information. Proficiency in computer applications, standard office software, and purchasing/procurement systems. Strong interpersonal and public relations skills, with a commitment to providing courteous, responsive, and professional customer service. Ability to establish and maintain effective working relationships with staff, vendors, school district personnel, and the public.

PHYSICAL REQUIREMENTS:

1. Sit for extended periods of time.
2. Enter data/information into a computer terminal and operate standard office equipment for extended periods of time.
3. See and read computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels and on the telephone.
5. Hear and understand at normal levels and on the telephone with or without hearing aids.
6. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
7. Bend, squat, stoop and/or climb for extended periods of time.
8. Lift and carry up to 25 lbs. at shoulder height for short distances.

WORK ENVIRONMENT: Employees in this position may be required to work both indoors and outdoors in a variety of environmental conditions as part of their regular duties. Working conditions may include exposure to varying levels of noise, dust, fumes, and other conditions associated with equipment, facilities, and assigned projects. Will work in direct contact with District and site staff, and the public.

SALARY: LME 54

DAYS OF SERVICE: 225

Board Approved:

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 27, 2026
SUBJECT: **Adopt Revisions to Board Policy 4100 Certificated Personnel (First Reading)**

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

RECOMMENDATION: Adopt Revisions to Board Policy 4100 Certificated Personnel (First Reading).

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

CERTIFICATED PERSONNEL

The Governing Board considers it necessary to clarify the role of teachers and other certificated personnel in the educational program in order that they may perform optimally.

The policies and regulations governing certificated personnel are established to inform certificated personnel of the framework within which they operate. The Governing Board intends that they be administered uniformly and fairly throughout the school district.

The Governing Board considers it the right and responsibility of the total staff to offer their abilities, experiences and interests to the consideration and solution of problems, policies and advancement of the total educational program in the district, state and nation.

The superintendent of schools and the Governing Board encourage the staff to participate cooperatively in the study and recommendation of district policies to effect the highest standards of service through established channels.

All policies, rules and regulations concerning school personnel shall be in writing. The Governing Board shall publish personnel policies in a comprehensive manual, making them available to all concerned.

The duties and responsibilities of school positions shall be clearly defined and made known to each member of the certificated staff who shall be held accountable for those duties assigned to him/her. Job descriptions/descriptions of duties and other requirements for positions held by certificated staff shall be made available to the Teachers Bargaining Unit upon request.

NOTE: Provisions which have been negotiated and stated in employee contracts have the force of policy.

Legal Reference:

EDUCATION CODE
90 Definition: "Certificated" and "Certified" (have the same meaning)
44006 Certificated person

GOVERNMENT CODE
3540 et seq. Collective bargaining

TUSD Adopted: 07.06.82
TUSD Revised: 12.10.96

CERTIFICATED PERSONNEL

The Governing Board believes that the district's certificated employees are essential for carrying out the district's educational goals and supporting the academic achievement, personal growth, and well-being of district students. Additionally, the Board acknowledges that certificated personnel benefit from professional development in fulfilling the expectations for their position and expects certificated employees to engage in ongoing professional growth to improve their skills and pursue excellence.

The Superintendent or designee shall fill each of its certificated positions with individuals who meet applicable credentialing requirements and district qualifications, consistent with position requirements.

The Superintendent or designee shall define and communicate the duties, responsibilities, and expectations for each certificated position.

Each certificated employee shall be responsible for completing assigned duties consistent with the applicable job description and shall be evaluated in accordance with law, Board policies, administrative regulations, and collective bargaining agreements, as appropriate.

The Superintendent or designee may provide professional development opportunities to certificated staff for the purpose of continual improvement of knowledge and skills related to the employee's position.

Legal Reference:

State	**Description**
Ed. Code 44006	Certificated person
Ed. Code 90	Definition; certificated and certified
Gov. Code 3543.2	Scope of representation

TUSD Adopted: 07.06.82
TUSD Revised: 12.10.96

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 27, 2026
SUBJECT: **Acknowledge Revisions to Administrative Regulations 4112 and 4212 Appointment and Conditions of Employment (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 Appointment and Conditions of Employment, the District seeks to update and replace the existing individual board policies.

RECOMMENDATION: Acknowledge Revisions to Administrative Regulations 4112 and 4212 Appointment and Conditions of Employment (First Reading).

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

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

Upon recommendation from the Superintendent or designee, the Governing Board shall approve the appointment of all certificated personnel. The position and the salary classification shall be reported to the Board at a regular meeting.

Individuals appointed to the certificated staff shall:

1. Possess the appropriate certification qualifications and register the certification document in accordance with law and Board policy (Education Code 44250-44279, 44330)
2. Demonstrate proficiency in basic skills as required by law and Board policy (Education Code 44252.5, 44830)
3. Submit to fingerprinting as required by law (Education Code 44830.1)
4. Not have been convicted of a violent or serious felony as defined in Penal Code 667.5 or 1192.7, unless the individual has received a certificate of rehabilitation and pardon (Education Code 44830.1)
5. Not have been convicted of any sex offense as defined in Education Code 44010 (Education Code 44836)
6. Not have been required to register as a sex offender pursuant to Penal Code 290 because of a conviction for a crime where the victim was a minor under the age of 16 (Penal Code 290.95)
7. Not have been determined to be a sexual psychopath pursuant to Welfare and Institutions Code 6300-6332 (Education Code 44837)
8. Not have been convicted of any controlled substance offense as defined in Education Code 44011 (Education Code 44836)
9. Submit to a physical examination, tuberculosis testing and/or provide a medical certificate as required by law and Board policy (Education Code 44839, 49406)
10. Submit to drug and alcohol testing as required by Board policy
11. Furnish a statement of military service and, if any was rendered, a copy of the discharge or release from service or, if no such document is available, other suitable evidence of the termination of service (Education Code 44838)
12. File the oath or affirmation of allegiance required by Government Code 3100-3109
13. Fulfill any other requirements as specified by law, collective bargaining agreement, Board policy or administrative regulation

Acknowledged: 3/25/03
Revised: 1/27/26

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

~~Legal Reference~~

~~EDUCATION CODE~~
~~35161 Powers and duties~~
~~44008 Effect of termination of probation~~
~~44009 Conviction of specified crimes; definitions~~
~~44010 Sex offense~~
~~44011 Controlled substance offense~~
~~44066 Limitation on certification requirements~~
~~44250-44279 Credential types~~
~~44330 Effect of registration of certification document~~
~~44830.1 Criminal record summary; certificated employees~~
~~44836 Employment of person convicted of sex offenses or controlled substance offenses~~
~~44837 Employment of sexual sociopath~~
~~44838 Statement of military service~~
~~44839 Medical certificate~~
~~44839.5 Medical certificate for retirant~~
~~49406 Examination for tuberculosis~~

~~GOVERNMENT CODE~~
~~3100-3109 Oaths or affirmations of allegiance for disaster service workers and public employees~~
~~12940-12950 Unlawful employment practices~~

~~PENAL CODE~~
~~290 Registration of sex offenders~~
~~290.95 Disclosure by persons required to register as sex offenders~~
~~667.5 Prior prison terms, enhancements of prison terms~~
~~1192.7 Plea bargaining limitation~~

~~WELFARE AND INSTITUTIONS CODE~~
~~6300-6332 Sexual psychopaths~~

~~HEALTH AND SAFETY CODE~~
~~1596.7995 Immunization requirements for employees in child care center or preschool~~
~~1597.005 Teachers in day care centers~~

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

Upon recommendation from the Superintendent or designee, the Governing Board shall approve the appointment of all certificated personnel. The position and the salary classification shall be reported to the Board at a regular meeting.

Individuals appointed to the certificated staff shall:

1. Possess the appropriate certification qualifications and register the certification document in accordance with law and Board policy (Education Code 44250-44279, 44330)

2. Demonstrate proficiency in basic skills as required by law and Board policy (Education Code 44252.5, 44830)

3. Submit to fingerprinting and criminal background clearance as required by law (Education Code 44830.1)

4. Not have been convicted of a violent or serious felony as defined in Penal Code 667.5 or 1192.7, unless the individual has received a certificate of rehabilitation and pardon (Education Code 44830.1)

5. Not have been convicted of any sex offense as defined in Education Code 44010 (Education Code 44836)

6. Not have been required to register as a sex offender pursuant to Penal Code 290 because of a conviction for a crime where the victim was a minor under the age of 16 (Penal Code 290.95)

7. Not have been determined to be a sexual psychopath pursuant to Welfare and Institutions Code 6300-6332 (Education Code 44837)

8. Not have been convicted of any controlled substance offense as defined in Education Code 44011 (Education Code 44836)

9. Submit to a physical examination, tuberculosis testing/risk assessment, and any required medical examinations or certifications in accordance with law and Board policy (Education Code 44839, 49406)

10. Submit to drug and alcohol testing in accordance with law, Board policy and collective bargaining agreement, as applicable

11. Furnish a statement of military service and, if any was rendered, a copy of the discharge or release from service or, if no such document is available, other suitable evidence of the termination of service (Education Code 44838)

Acknowledged: 3/25/03
Revised: 1/27/26

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

12. File the oath or affirmation of allegiance required by Government Code 3100-3109

13. Fulfill any other requirements as specified by law, collective bargaining agreement, Board policy, or administrative regulation, including any reports of egregious misconduct in accordance with Board Policy 4111/4211/4311 - Recruitment and Selection or otherwise related to credentialing, assignment, and misconduct reporting

Legal References:

State	Description
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44008	Effect of termination of probation
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44066	Limitations on certification requirements
Ed. Code 44250-44277	Credentials and assignment of teachers
Ed. Code 44330	Effect of registration of certification document
Ed. Code 44830	Employment
Ed. Code 44830.1	Criminal record summary; certificated employees
Ed. Code 44836	Employment of certificated persons convicted of sex offense or controlled substance offense
Ed. Code 44837	Employment of sexual sociopath
Ed. Code 44838	Statement of military service
Ed. Code 44839	Medical certificate; periodic medical examination
Ed. Code 44839.5	Requirements for employment of retirant
Ed. Code 44939.5	Report of egregious misconduct
Ed. Code 49406	TB risk assessment
Gov. Code 1021.5	Disqualification for employment
Gov. Code 12940-12950	Unlawful employment practices
Gov. Code 3100-3109	Oath or affirmation of allegiance
H&S Code 1596.7995	Immunization requirements for employees in child care and development center or preschool
H&S Code 1597.055	Teachers in day care centers
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 288.3	Contacting a minor
Pen. Code 288.4	Meeting a minor
Pen. Code 290	Registration of sex offenders
Pen. Code 290.95	Disclosure by persons required to register as sex offenders
Pen. Code 647.6	Miscellaneous offenses
Pen. Code 667.5	Prior prison terms; enhancement of prison terms
W&I Code 6300-6332	Sexual psychopaths

Acknowledged: 3/25/03
Revised: 1/27/26

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

Upon recommendation of the Superintendent, the Governing Board shall approve the appointment of all classified employees. The position and the pay rate shall be reported to the Board at a regular meeting.

Individuals appointed to the classified staff shall, at a minimum:

1. Submit to fingerprinting as required by law (Education Code 45125). A fee for this will be paid by the applicant.
2. Not have been convicted of a violent or serious felony (Education Code 45122.1)
3. Not have been convicted of any sex offense as defined in Education Code 44010 (Education Code 45123)
4. Not have been determined to be a sexual psychopath pursuant to Welfare and Institutions Code 6300-6332 (Education Code 45124)
5. If the individual will be working directly and in an unaccompanied setting with minor children on a more than incidental and occasional basis or will have supervision or disciplinary power over minor children, not be required to register as a sex offender pursuant to Penal Code 290 because of a conviction for a crime where the victim was a minor under the age of 16 (Penal Code 290.95)
6. Not have been convicted of any controlled substance offense as defined in Education Code 44011 (Education Code 45123)
7. Submit to a physical examination or provide proof thereof as required by law and Board policy (Education Code 45122, 49406)
8. File the oath or affirmation of allegiance required by Government Code 3100-3109
9. Submit to drug and alcohol testing as required by Board policy
10. Fulfill any other requirements as specified by law, collective bargaining agreement, Board policy or administrative regulation

Notification of Classification and Compensation

When first employed and upon each subsequent change in classification, classified employees other than short-term, limited-term or provisional employees shall be given two copies of their class specification, salary data, assignment or work location, duty hours and prescribed work week. Salary data shall specify pay period (monthly, semimonthly or other) and applicable rates of compensation (daily, hourly, overtime and differential rates). Employees shall keep one copy of this information and shall sign and date the other copy and return it to their supervisor or the Human Resources Department. (Education Code 45169)

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

~~Legal Reference:~~

~~EDUCATION CODE~~
~~35161 Board delegation of any powers or duties~~
~~44010 Sex offense; definitions~~
~~44011 Controlled substance offense~~
~~44066 Limitation on certification requirements~~
~~45103 Classified service in Districts not incorporating the merit system~~
~~45104 Positions not requiring certification qualifications~~
~~45105 Positions under various acts not requiring certification qualifications; classification~~
~~45113 Notification of charges; classified employees~~
~~45122 Physical examinations~~
~~45122.1 Classified employees; conviction of a violent or serious felony~~
~~45123 Employment after conviction of controlled substance offense~~
~~45125 Use of personal identification cards to ascertain conviction of crime~~
~~45169 Employee salary data; classified employees~~
~~45344.5 Demonstrated proficiency in basic reading, writing, and mathematics skills~~
~~49406 TB risk assessment~~
~~54108 Restricted positions~~

~~GOVERNMENT CODE~~
~~12940-12950 Unlawful employment practices~~
~~3100-3109 Oath or affirmation of allegiance~~

~~PENAL CODE~~
~~1192.7 Plea bargaining limitation~~
~~1203.4 Dismissal of conviction~~
~~290 Registration of sex offenders~~
~~290.95 Disclosure of persons required to register as sex offenders~~
~~667.5 Prior prison terms; enhancement of prison terms~~

~~W & I CODE~~
~~6300-6332 Sexual psychopaths~~

Upon recommendation of the Superintendent, the Governing Board shall approve the appointment of all classified employees. The position and the pay rate shall be reported to the Board at a regular meeting.

Individuals appointed to the classified staff shall, at a minimum:

1. Submit to fingerprinting and criminal background clearance as required by law (Education Code 45125)
2. Not have been convicted of a violent or serious felony (Education Code 45122.1)

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

3. Not have been convicted of any sex offense as defined in Education Code 44010 (Education Code 45123)
4. Not have been determined to be a sexual psychopath pursuant to Welfare and Institutions Code 6300-6332 (Education Code 45124)
5. If the individual will be working directly and in an unaccompanied setting with minor children on a more than incidental and occasional basis or will have supervision or disciplinary power over minor children, not have been required to register as a sex offender pursuant to Penal Code 290 because of a conviction for a crime where the victim was a minor under the age of 16 (Penal Code 290.95)
6. Not have been convicted of any controlled substance offense as defined in Education Code 44011 (Education Code 45123)
7. Submit to a physical examination, tuberculosis testing/risk assessment, or provide proof thereof as required by law and Board policy (Education Code 45122, 49406)
8. File the oath or affirmation of allegiance required by Government Code 3100-3109
9. Submit to drug and alcohol testing as required by Board policy
10. Fulfill any other requirements as specified by law, collective bargaining agreement, Board policy, or administrative regulation, including any reports of egregious misconduct in accordance with Board Policy 4111/4211/4311 - Recruitment and Selection or otherwise related to credentialing, assignment, and misconduct reporting

Notification of Classification and Compensation

When first employed and upon each subsequent change in classification, classified employees other than short-term, limited-term, or provisional employees shall be given two copies of their class specification, salary data, assignment or work location, duty hours and prescribed work week. Salary data shall specify pay period (monthly, semimonthly or other) and applicable rates of compensation (daily, hourly, overtime and differential rates). Employees shall keep one copy of this information and shall sign and date the other copy and return it to their supervisor. (Education Code 45169)

Legal Reference:

State	Description
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44051	Report of egregious misconduct
Ed. Code 44066	Limitations on certification requirements
Ed. Code 45103	Classified service in districts not incorporating the merit system
Ed. Code 45104	Positions not requiring certification qualifications

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

Ed. Code 45105	Positions under various acts not requiring certification qualifications
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45122	Physical examinations
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45125	Use of personal identification cards to ascertain conviction of crime
Ed. Code 45169	Employee salary data; classified employees
Ed. Code 49406	TB risk assessment
Gov. Code 1021.5	Disqualification for employment
Gov. Code 12940-12950	Unlawful employment practices
Gov. Code 3100-3109	Oath or affirmation of allegiance
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 1203.4	Dismissal of conviction
Pen. Code 288.3	Contacting a minor
Pen. Code 288.4	Meeting a minor
Pen. Code 290	Registration of sex offenders
Pen. Code 290.95	Disclosure by persons required to register as sex offenders
Pen. Code 647.6	Miscellaneous offenses
Pen. Code 667.5	Prior prison terms; enhancement of prison terms
W&I Code 6300-6332	Sexual psychopath