NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
NOVEMBER 12, 2025

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

TUSD board meetings are held in person.

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

TIME: **6:40 PM** **Closed Session**
7:00 PM **Open Session**

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. Closed Session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.

3.1 Administrative & Business Services: None.

3.2 Educational Services:

3.2.1 Reinstatements: AR#25-26/#09
Education Code §48912
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.2.2 Confidential Student Matter: Early Graduation TISCS#10333903, TISCS #10358067, TISCS#10330389, THS#10361462
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.3 Human Resources:

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

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

4. Adjourn to Open Session

5. **Call to Order and Pledge of Allegiance**

6. **Closed Session Issues:**
   6a Report Out of Action Taken on Reinstatements: AR#25-26/#09
   3.2.1
   Action: **Vote:** Yes___; No___; Absent___; Abstain ___
   6b Report Out of Action Taken on Early Graduation: TISCS#10333903, TISCS
   3.2.2 #10358067, TISCS#10330389, THS#10361462
   Action: **Vote:** Yes___; No___; Absent___; Abstain ___

7. **Approve Regular Minutes of October 28, 2025** **1-7**
   Action: Motion__ ; Second __. **Vote:** Yes __; No __; Absent ___; Abstain ___

8. **Student Representative Reports:**
   8.1 Tracy High School FFA: Tyler Araujo, Scott Paterson
   8.2 West High School FFA: Stephen Alvarado, Jesus Sierra

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 2025-26 School Year **8**
   9.2 Freiler Elementary School
   9.3 McKinley Elementary School

10. **Information & Discussion Items:** None.

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

12. **PUBLIC HEARING:** None.

13. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
    Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.
    Board approval of any agenda item requiring insurance or fingerprint clearance is conditioned upon acceptance of appropriate documentation received by TUSD.
    13.1 Administrative & Business Services:
    - **13.1.1** 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 **9-10**
    - **13.1.2** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **11-13**

13.2 Educational Services:

13.2.1	Approve Wanda Hirsch Elementary School Revised School Site Plan and Budget for 2025-2026 School Year (Separate Cover)	**14-15**
13.2.2	Approve Special Contract Services Agreement with Communication Across Barriers Speech Clinics, Inc. for an Independent Education Evaluation (IEE)	**16-19**
13.2.3	Approve Revised Contract Service Agreement with Left Coast Scales (LCS) for the 2025-2026 School Year	**20-23**
13.2.4	Approve Agreement for Special Contract Services with John Amador for the Tracy High Drama-Choreography Assistant as the 2025-2026 School Year	**24-27**
13.2.5	Approve Agreement for Special Contract Services with Max Jorgensen as a Tracy High Drama-Music Assistant for the 2025-2026 School Year	**28-31**

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	**32-33**
13.3.2	Approve Classified, Certificated, and/or Management Employment	**34-38**

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 Resolution 25-07 Designation of Specific Material, Product, Thing, or Service for Procurement (Meehleis Modular Buildings)	**39-42**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.1.2	Consider Claim No. 655211	**43**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.1.3	Approve Studio W Architectural Services for the Kimball High School Building Project and Security Fencing (Separate Cover)	**44**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

14.2 Educational Services:

14.2.1	Approve Agreement with the University of the Pacific for a Two-Week All-Inclusive Residential Pacific Summer High School Institute for Rising 9th Through 12th Grade Students	**45-65**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.2.2	Adopt Resolution No. 25-08 Approving the Intent of the Continued Funding Application Authorizing the District to Enter into a Renewal of the Yearly Contract with the State for a Child Development Program for the 2026-2027 School Year and to Authorize Designated Personnel to Sign Contract Documents	**66-71**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

14.3 Human Resources:

14.3.1	Approve Revised Job Description for Director of Maintenance, Operations, and Transportation (MOT)	**72-75**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.2	Approve Revised Job Description for Coordinator of School Readiness Programs	**76-79**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.3	Adopt and Acknowledge Revisions to Board Policy and Administrative Regulation 4200 Classified Personnel (First Reading)	**80-85**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.4	Adopt Revisions to Board Policy 4113.4, 4213.4, 4313.4 Temporary Modified/Light Duty Assignment (Second Reading)	**86-89**
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** December 9, 2025
    - **17.2** January 13, 2026
    - **17.3** January 27, 2026
    - **17.4** February 10, 2026

18. **Upcoming Events:**

18.1	November 24 – November 28, 2025	No School, Thanksgiving Break
18.2	December 22, 2025 – January 2, 2026	No School, Winter Break
18.3	January 19, 2026	No School, Martin Luther King Day
18.4	February 9, 2026	No School, Lincoln's 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, October 28, 2025

6:15 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	Conference with Legal Counsel – Initiation of Litigation Pursuant to
3.1.1	Government Code §54956.9(d)(4): One Potential Case
	Authorize District to Work with Legal Counsel to Initiate Litigation
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6b	Action Taken on Finding of Facts: 25/26#08, 25/26#09, 25/26#10
3.2.1	
Action:	Fagin, Hawkins. **Vote:** Yes-7; No-0; Absent-0.
6c	Report Out of Action Taken on Reinstatements: AR#25-26/#08
3.2.2	
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6d	Report Out of Action Taken on Early Graduation: TISCS#10360515,
3.2.3	TISCS# 10330065, TISCS#10349327, TISCS#10365343, TISCS# 10362238, TISCS# 10353952, WHS#10365543
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6e	Report Out of Action Taken on PE Exemptions: TISCS#10358637
3.2.4	
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6f	Consider Paid/Unpaid Leave of Absence for Classified Employee #UCL-
3.3.1	533
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6g	Consider Settlement Agreement with Classified Employees #UCL-534,
3.3.2	#UCL-535, #UCL-536, #UCL-537, #UCL-538, #UCL-539, #UCL-540, #UCL-541, #UCL-542, #UCL-543, #UCL-544, #UCL-545, #UCL-546
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6h	Consider Paid/Unpaid Leave of Absence for Classified Employee #UCL-
3.3.3	547
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6i	Consider Unpaid Leave of Absence for Classified Employee #UCL-548
3.3.4	
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6j	Consider Leave of Absence Request for Certificated Employee: #UC-
3.3.5	1420 Modified Pursuant to Article XX
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.

6k 3.3.6	Release Probationary Classified Employee #UCL-549 Library Technician
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6l 3.3.7	Consider Settlement Agreement with Certificated Employee
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.

Minutes:

7. Approve Regular Minutes of September 23, 2025.
Action: Hawkins, Secker. **Vote:** Yes-6; No-0; Absent-0; Abstain-1 (Fagin).

Audience:

Brittany Ryan, Greg Rangel, Eloy Vento, Chris Munger, Ameni Alexander, Michael Stagnaro, Anthony Irizzari, Jen Hoffman, Jason Noll, Michael Bunch, Sarah Silvenson, Christian Highfill, Jonathan Lopez, Diana Sandaval, Kaleigh Felisberto, Kimberly Smith, John Alita, Nathan Tran

Student Rep Reports:

8.1 Kimball High: Sarem Girmai shared information regarding an informal session Kimball is having with the San Joaquin County Building and Trades Council for those interested in exploring high demand trade careers. Tomorrow they are hosting a trunk or treat after school. Prom will take place Saturday, April 18th at the Chabot Space and Science Center. The chosen theme is 'Tangled, a Dream to Remember'. Basketball and soccer tryouts are taking place, and the flag football team is heading into playoffs. In fact, Kimball's flag football team was recently highlighted on the CBS news. This Halloween Friday, Kimball football will be taking on Tracy High.

Alternative Education: Nicolette Hollins was unable to attend.
Tracy High: Violet Howard-Menteer was unable to attend.

West High: Lucia Noor Behnam and Alexandra Larson started out the month with the Pink Out football game in support of breast cancer. West High Leadership was kept busy preparing for homecoming. The events started with a special need's homecoming dance then the powder puff game (which the seniors won). The next day they had their Night Out with club performances followed by Pack Fest in the quad with games and activities. The week ended with West High's homecoming football game and dance which was a memorable night. Everyone is encouraged to stop by West High School on Thursday for the Dia de los Muertos art show.

Recognition & Presentations:

9.1 Recognize West High School Leadership and Scott Behnam, Teacher and Activities Director, for his Outstanding Leadership and Successful Implementation of the Special Olympics Program Scott Behnam has created an inclusive and spirited environment that uplifts every student, championing the values of teamwork, respect, and community. He and representatives from his West High School leadership class were presented with a certificate for the wonderful job they did hosting the San Joaquin County Special Olympics at West High School.

9.2 Williams Middle School Principal Jenny Hoffman shared a fun video clip that highlighted things that are new to Williams this year. The video showed their math and English scores are up for the second year in a row. They have

expanded advanced classes by adding an additional 2 sections of 8th grade GATE, Algebra 1, and 7th grade accelerated math. This year they have also added a choir class and feel their school spirit has gotten stronger overall. Friday, they will have their annual student run haunted hallway put on by the leadership students. November 5th is the 4th annual Harvest Festival.

Information & Discussion Items:

10.1 **Administrative & Business Services:** None.

10.2 **Educational Services:**

10.2.1 **Receive Update on TUSD LCAP Federal Addendum** Dr. Michael Bunch, Director of Continuous Improvement, State and Federal Programs, informed the LCAP has been approved with no material changes necessary. Revisions only apply to Title IV Part A: Reallocating Title IV funds to support ongoing Early Literacy Commitments to expand K-3 classroom libraries and to support the development of an Electronic Sports Lab at Kimball High School.

Hearing of Delegations

11. Ameni Alexander spoke regarding the college bound program. He informed the program has helped many African American students to attend college that may not have otherwise. The students are enthusiastic and enjoy the program, it inspires them to be leaders. He encourages the board to attend a session and see how inspirational it is. These programs are essential to the community.

Public Hearing:

12.1 **Administrative & Business Services:** None.

Consent Items:

13. **Board approval of any agenda item requiring insurance or fingerprint clearance is conditioned upon receipt of appropriate documentation by Tracy Unified.**
Action: Cheeseman, Hawkins. **Vote:** Yes-7; No-0; Absent-0.

13.1 **Administrative & Business Services:**

13.1.1 Approve Agreement with Informed K12

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

13.1.3 Accept the Generous Donations from 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

13.1.4 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2025/26 School Year

13.1.5 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 Agreement for Special Contract Services with SJCOE for StarLab at Central School for the 2025-2026 School Year

13.2.2 Approve Service Agreement between Core Learning and Special Education to Provide 2-Day Training for the 2025-2026 School Year

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

13.2.4 Agreement for Special Contract Services with S.T.A.R. Academy - Haynes Family of Programs

13.2.5 Approve NPS Master Contract with Point Quest Pediatric Therapies to Provide Staffing Services for the 2025-2026 School Year (Separate Cover)

13.2.6 Approve Renewal with CALTRONICS for DocuWare Cloud Base Subscription for the 2025-2026 School Year

13.2.7 Approve Agreement with Sow A Seed to Facilitate "Too Good for Drugs" Curriculum During the 2025-2026 School Year

13.2.8 Approve Agreement for Contract Services with Operation Scholars to Establish the Friday Night Live (FNL) Program for the 2025-2026 School Year

13.2.9 Approve Purchase of Instruments for Tracy High Using Prop 28 Waiver Funds

13.2.10 Approve Subscription Renewal with DocuSign Inc. for the 2025-2026 School Year

13.2.11 Ratify Agreement for Special Contract Services with Speech Therapy & Accent Group for an Independent Education Evaluation (IEE) Speech Assessment

13.2.12 Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2025-2026 School Year (Separate Cover)

13.2.13 Approve Overnight Travel for the Tracy High School (THS) Girls Basketball Team and Coaches to Attend the Santa Monica High School New Year's Tip-Off Tournament in Santa Monica, CA January 2-3, 2026

13.2.14 Approve Overnight Travel for the West High B.S.U. Club and Advisors to Attend the (BSCU) Leadership Conference in San Jose, California on November 6-8, 2025

13.2.15 Approve Overnight Travel for the Kimball High School Cross Country Team and Coaches to Attend the CIF State Cross Country Finals at Woodward Park, Clovis, CA November 28-29, 2025

13.2.16 Approve Out of State Travel for Kimball High School Activities Director, Senior Class Advisor, and Assistant Principal to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV on March 4-6, 2026

13.2.17 Approve Overnight Travel for the Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on March 8-11, 2026

13.2.18 Approve Agreement for Special Contract Services between TUSD and Main Street Music to Provide College Conductors and Professional Accompanist for the Annual TUSD Honors Concert

13.2.19 Approve Agreements with WorldStrides Educational Travel & Experiences to Provide Expanded Learning Opportunities to TUSD Students Under the Expanded Learning Opportunity Program Plan (ELO/ELO-P) and Prop 28

13.3 Human Resources:

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

13.3.2 Approve Classified, Certificated and/or Management Employment

13.3.3 Approve Speech-Language Pathologist Fieldwork Agreement with New York University-Steinhardt

13.3.4 Approve Student Teacher, Counselor, and SLP Agreement with University of Southern California, USC Rossier School of Education

Action Items:

14.1 Administrative & Business Services:

14.1.1 Adopt Resolution #25-06 Authorizing Keenan & Associates to Establish a Trust Account for Tracy Unified School District

Action: Hawkins, Secker **Vote:** Yes_7_; No_0_; Absent__; Abstain__.

14.1.2 Approve Studio W for Architectural Services for the Kimball High School Two-Story Science Wing Addition

Action: Item pulled, no vote taken.

14.1.3 Approve PBK for Architectural Services for the McKinley Elementary School Modernization

Action: Secker, Traina **Vote:** Yes_7_; No_0_; Absent__; Abstain__.

14.1.4 Approve HMC for Architectural Services for the Monte Vista Middle School Modernization

Action: Hawkins, Secker **Vote:** Yes_7_; No0__; Absent__; Abstain__.

14.1.5 Approve HMC for Architectural Services for the Williams Middle School Modernization

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

14.2 Educational Services:

Greg Rangel introduced Jonathan Lopez, Training Development Manager, and Jon Alita, Executive Director with the San Joaquin Pride Center (SJPC) who presented on behalf of the organization. SJPC supports LGBTQ+ youth through student leadership, resources, support groups, volunteer opportunities, and family engagement. Their clinicians and staff are trained to address trauma, identity development, bullying, and mental health concerns through evidence-based care and support.

Community members elected to speak before the board prior to the vote of Action Item 14.2.1:

Anthony Irizarry, TEA President, feels that regardless of our political or religious beliefs, we have the responsibility to care for our shared students. All students should have access to a safe space to be truly seen. All students should be able to come to school free from fear or isolation. As a teacher, he does not feel fully equipped to assist LGBTQ+ students with their concerns. The Pride Center provides services for these vulnerable students.

Charlie Jones is a community member and proud gay educator of nine years. He feels harm was done during our previous board meeting when this item was pulled and not completed. It is a concern that the students may have heard about this. The actions committed add to their feelings of isolation. He encourages the board to approve the agreement and do the right thing.

Dr. Christopher Anderson, President of the Stockton Teachers Association, reflects on individual situations that students face, being terrified of their parents, or being forced out on the streets with no one to talk to. Every child deserves a safe space and a place where they can go. He works with the Pride Center; it shows students that they matter to us. He would like TUSD to make a safe space for our students.

Chris Munger has been a teacher for 22 years. He feels these students face unique challenges that can impact their academic performance and their overall wellbeing, they experience bullying and isolation from their families simply because of how they identify. Being given services tailored to their needs, and the ability to speak with a person that identifies with them, can positively impact them in their life and academically. When we support LGBTQ+ students, we are building a stronger more inclusive community for everyone.

Jennica Araya is an English teacher at Kimball High School and the advisor to their Gay Straight Alliance Club. She has seen firsthand how important it is for the students to have a safe place and an adult they can turn to. One of her students expressed it was hard to feel safe at school when they cannot be themselves there; they would like an adult to step up and accept them. Continuing this partnership with the Pride Center tells every student they matter and they belong here.

Nathan Tran is a proud Tracy alumni speaking in support of the district continuing their partnership with the Pride Center. When he was a student at Tracy High, he had a hard time speaking with his parents and teachers about who he was. It wasn't until two years into college that he felt accepted. A partnership with the Pride Center back then would have impacted his life positively.

14.2.1 Approve Agreement for Contract Services between San Joaquin Pride Center and Tracy Unified School District for the 2025-2026 School Year
Action: Traina, Fagin. **Vote:** Yes-7; No-0; Absent-0.

14.3 Human Resources:
14.3.1 Approve New Job Description for Utility Person IV
Action: Cheeseman, Fagin. **Vote:** Yes-7; No-0; Absent-0.
14.3.2 Approve New and Revised Job Descriptions for Classified Positions (Separate Cover)
Action Secker, Hawkins. **Vote:** Yes-7; No-0; Absent-0.

14.3.3 Adopt Revised Board Policy and Acknowledge Revisions to Administrative Regulation 4112.2 Certification (Second Reading) (Separate Cover)

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

14.3.4 Acknowledge Revisions to Administrative Regulations 4112.6, 4212.6, and 4312.6 Personnel Records and Abolish Board Policies 4112.6, 4212.6, and 4312.6 (Second Reading)

Action: Hawkins, Alexander. **Vote:** Yes7; No-0; Absent-0.

14.3.5 Adopt Revisions to Board Policy 4113.4, 4213.4, 4313.4 Temporary Modified/Light Duty Assignment (First Reading)

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

Board Reports:

Trustee Traina thanked everyone that shared their thoughts and feelings in regard to our students and how we should proceed. She liked the idea of expanding the primary grade level libraries as presented by Dr. Brunch. She attended Hirsch School's trunk or treat on Friday. It was a wonderful, community, neighborhood event. The librarian had her area, and she was giving out books to students. Every student left with a beautiful hard-bound book. Trustee Secker said one of his priorities is learning to read. He went to a Dolly Parton Reading Imagination seminar and had the opportunity to sit down with Ms. Garcia, the Director of School Readiness, it was gratifying to learn more of what we are doing to educate our preschool and TK students. Trustee Cheeseman went through the College Bound program with her child; it really is a good program and she also encourages people to check it out. Trustee Alexander appreciated the reports and the information on the Pride Center. She participated in Tracy High's home coming parade. She drove her car with the BSU sweethearts. Everyone enjoyed themselves. Trustee Hawkins said the homecoming parade is a great tradition in this town, it is always nice to see. He also reflected on College Bound. As an Administrator, he went to the meetings many times and he often volunteered to participate in the LGBTQ meetings, so he got to know the students very well. Trustee Fagin expressed how wonderful the special Olympics was. Trustee Silcox passed on comment.

Superintendent Report:

Dr. Pecot thanked Eloy Vento for his hard work. We will soon see a lot of projects manifesting that were approved this evening. He found the Pride Center presentation to be very professional and well done; their compassion represented their organization well.

Adjourn: 8:24 PM

_____ _____

Clerk Date

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 22, 2025
SUBJECT: **Recognize the Outstanding Employees of the Fall Term for the 2025-26 School Year**

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

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

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

FUNDING: There is no fiscal impact.

RECOMMENDATION: Recognize Erin Lebron, Science Teacher Kimball High School (Certificated 9-12), Ronald Kovac, 8th Grade Core Teacher North School (Certificated 6-8), and Monica Coss, Kindergarten South West Park (Certificated K-5) as Outstanding Certificated Employees; Ruben Ceja Rodriguez, Utility II Stein High School (Classified 9-12), Kristina Gonsales, ISET Tech Hirsch Elementary and George Kelly Schools (Classified 6-8), and Zoyla Patino, Library Technician, Jacobson Elementary School (Classified K-5) as Outstanding Classified Employees, and Tiffany Pouliot, High School Secretary Stein High School as the Outstanding Management Employee of the Fall Term for the 2025-26 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: November 12, 2025
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

BACKGROUND: In order to assist the various school sites and departments in the District with the continued effort to enhance the educational, technological, health, and environmental needs of our students and staff, the following funds, materials, and/or equipment are to be considered for acceptance as donations:

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

1. Dr. Nimala Ram's Dental Office dba Tracy Crown Dental Care - $500.00, check #1021. Donation to be used towards fees and transportation to leadership conferences.
2. Smith Signs, Inc. - $1,000.00, check #1096. Donations will be used towards new uniforms for the Girls' Basketball Teams.

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

1. Costco – Donation value of $1,000.00. Donation intended for teacher recognition, teacher luncheon, end-of-the-year teacher luncheon, and student recognition prizes.

Donations Received by Monte Vista Middle School /Tracy Unified School District:

1. Apple Cal, LLC (Applebee's) – Value of this donation is $622.00. The donation will be used for student and classroom supplies.

RATIONALE: Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School

District. This agenda item meets Strategic Goal #2 – Create a quality and effective learning environment for all students.

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

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

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: November 12, 2025
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES
November 12, 2025

A.

Vendor:	Warren Consulting Engineering
Sites:	Earl Williams Middle School
Item:	Proposal
Services:	Utility / underground survey services
Cost:	$12,200.00
Project Funding:	Measure "O" Bond funding

B.

Vendor:	Warren Consulting Engineering
Sites:	Kimball High School
Item:	Proposal
Services:	Utility / underground survey services
Cost:	$12,200.00
Project Funding:	Fund 25

C.

Vendor:	Warren Consulting Engineering
Sites:	McKinley Elementary School
Item:	Proposal
Services:	Utility / underground survey services
Cost:	$14,000.00
Project Funding:	Measure "O" Bond funding

D.

Vendor:	Warren Consulting Engineering
Sites:	Monte Vista Middle School
Item:	Proposal
Services:	Utility / underground survey services
Cost:	$15,800.00
Project Funding:	Measure "O" Bond funding

E.

Vendor:	Terracon
Sites:	Monte Vista Middle School
Item:	Proposal
Services:	Geo-technical services
Cost:	$27,750.00
Project Funding:	Measure "O" Bond funding

F.

Vendor:	Terracon
Sites:	McKinley Elementary School
Item:	Proposal
Services:	Geo-technical services
Cost:	$32,450.00
Project Funding:	Measure "O" Bond funding

G.

Vendor:	CPR with Heart
Sites:	Classified and TUSD Management Employees
Item:	Agreement
Services:	Provide CPR/First Aid/AED training for classified and TUSD management employees. Training will be held on Tuesday, December 16, 2025, in the DEC General Conference Room from 8-12:30 PM.
Cost:	$100.00 per person and not to exceed $1,500.00.
Project Funding:	General Funds

H.

Vendor:	WGR
Sites:	District Wide
Item:	Open Purchase Order
Services:	Provide support for the TUSD Storm Water Management Program.
Cost:	$6,000.00
Project Funding:	Environmental Compliance

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 29, 2025
SUBJECT: **Approve Wanda Hirsch Elementary School Revised School Site Plan and Budget for 2025-2026 School Year**

BACKGROUND: The 2025-2026 Wanda Hirsch Elementary Site Plan and Budget were approved by the school board in Spring of 2025 as required by the Every Student Succeeds Act (ESSA). Upon examination of anticipated expenses there are proposed adjustments to the site budget.

RATIONALE: Changes of this nature require both individual School Site Council and Local Education Agency (LEA) Governing Board approval. These changes have been reviewed by District staff and were approved by the Wanda Hirsch Elementary School Site Council during the month of October to meet site goals. The proposed reallocation of Targeted 0709 Funds are as follows: reduce 1.8 ($12960) for additional day of counseling through CMC to $4400 for services through December 12, 2025. The site does not have the caseload to support the services for an additional day of counseling. The site will utilize the four days provided via district funding. Termination of services for the additional day will follow contract language which requires providing CMC 30 days written notice.

- Reallocate the remaining $8560 of Targeted 0709 funds previously allocated in 1.8 to other areas of need under Goal 1 and Goal 2:
    - 1.2 Professional development ($2360) increase by $3230 to a new total of $5590.
    - 1.3 Provide additional resources and materials for at risk students ($1680) increase by $4230 for a new total of $5910.
    - 2.2 Support families in understanding school environment ($2000) increase by $500 for a new total of $2500.
    - Add a new line 2.3 Pay librarian technician additional hours for book fair after school increase from $0 to $600.

These changes support Goal 1 *Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports* and Goal 2 *Provide a safe and equitable learning environment for all students and staff.*

FUNDING: There is no additional cost for these revisions.

RECOMMENDATION: Approve Wanda Hirsch Elementary Revised School Site Plan and Budget for the 2025-2026 School Year.

Prepared by: Catey Nasello, Principal at Hirsch Elementary School.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 24, 2025
SUBJECT: **Approve Special Contract Services Agreement with Communication Across Barriers Speech Clinics, Inc. for an Independent Education Evaluation (IEE)**

BACKGROUND: Board approval is requested to contract with Communication Across Barriers Speech Clinics, Inc. The District's Special Education administration would like to contract with Communication Across Barriers Speech Clinics, Inc. to conduct an IEE per the San Joaquin County SELPA IEE process.

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

FUNDING: Expenses for this contract and the total cost will not exceed a total of $3,200.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Special Contract Service Agreement Communication Across Barriers Speech Clinics, Inc. for an Independent Educational Evaluation (IEE).

Prepared by: Jason Davis, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT
1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Communication Across Barriers Speech Clinics, 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 AN INDEPENDENT EDUCATION EVALUATION (IEE) OF A DISTRICT STUDENT. THE IEE WILL BE PERFORMED IN ACCORDANCE WITH THE SAN JOAQUIN COUNTY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA) GUIDELINES. A WRITTEN REPORT WILL BE PROVIDED TO THE DISTRICT, AT THE SAME TIME THAT IT IS MADE AVAILABLE TO THE PARENTS OF THE STUDENT. THE IEE WILL INCLUDE THE EVALUATION, REPORT AND FIRST IEP MEETING UP TO 2 HOURS, WITH ADDITIONAL IEE TIME BILLED AT PER HOUR RATE IF NEEDED.

   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 60 ( ) [ ] HOURS [✓] DAYS, under the terms of this agreement at the following location DISTRICT/ASSESORS OFFICE.

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

   a. District shall pay $3,200.00 per [ ] HOUR [ ] DAY [✓] FLAT RATE, not to exceed a total of $3,200.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District [ ] SHALL [✓] 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- for the term of this agreement.

   c. District shall make payment on a [ ] 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 11/13/2025, and shall terminate on 6/30/2026.

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

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Ana Krajcin 10/24/25	Tania Salinas, Associate Superintendent
Contractor Signature Title	Tracy Unified School District
86-2615173	
IRS Identification Number	Date
President/ Owner	
Title	Account Number to be Charged
1849 Willow Pass Rd. Suite 420	
Address	Department/Site Approval
Concord, CA 94520	
	Budget Approval
	Date Approved by the Board

Rev. 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc Supt of Ed Services
DATE: October 27, 2025
SUBJECT: **Approve Revised Contract Service Agreement with Left Coast Scales (LCS) for the 2025-2026 School Year**

BACKGROUND: Left Coast Scales contract has previously been approved by the District Board on 8/12/2025. The Special Education Department is currently seeking to update services to include subscription for two participants, four audits – fall 1,EOY, SEIS and CALPADS.

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

FUNDING: Expense will not exceed $15,200.00 for the 2025-2026 school year. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Revised Contract Service Agreement with Left Coast Scales (LCS) for the 2025-2026 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 LEFT COAST SCALES (LCS), 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: 8/1/25 contract amount $4,875.00 for the following services;
21 hours of virtual consult services. 1 hour planning session at no charge, and a end-of-year summary to be completed at the end of the year.

Amended contract for additional cost total $10,325.00 will include: one subscription to the Email Q&A which allows up to 2 participants
(This is a promotional offer dueto the amount of consult time quoted on the existing contract in force) and 4 Audits - Fall 1, EOY, SEIS, and CALPADS

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 ( ) | | **HOURS** |✔| **DAYS**, under the terms of this agreement at the following location Virtual.

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

   a. District shall pay $See #1 per | | **HOUR** | | **DAY** |✔| **FLAT RATE**, not to exceed a total of $15,200.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District | | **SHALL** |✔| **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- for the term of this agreement.

   c. District shall make payment on a | | **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 8/1/2025 (Amended contract starts 11/13/25), and shall terminate on 6/30/2025.

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

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Matthew J. Slack Contract Manager

Contractor Signature Title

20-3348823

IRS Identification Number

Contract Administrator

Title

5148 Western Way

Address

Perris, CA 92571

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Supt. of Education Services
DATE: October 24, 2025
SUBJECT: **Approve Agreement for Special Contract Services with John Amador for the Tracy High Drama-Choreography Assistant as the 2025-2026 School Year**

BACKGROUND: THS Drama participates in three theater productions yearly. The productions have specific needs ranging from scenic design, to stage construction, music and vocal assistance, and choreography.

RATIONALE: THS drama program is seeking to enhance the quality and impact of our theatrical productions by hiring a Choreographer for our upcoming production. This key role will collaborate closely with the director and cast to create memorable performances that combine strong musical direction and dynamic movement. including vocal coaching, instrumental accompaniment, and musical rehearsals. The Choreographer will design and teach dance and movement sequences that bring energy and storytelling to life on stage. The position is essential to elevating THS productions and providing students with rich, comprehensive theater experiences. This corresponds with District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The cost of services will not exceed $1,000 in total. Prop 28 funds will be utilized to cover the expense.

RECOMMENDATION: Approve Agreement for Special Contract Services with John Amador as the Tracy High Drama-Choreography Assistant for the 2025-2026 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and John Amador, 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: Responsible for designing and teaching dance and movement sequences that bring energy and storytelling to life on stage. Essential for elevating productions and providing students comprehensive theater experience.

   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 fifty-two (52) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location Tracy High School.

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

   a. District shall pay $ 1,000.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $ 1,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on November 13, 2025, and shall terminate on May 29, 2026.

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

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

7. Contractor shall contact the District's designee, Jon Waggle, at (209) 830-3360 x4011 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature Title	Tracy Unified School District
IRS Identification Number	Date
Title	Account Number to be Charged
Address	Department/Site Approval
	Budget Approval
	Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Supt. of Education Services
DATE: October 24, 2025
SUBJECT: **Approve Agreement for Special Contract Services with Max Jorgensen as a Tracy High Drama-Music Assistant for the 2025-2026 School Year**

BACKGROUND: THS Drama participates in three theater productions yearly. The productions have specific needs ranging from scenic design, to stage construction, music and vocal assistance, and choreography.

RATIONALE: THS drama program is seeking to enhance the quality and impact of our theatrical productions by hiring a Music Assistant for our upcoming production. This key role will collaborate closely with the director and cast to create memorable performances that combine strong musical direction and dynamic movement. The Music Assistant will be responsible for leading all musical aspects, including vocal coaching, instrumental accompaniment, and musical rehearsals. The position is essential to elevating THS productions and providing students with rich, comprehensive theater experiences. This corresponds with District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The cost of services will not exceed $1,000 in total. Prop 28 funds will be utilized to cover the expense.

RECOMMENDATION: Approve Agreement for Special Contract Services with Max Jorgensen as a Tracy High Drama-Music Assistant for the 2025-2026 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Max Jorgenson, 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: Responsible for leading all musical aspects, including vocal accompaniment, and musical rehearsals for Tracy High Drama productions.

   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 fifty-two (52) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location Tracy High School.

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

   a. District shall pay $ 1,000.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $ 1,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on November 13, 2025, and shall terminate on May 29, 2026.

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

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

7. Contractor shall contact the District's designee, Jon Waggle, at (209) 830-3360 x4011 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature Title	Tracy Unified School District
IRS Identification Number	Date
Title	Account Number to be Charged
Address	Department/Site Approval
	Budget Approval
	Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 29, 2025
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
Alexandra Aguilar Human Resources Clerk	DEC/HR	10/26/2025	Accepted Position

BACKGROUND: **CERTIFICATED RETIREMENTS**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Boyer, Nathan Athletic Director	KHS	10/19/2025	Accepted Position

BACKGROUND: **CLASSIFIED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Azevedo, Sonia Para Educator I	TISCS	10/14/2025	Accepted Position

Byer, Linda Food Service Worker	FES	12/31/2025	Personal

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

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: October 29, 2025
SUBJECT: **Approve Classified, Certificated, and/or Management Employment**

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL

Aguilar, Alexandra

Personnel Analyst for Certificated Employees (Replacement)
DEC/Human Resources
LMH 13, Step B - $36.65 per hour
Fund: General

BACKGROUND:

CERTIFICATED

Boyer, Nathan

West High School
Social Science (Replacement)
Class VI, Step "B" 22 - $128,547.00
Fund: General

Lombardi, Sara

George Kelly Elementary School
RSP TK-8 (New)
Class III, Step "A" 1 - $43,575.00
Fund: Special Education

BACKGROUND:

CLASSIFIED

Azevedo, Sonia

IEP Para Educator I (New)
Tracy Young Adult Program
Range 24, Step E - $23.19 per hour
Fund: Title I

Bernetich, Martha	Food Service Worker (Replacement) George Kelly School Range 25, Step E - $23.74 per hour Fund: Child Nutrition -School Program
Garza, Jesusa	School Supervision Assistant (Replacement) George Kelly School Range 21, Step E - $21.60 per hour Fund: General Fund
Jimenez, Sofia	Special Education Para Educator I (Replacement) Monte Vista Middle School Range 27, Step C - $22.68 per hour Fund: Special Education
Miranda, Ciara	Para Educator II (Replacement) Hirsch School Range 30, Step B - $23.19 per hour Fund: AMIM
Mothershed, Brandon	Special Education Para Educator I (Replacement) Art Freiler School Range 27, Step C - $22.68 per hour Fund: Special Education
Picho, Elizabeth	Preschool Instructor (New) North Preschool Range 30, Step E - $26.67 per hour Fund: Special Education Early Intervention
Pereira, Victoria	Temporary Retired Annuitant (11/17/25 - 2/27/26) Finance – Payroll project for termed employees Range 52, Step E - $44.80 per hour Funding: General Fund
Ruiz, Brandon	Food Serv. Warehouseman/Delivery Driver (New) Food Services/Warehouse Range 36, Step E - $30.71 per hour Fund: Child Nutrition – School Program
Shergill, Sharon	Para Educator I (New) West High School Range 24, Step B - $20.17 per hour Fund: Prop 28
Hasch, Kari	Bus Aide (New) Transportation/DEC Range 24, Step E - $23.19 per hour Fund: Special Education

Williams, Jennifer	IEP Para Educator I (New) Special Education Range 24, Step D - $22.14 per hour Fund: Special Education

BACKGROUND:

COACHES

Aguilar, Jovani	Flag Football Assistant Co-Ed Stein High School $1,361.76
Bogetti, Clayton	Boys' Wrestling Assistant Tracy High School $5,024.89
Bowie, Gregory	Girls' Varsity Basketball Kimball High School $7,537.34
Bravo, Rogelio	Head Wrestling West High School $7,537.34
Colbert, Logan	Boys' Wrestling Assistant Kimball High School $5,024.89
Diaz, Alex	Head Wrestling Kimball High School $7,537.34
Garcia, Silverio	Boys' Varsity Soccer Kimball High School $7,537.34
Gee, Ken	Girls' JV Basketball Kimball High School $6,032.60
Gutierrez, Saul	Boys' JV Soccer Tracy High School $5,024.89
Hallman, Darryl	Girls' Varsity Basketball West High School $7,537.34

Hupman, Tida	Girls' JV Soccer West High School $5,024.89
Juan, Ulysses	Boys' Wrestling Assistant West High School $5,024.89
Kalis, Phillip	Girls' Varsity Soccer Tracy High School $7,537.34
Kalis, Phillip	INTERIM Girls' JV Soccer Tracy High School $5,024.89
Labasan, Mission	Boys' JV Basketball Tracy High School $6,032.60
Lafever, Ernest	Girls' Varsity Soccer Kimball High School $7,537.34
Langley, Anne	Girls' Frosh Basketball Tracy High School $5,024.89
Mass, Karl	Girls' Wrestling Assistant Tracy High School $5,024.89
Ocon, Robert	Girls' Varsity Basketball Tracy High School $7,537.34
Parks, Brandon	Boys' Varsity Basketball West High School $7,537.34
Rios, David	Girls' JV Soccer Kimball High School $5,024.89
Rodriguez, Jose	Boys' Varsity Soccer Tracy High School $7,537.34

Sauers, Riann	Girls' Frosh Basketball Kimball High School $5,024.89
Soto, Daniel	Boys' JV Soccer Kimball High School $5,024.89
Taylor, Brandon	Boys' Frosh Basketball West High School $5,024.89
Thomas, Donald	Boys' JV Basketball Kimball High School $6,032.60
Vallotton, David	Flag Football Co-Ed Stein High School $2,723.52
Vallotton, David	Dodgeball Co-Ed Stein High School $2,723.52
Wallace, Pierre	Girls' JV Basketball West High School $6,032.60
Zuniga, Eder	Boys' JV Basketball West High School $6,032.60

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

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: November 12, 2025
SUBJECT: **Approve Resolution 25-07 Designation of Specific Material, Product, Thing, or Service for Procurement (Meehleis Modular Buildings)**

BACKGROUND: Tracy Unified School District continues to explore innovative and cost-effective construction solutions to meet expanding facility needs. Meehleis has developed a unique manufactured building system that blends permanent modular design with high-quality architectural finishes and DSA-approved components. These buildings integrate steel-frame structures, energy-efficient materials, and factory-controlled quality that ensure rapid deployment, consistent craftsmanship, and reduced disruption to active campuses.

Meehleis buildings stand apart due to their architectural flexibility and the ability to customize layouts, finishes, and systems (HVAC, fire, and communications) to align with district design standards. Their modular system provides long-term adaptability for future expansion and modernization needs across multiple school sites.

RATIONALE: Meehleis' proprietary construction method and prefabricated system are not directly interchangeable with other modular or portable manufacturers. Their patented interlocking structural design, integrated foundation connection, and pre-engineered DSA approval process enable a faster and more reliable delivery model—offering substantial time and cost savings to the district. Approving the Meehleis as a sole source vendor ensures:

- **Long-term value and standardization** across future Tracy USD sites, improving maintenance, training, and lifecycle cost control.
- **Reduced design and DSA re-submittal costs** through reuse of approved system drawings.
- **Best value** to the district by minimizing change orders, field labor, and construction delays.
- **Alignment with Measure "O" goals** of sustainability, innovation, and educational modernization, serving both Measure O and developer fee funding sources
- **Best value and long-term investment**

FUNDING: N/A.

RECOMMENDATIONS: Approve Resolution 25-07 Designation of Specific Material, Product, Thing, or Service for Procurement (Meehleis Modular Buildings).

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

TRACY
UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 25-07
TRACY UNIFIED SCHOOL DISTRICT
DESIGNATION OF SPECIFIC MATERIAL, PRODUCT, THING, OR SERVICE FOR PROCUREMENT
(MEEHLEIS MODULAR BUILDINGS)

WHEREAS, pursuant to applicable law, the Tracy Unified School District ("District") wishes to create District Standards for certain items and equipment in order to match and procure other products in use and to maintain uniformity and consistency throughout the District's facilities; and

WHEREAS, pursuant to California Public Contract Code section 3400 ("PCC section 3400") and other applicable law, the District wishes to, in specific instances, designate specific materials, products, things, or services for use on future projects; and

WHEREAS, PCC section 3400 states that a school district cannot limit "the bidding, directly or indirectly, to any one specific concern," when letting "contracts for the construction, alteration, or repair of public works," unless the District makes a finding that is described in the invitation for bids or proposals that a particular material, product, thing, or service is designated by specific brand or trade name for any of the following purposes:

- "In order that a field test or experiment may be made to determine the product's suitability for future use." (PCC section 3400(c)(1))
- "In order to match other products in use on a particular public improvement, either completed or in the course of completion." (PCC section 3400(c)(2))
- "In order to obtain a necessary item that is only available from one source." (PCC section 3400(c)(3))
- In order to respond to certain emergency situations. (PCC section 3400(c)(4)); and

WHEREAS the District desires to list a certain specified item ("Product") as the only acceptable material, product, thing, or service for the Projects, in that the District wishes to match other products in use on a particular public improvement, either completed or during completion, specifically:

- Meehleis Modular Buildings; and

WHEREAS, the District desires to list Meehleis Modular Building as the only acceptable material(s), product(s), thing(s), or service(s) because:

- A match for other material(s), product(s), thing(s), or service(s) in use on other District public improvement(s) either completed or in the course of completion; and

WHEREAS, the Product uses an exclusive true slab on grade foundation design for longevity; and

WHEREAS, the Product has the unique ability to build either shear wall or rigid steel moment frame designed buildings; and

WHEREAS, the listed Products are already in place at the District's facilities, and the District desires to remain consistent in its use at other District facilities; and

WHEREAS, the ongoing maintenance, repair, and other work that District staff and/or service providers will have to perform will be simplified, more efficient, and less costly if those persons do not have to service different and varied material(s), product(s), or thing(s); and

WHEREAS, the warranties and guarantees for the Products will be easier to coordinate, track, and call upon in the years to come if they are with the same manufacturers/vendors of the particular material(s), product(s), thing(s), or service(s); and

WHEREAS, based upon its review and analysis, District staff recommends and requests that the Board determine and establish that the Product be designated as District Standards.

NOW, THEREFORE, the Governing Board of the District hereby finds, determines, declares, orders, and resolves as follows:

Section 1. That the above recitals are true and correct.

Section 2. That the Product is the only acceptable material, product, thing, or service for the District Standards, in order to match other products in use on a particular public improvement, either completed or during completion.

Section 3. That the District shall list the Products in its invitation for bids or request for proposals for the District's projects as the only acceptable material, product, thing, or service for use on the District's construction projects.

Section 4. That the District's Superintendent, or designee, is authorized and directed to take all steps and perform all actions necessary to carry out, give effect to, and comply with the terms and intent of this Resolution.

APPROVED, PASSED, AND ADOPTED by the Governing Board of the Tracy Unified School District on November 12th, 2025, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

Board Clerk_____ Board President_____

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: October 30, 2025
SUBJECT: **Consider Claim No. 655211**

BACKGROUND: On May 8, 2025, a claim was received by the Tracy Unified School District in which the claimant stated that a loss occurred on April 14, 2025

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

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

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

The claim amount is noted to be greater than $35,000.00.

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

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

RECOMMENDATIONS: Reject Claim No. 655211

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: November 12, 2025
SUBJECT: **Approve Studio W Architectural Services for the Kimball High School Building Project and Security Fencing**

BACKGROUND: Kimball High School, established to serve the growing west side of Tracy Hills, continues to experience increased enrollment and expanded academic programming. The campus has reached capacity in several key instructional areas, particularly in science and technology classrooms. To address these needs, the district is planning a new two-story science wing addition. This addition will provide modern laboratory spaces, integrated classroom technology, and flexible learning environments designed to support Kimball's expanding CTE/STEM curriculum. The new facility will also align with current educational standards and improve campus efficiency by reducing reliance on portable classrooms, which is most important as we take on new growth. The project will include security fencing with automation entrances.

RATIONALE: The proposed two-story science wing addition is essential to support Kimball High School's academic growth and programmatic needs. The existing facilities lack adequate specialized lab and classroom space to accommodate current and future science and career-technical education programs. As enrollment and curriculum offerings expand, the new building will ensure students have access to state-of-the-art learning environments equipped with advanced technology and infrastructure. In addition, the two-story design maximizes available site area, allowing for interior and exterior classroom integration, improved collaboration spaces, and long-term campus sustainability. The project directly supports Measure "O" goals of enhancing educational opportunities and modernizing facilities for future-ready learning and pathways.

FUNDING: Developer fees not to exceed $921,689.00.

RECOMMENDATIONS: Approve Studio W Architectural Services for the Kimball High School Building Project and Security Fencing.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 28, 2025
SUBJECT: **Approve Agreement with the University of the Pacific for a Two-Week All-Inclusive Residential Pacific Summer High School Institute for Rising 9th Through 12th Grade Students**

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: ELO/ELO-P programmatic (educational) standards are to be aligned with the After School Education and Safety Act (ASES) EC Section 46120(b)(2), and the 21st Century Community Learning Centers (21st CCLC) Program. An educational enrichment element may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities. Expanded learning opportunities provide opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (See [EC Section 46120(g)(1)]).

This Agenda Item represents the request to approve the Special Contract Services Agreement with the University of the Pacific for a two-week all-inclusive residential Pacific Summer High School Institute for rising 9th through 12th grade students. This expanded learning opportunity immerses students into a rich educational environment focused on cutting-edge topics that emphasize real world issues and provide hands-on experiences and collaborative enrichment activities. High school students explore a variety of project-based learning activities taught via themed academic

programs, in the University's labs, studios, fields, and makerspaces. Topics cover a variety of subjects from every one of Pacific's Schools and Colleges. The Contract Agreement is attached as part of this Agenda item which supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, and Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: All expenses will be funded by Expanded Learning Opportunities grant. The Agreement with the University of the Pacific will not exceed $1,095,000.00 for up to 300 students.

RECOMMENDATION: Approve Agreement with the University of the Pacific for a Two-Week All-Inclusive Residential Pacific Summer High School Institute for Rising 9th through 12th grade Students.

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

UNIVERSITY OF THE PACIFIC
SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is entered into effective as of **10/20/2025** (the "**Effective Date**") by and between the University of the Pacific, a California nonprofit public benefit corporation ("**University**") and **Tracy Unified School District ("Client").** In consideration of the promises and the mutual covenants and agreements set forth below, the parties hereto agree as follows:

1. SERVICES. University agrees to perform the services required under this Agreement ("**Services**") as specifically set forth in the scope of work attached hereto and incorporated herein by reference as Exhibit A ("**Scope of Work**"). Use of the term "Agreement" shall include the Scope of Work and any document attached hereto.

2. COMPENSATION; PAYMENT TERMS. Client shall pay University the fees set forth in the Scope of Work ("**Fees**"). Unless otherwise stated in the Scope of Work, the Fees shall include, and University shall be responsible for, all expenses and taxes incurred by University in connection with providing the Services. Client shall be responsible for all applicable sales and use taxes due to any federal, state, or local taxing authority under this Agreement. Unless otherwise stated in the Scope of Work, University shall submit to Client on a monthly basis an invoice listing in detail the Services provided, and Fees incurred by University in the prior month ("**Invoice**"). Client shall remit payment to University on undisputed Invoices within thirty (30) calendar days (excluding holidays) after receiving the Invoice.

3. TERM AND TERMINATION. The Agreement shall commence on the Effective Date and, unless otherwise provided in the Scope of Work, shall terminate upon University's completion of the Services, provided that either party may terminate this Agreement: (i) at any earlier time, without cause or penalty, by giving at least thirty (30) calendar days' advance written notice to the other party; or (ii) upon ten (10) business day's advance written notice to the other party in the event of the other party's material breach of this Agreement if such breach is not cured to the non-breaching party's reasonable satisfaction within such ten (10) day period. Any early termination of this Agreement shall be without prejudice to any claims or damages a party may have.

4. RELATIONSHIP OF THE PARTIES. University is an independent contractor of Client. No provision of this Agreement is intended to create nor shall be construed to create a partnership, joint venture, agency, or any other relationship between University and Client other than that of independent entities contracting with each other solely for the purpose of effectuating the provisions of this Agreement. Neither party nor its employees or subcontractors are authorized to bind the other party or make any representations on the other party's behalf in any matter. University shall be solely responsible for the satisfaction of any and all employer obligations with respect to its personnel providing Services hereunder.

5. CONFIDENTIALITY.

(a) At all times after receiving confidential or proprietary information ("**Confidential Information**"), the receiving party ("**Recipient**") will keep in confidence and trust and not disclose, reveal or divulge any such Confidential Information, directly or indirectly, intentionally or negligently to any person, company or other entity, for any purpose or reason, that Recipient learns of or receives during the Term of this Agreement. Recipient will not use, reproduce, or disclose to others any Confidential Information without the disclosing party's ("**Disclosing Party**") advance written consent, except (i) as may be directly necessary in the ordinary course of performance of the Services under this Agreement, or (ii) as permitted by law or otherwise in accordance with a judicial or other governmental order, provided however, that, to the extent reasonably possible, Recipient shall give the Disclosing Party reasonable notice prior to making any such disclosure in sufficient time so the Disclosing Party may object to such disclosure if it so chooses, and provided further, that Recipient shall disclose only that portion of the Confidential Information that it is legally required to disclose.

Recipient may also disclose Confidential Information to the personnel within its organization, affiliates, and its legal and accounting advisors who require the Confidential Information in connection with the Recipient's business, provided, however that Recipient shall require such recipients to use the Confidential Information solely for these purposes and keep the Confidential Information strictly confidential.

(b) Student Records. If Client provides University with access to any "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act and its implementing regulations (collectively, "FERPA Protected Information"), University hereby certifies that access to FERPA Protected Information is necessary for the performance of the Services and University's duties and responsibilities under this Agreement, and agrees that University shall be subject to, and shall comply with, the same conditions and restrictions on the use and re-disclosure of FERPA Protected Information as apply to Client pursuant to applicable law. University's failure to comply with the provisions of this Section 5(b), or University's failure to abide by legally applicable security measures and disclosure and re-disclosure restrictions with regard to FERPA Protected Information, shall constitute a material breach of this Agreement.

6. INTELLECTUAL PROPERTY MATTERS.

a) **Data Rights**. "Data" means all data and information generated by University as a result of providing the Services. University owns and has the right to exploit all Data in its discretion in accordance with applicable law. University hereby provides Client a non-exclusive, limited license to use any such de-identified Data in accordance with any signed applicable informed consent and authorization form, applicable laws, and the terms of this Agreement.

b) **Independent Inventions & Technology.** The parties acknowledge and agree that their respective existing inventions and technologies, and those conceived, developed or fixed outside of the Services provided under this Agreement, are the separate property of Client or University and are not affected by this Agreement, and neither Client nor University shall have any claims, rights or license in any such separate inventions or technologies.

7. REPRESENTATIONS AND WARRANTIES OF UNIVERSITY. University represents and warrants that: (a) the Services will be performed in compliance with generally accepted professional procedures and industry standards prevailing at the time the Services are performed; and (b) the execution, delivery, and performance of this Agreement will not constitute a violation of any judgment or order binding on University or a breach of a contract by which University is bound.

8. REPRESENTATIONS AND WARRANTIES OF CLIENT. Client represents and warrants that: (a) it has authority to enter into this Agreement; and (b) the execution, delivery, and performance of this Agreement will not constitute a violation of any judgment or order binding on Client or a breach of a contract by which Client is bound.

9. UNIVERSITY QUALIFICATIONS: University represents and warrants to Client that University, and all of University's employees, agents or volunteers (the "University Parties"), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. University and any University Parties performing services shall be competent to perform those services.

10. INSURANCE: University shall provide all insurance as provided in **Exhibit C.**

11. INDEMNIFICATION. Each party agrees to hold harmless, defend, and indemnify (**"Indemnitor"**) the other party and its regents, officers, directors, employees, students and agents (each an **"Indemnified Party"** and collectively, **"Indemnified Parties"**) from and against any and all claims, damages, losses, penalties, fines, judgments, and expenses (including without limitation attorneys' fees and costs) (collectively, **"Losses"**) arising out of: (i) the performance of the Agreement, except to the extent that such Losses are caused by the gross negligence or willful misconduct of the Indemnitor. The Indemnitor shall not consent to the entry of any

judgment or enter into any settlement with respect to any Loss that includes an admission of wrongdoing by any Indemnified Party without the prior written consent of the Indemnitor (not to be unreasonably withheld).

12. LIMITATION ON DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR SIMILAR DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR KNOWN BY THE PARTIES; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION ON DAMAGES SHALL NOT APPLY TO ANY CLAIM ARISING FROM: (a) A PARTY'S BREACH OF ITS OBLIGATIONS WITH RESPECT TO CONFIDENTIAL INFORMATION; (b) DAMAGES TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BREACHING PARTY'S EMPLOYEES, DIRECTORS, OFFICERS OR SUBCONTRACTORS; OR (c) THE BREACHING PARTY'S DEFENSE AND INDEMNITY OBLIGATIONS AS STATED IN THIS AGREEMENT.

13. SURVIVAL. The provisions of Sections 3 (Term and Termination), 4 (Relationship of the Parties), 5 (Confidentiality), 7 (Representations and Warranties of University), 8 (Representations and Warranties of Client), 11 (Indemnification), 12 (Limitation on Damages), 18 (Governing Law), 21 (Dispute Resolution), 22 (Publicity and Marketing), 23 (Miscellaneous Provisions) and shall survive termination of this Agreement.

14. COMPLIANCE WITH LAWS. Each party will comply with all federal, state and local laws, statutes, rules and regulations (collectively, "**Laws**") and all University policies, codes, publications, rules and procedures (collectively, "**University Rules**") applicable to its performance under this Agreement and to the provision of the Services and which have been provided or made available under this Agreement.

15. COMPLIANCE WITH AMERICANS WITH DISABILITY ACT.

University acknowledges that, pursuant to the Americans Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. University shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. University agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of the University, its employees, agents or assigns will constitute a material breach of this Agreement.

16. CRIMINAL BACKGROUND CHECKS. University shall comply with the requirements of California Education Code section 45125.1, which requires criminal background checks for anyone who is going to have direct contact with students, in the opinion of Client. Criminal background checks may include but are not limited to: obtaining clearance from both the California Department of Justice and from the Federal Bureau of Investigation for University's employees, prior to service with any student. University shall be responsible for the costs of the Fingerprinting clearances. University agrees to comply with the requirements and reporting obligations contained in the California Child Abuse and Neglect Reporting Act, California Penal Code sections 11164-11174.3 and to obtain appropriate training to ensure compliance. University further agrees and acknowledges that if at any time during the Term of this Agreement University learns or becomes aware of additional information which differs in any way from the representations set forth above, or University or University Parties add personnel, University shall immediately notify Client and prohibit any new personnel from having any contact with Client students until the fingerprinting and background check requirements have been satisfied and Client determines whether any contact is permissible.

17. CONFLICTS OF INTEREST AND UNIVERSITY'S CODE OF CONDUCT. Client represents that its personnel involved in the negotiation, implementation and performance of this Agreement have no knowledge of any circumstances constituting an actual or potential conflict of interest with respect to Client's transaction of business with the University. Client agrees to notify University in writing within fifteen (15) days after it becomes aware of any circumstances constituting an actual or potential conflict of interest. Client shall

comply with the University Code of Conduct and shall periodically review the Code of Conduct as it may be updated from time to time.

18. GOVERNING LAW. This Agreement, and any dispute between the parties arising out of this Agreement, shall be governed by, construed and enforced in accordance with the laws of the State of California, excluding its conflict of laws rules that would impose the laws of any other jurisdiction.

19. NONDISCRIMINATION. The parties shall abide by the requirements of 41 CFR 60 1.4(a), 60 300.5(a), and 60 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

20. FORCE MAJEURE. Except with respect to payment obligations under the Agreement, neither party shall be liable for any failure or delay in performing any provision of this Agreement to the extent such failure or delay results from acts beyond the affected party's reasonable control, without such party's fault or negligence, and which by its nature could not have been foreseen or if it could have been foreseen, was unavoidable (**"Force Majeure Events"**). Force Majeure Events include without limitation, acts of God, flood, fire, earthquake, explosion, war, hostilities (whether war is declared or not), riot or other civil unrest, government order or law or other governmental action, embargoes or blockades, labor strikes, pandemics, epidemics, shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give notice to the other party, stating the period of time the Force Majeure Event is expected to continue and shall use diligent efforts to end the failure or delay promptly and minimize the effect of such Force Majeure Event.

21. DISPUTE RESOLUTION In the event of any dispute, controversy, claim, or disagreement arising out of or related to this Agreement or the acts or omissions of the parties with respect to this Agreement (each, a **"Dispute"**), the parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party (**"Dispute Notice"**), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties. If any Dispute is not resolved to the mutual satisfaction of the parties within thirty (30) days (excluding holidays) after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), the parties may choose any other available legal means to resolve the Dispute. Each party agrees that a violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies. Any and all legal action that is initiated to enforce or interpret any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state or federal court presiding over San Joaquin County, California. In the event there is any controversy or claim arising out of or relating to this Agreement, or to the interpretation, breach or enforcement thereof, the prevailing party may recover the reasonable attorneys' fees and costs incurred by the prevailing party in addition to any other relief to which it may be entitled.

22. PUBLICITY AND MARKETING. Client shall not use the University's name, or the name of any school or division thereof, or any logo or insignia of the University or any school or division thereof, or otherwise identify the University or any of its schools or divisions in any form of publicity or disclosure without the prior written permission of the University, which permission may be given or withheld in the University's sole discretion. Unless otherwise specifically permitted under this Agreement, Client will not use any University Confidential Information to advertise or market to students of the University or their parents or University alumni or their families.

23. MISCELLANEOUS PROVISIONS. Client may not, voluntarily or by operation of law, assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the University.

This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors, heirs, and assigns. Except as expressly stated herein, no provision of this Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any provision of this Agreement. All paragraph and section captions and headings in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement. This Agreement shall be interpreted in an even-handed manner and without regard to any presumption against the party that was responsible for its drafting. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Upon a determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith for up to thirty (30) calendar days to modify this Agreement to effect the original intent of the parties as closely as possible; provided, however, that if the parties are unable to ultimately agree on modifications within such thirty (30) day period, then either party may terminate this Agreement upon the giving of ten (10) calendar days' notice to the other party. This Agreement, including, without limitation, any exhibit or document attached hereto, may not be modified except by an instrument in writing executed by authorized representatives of the parties. For the avoidance of doubt, no purchase order or other similar document provided by Client to University may modify this Agreement unless the parties state a clear intent to modify this Agreement, and any such amendments or modifications must be approved in writing by the authorized representative of the University. This Agreement together with the exhibits attached hereto or referenced herein constitutes the sole and entire agreement between the parties pertaining to its subject matter, superseding all prior and contemporaneous agreements, proposals, understandings, letters of intent, term sheets, and memorandums of understanding, both written and oral, and no other representations or understandings of the parties, whether written or oral, shall be binding. This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument. A signed copy of this Agreement delivered electronically (*e.g.*, by email or facsimile) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. A copied, scanned, electronic, or faxed signature shall be treated the same as an original signature.

[Signature page to immediately follow]

UNIVERSITY OF THE PACIFIC
STANDARD SERVICES AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized representatives on behalf of the parties hereto as of the Effective Date.

UNIVERSITY OF THE PACIFIC

By: _____
Name: _____
Title: _____

For Notices:

University of the Pacific
Attn: Balint Sztaray
3601 Pacific Avenue
Stockton, CA 95211

With a Copy to:
University of the Pacific
Office of the General Counsel
3601 Pacific Avenue
Stockton, CA 95211
Attn: General Counsel
Email: generalcounsel@pacific.edu

TRACY UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

For Notices:

Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376
Attn: Tania Salinas
Associate Superintendent of Business Services

Exhibit A:

SCOPE OF WORK

SERVICES:

University will provide a two-week all-inclusive residential Pacific Summer High School Institute **(PSHSI or "Program")** for rising 9th through rising 12th grade students. This expanded learning opportunity immerses students into a rich educational environment focused on cutting-edge topics that emphasize real world issues and provide hands-on experiences and collaborative enrichment activities. High school students explore a variety of learning activities taught via themed academic, music, and athletics programs, in the University's labs, studios, fields, and makerspaces. Topics cover a variety of subjects from every one of Pacific's Schools and Colleges and Division-I Intercollegiate Athletics Program as further described in Exhibit B.

Program dates: June 1 – June 26, 2026

RESPONSIBILITIES OF PARTIES

A. Client Responsibilities:

Client shall:

(1) Support recruiting current 8th – 11th grade students to participate in the PSHSI.

Supporting activities can include but not limited to:

- Sending PSHSI informational flyers home with students.
- Posting PSHSI informational flyers on the Client's website
- Co-host with University informational parent sessions about the PSHSI in Client's and/or on the University campus.

(2) Provide funding for each Student enrolled in the PSHSI per rates listed in Compensation section below.

(3) Verify student enrollment and school IDs to establish program eligibility.

B. University Responsibilities:

University shall:

(1) Support Client in the recruitment effort of current 8th – 11th grade students to participate in the PSHSI.

(2) Provide PSHSI informational flyers and posters.

(3) Co-host an informational parent session about the Summer Institute on the Pacific campus.

(4) Provide to Client a list of students who registered for the Summer Institute.

(5) Provide to Client a list of students who attended the Summer Institute.

(6) Provide to Client any other student data related to student participation in the PSHSI.

(7) Communicate with participating families during the entirety of the PSHSI.

(8) Provide all curriculum materials.

(9) Provide all teaching and supervision staffing.

(10) Provide all safety measures for students.

(11) Be responsible for every aspect of running the PSHSI.

NON - RESPONSIBILITIES OF PARTIES:

C. Client Non-Responsibilities:

(1) Client is not responsible for transportation for students to and from the PSHSI.

(2) Client is not responsible for communicating with University during the PSHSI regarding student behavior or related student/family issues.

(3) Client is not responsible for any further interaction or services during the entirety of the PSHSI.

D. University Non-Responsibilities:

(1) University is not responsible for verifying program eligibility of Client's students and for eligibility-related communication with parents and students.

ADDITIONAL TERMS:

Exhibits D and E attached hereto and incorporated herein as part of this Agreement.

- Exhibit D: INDEPENDENT CONTRACTOR STUDENT CONTACT FORM
- Exhibit E: DRUG-FREE WORKPLACE CERTIFICATION

COMPENSATION:

Client agrees to pay University the rate of **$3,650.00** per each student enrolled and admitted into the PSHSI.

University shall not increase the rate per Student over the course of this Agreement. The maximum not to exceed amount to be paid to University for Services under this Agreement $1,095,000.00 for up to a maximum of **300** students. Any work performed by University in excess to the not to exceed amount shall not be compensated, unless agreed to in advance in writing by Client.

Student Replacement

Client can nominate replacement students of the same gender and grade level to replace cancelled registrants up to four (4) days before the session start date.

The full program fee will be owed by Client for any registered student who fails to check in on the session start date or who cancels within three (3) days prior to the start date.

EXPENSES:

No expenses will be provided or reimbursed by the Client.

PAYMENT TERMS:

Client agrees to pay the Fee, up to the maximum amount provided herein, within thirty (30) days of receipt of a detailed invoice from University, including any additional supporting documentation the Client reasonably requests.

TERM:

This Agreement will commence upon the Effective Date and will expire upon the University's completion of the Services on June 26, 2026.

Exhibit B:

2026 SUMMER PROGRAM DESCRIPTION: PACIFIC SUMMER HIGH SCHOOL INSTITUTE

Executive Summary

Business name: University of the Pacific
Address: 3601 Pacific Ave, Stockton, CA 95211
Point of Contact: Dr. Bálint Sztáray, Director, Assistant Vice President for Enrollment Strategy
Contact Information: bsztaray@pacific.edu, Direct: 209.946.2654, Institute: 209.932.3263

We offer a two-week residential summer high school institute for rising 9th through rising 12th grade students. This expanded learning opportunity immerses students into a rich educational environment focused on cutting-edge topics that emphasize real world issues and provide hands-on experiences and collaborative enrichment activities. High school students explore a variety of project-based learning activities taught via themed academic programs, in the University's labs, studios, fields, and makerspaces. Topics cover a variety of subjects from every one of Pacific's Schools and Colleges. Our renowned faculty and staff provide instructional content and supervision, under the leadership of the Deans of each school.

High school students of the Summer Institute gain firsthand knowledge of what it is like to live on campus and to become part of a university community. Gaining early university experiences supports students' transition into college life, helps assess college readiness, gives students a sense of class expectations and can address skill gaps before becoming a full-time student. High school students from various schools across California and out of state get to know each other and experience campus life together through living in the residence hall, attending classes together, eating in the DeRosa University Center Marketplace and exercising in the Baun Fitness Center – both state of the art spaces. Additional enrichment activities are offered in our newly reimagined library, designed for 21st century learning. This time spent together forms friendships that can last a lifetime. Living, learning, and growing together at Pacific for the two-weeks of the Summer Institute is an unforgettable and transformative experience for students and families in our community.



1. **Operational Calendar**

- Session 1: June 1–11, 2026
- Session 2: June 16–26, 2026

2. **Daily Schedule**

- Academic programs: 9am – 4pm
- Co-curricular programs: 4pm – 10pm and weekends

3. **Tuition**

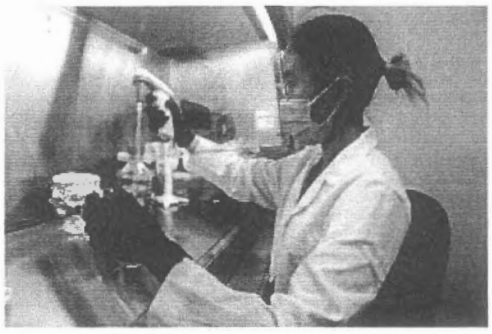
Tuition and fees: $3,650, which includes:

- Academic Program
- Enrichment sessions
- Evening co-curricular programming
- Weekend social activities
- Housing
- Meals (breakfast, lunch, dinner and snacks)
- Laundry Facilities

4. **Transportation**

Family or School District provided.

5. **Academic and Athletic Curriculum**



Every school and college of the University offers academic programs in our Summer High School Institute for a total of more than fifty offerings to choose from. There are programs in creative and visual arts and several programs in music, offered by our Conservatory. Humanities programs are offered in writing, publishing and electronic journalism. In the business and social science, we offer various programs in social media, education, business and finance, speech and debate, esports, leadership and public safety. The Pacific McGeorge School of Law also offers two jurisprudence programs. Our School of Engineering and Computer Science, in partnership with the University Library and the Eberhardt School of Business teaches numerous programs in engineering and technology, including computer programming, game design, electrical engineering, robotics, computer-aided design and fabrication and more. Finally, our signature offerings include a wide range of pre-health and natural science programs by our Health and Exercise, Biology and Chemistry Departments of the College, as well as several health programs by our Dental School, Pharmacy School and School of Health Studies.

Our NCAA Intercollegiate Athletics Program, home of our nationally competitive Division I varsity sports, offer programs in most of our varsity sports, including baseball, basketball, beach and indoor volleyball, soccer, softball, tennis and water polo.

All our programs are hands-on, immersive, fun, and are non-credit bearing. Students who complete their program receive a Certificate of Achievement, in the graduation ceremonies on the final day of the Summer Institute. This last day features presentations in each of the programs, which family members and school officials can also attend to see first-hand what their students have learned and created over the two weeks of the Institute. The plenary Closing Ceremony and Reception features student and faculty speakers, as well as leaders of the University.



6. Co-curricular Activities

The Institute offers several co-curricular activities each evening and on the weekend. Examples include movies under the stars, athletic tournaments, scavenger hunt, culture show, arts and crafts, karaoke, dance, access to the tennis center and the university pool, the gym and recreational sports center including a climbing wall, laser tag and lawn games, and many more. Pacific students, alongside our Student Life staff serve as mentors, residence advisors, and activity directors.



7. Housing, Rooms & Amenities

Summer Institute students experience campus culture in many ways that develop self-reliance and independence. Living in the same residential halls where our college students reside during the academic school year is one of the most memorable experiences. High school students stay in spacious rooms designed for double occupancy in our various recently renovated residence halls, based on their grade level. Laundry facilities, study lounges, and spaces for social gatherings are located throughout each residence hall. During their two-week residency, students meet people from different backgrounds, develop social skills, and make new friends with whom they discover real university life.



8. Dining

The Summer High School Institute is designed to be all-inclusive and it includes not only the academics, the co-curricular and social programs, living in the residence halls, but all four meals (breakfast, lunch, dinner, and snacks) for our high school guests. In cooperation with our food service provider, Bon Appetit, we strive to use fresh and authentic ingredients by utilizing food in its simplest and most

natural form. High school students eat in The Marketplace, which is the central dining venue at Pacific, offering a customizable salad bar and various themed food stations. We offer a wide variety of food and beverages and accommodate special dietary requirements. Utilizing locally purchased and seasonal products, our chefs work hard to make our food full of flavor and nutritious, tailored to the needs of the high school students.

9. Safety & Security

The Institute provides a safe and secure college experience at Pacific. Professionally trained staff supervise the residence halls and co-curricular evening and weekend activities. Campus security is provided by Pacific's own Police Department. Students check-in regularly during the day: with roll calls at the morning classes and bed checks in the evenings.

10. Communications Outreach

Pacific's Department of Strategic Communications has robust story coverage and outreach, both internally and externally. Pacific has strategic plans for informing students and parents about the program and encouraging them to register. Stories written for the university newsletter are also shared on Pacific's social media accounts and ads are placed on Facebook targeted specifically to students and parents in the community. Flyers are distributed for the schools to display, a write-up on the program was shared with schools to post on their websites and numerous question and answer sessions are held virtually in the months leading up to the program.

11. Staffing



The Summer Institute involves hundreds of university employees and student workers. This includes faculty and staff in our schools and colleges, student-life staff, various other university divisions, and also rely on parnerships, for example with our campus catering partner Bon Appetit. Here, we provide a brief overview of the staffing setup.

The academic programs are each housed in one or more of our schools and colleges and the Dean is ultimately responsible for the quality of their programs. While the Institute itself will host several hundreds of students, each academic program is small so that we can offer our signature faculty attention and small student to teacher ratio. Depending on the nature of the academic program (for example science labs, makerspaces, computer labs, etc) teaching assistants help the lead faculty members so that each student is offered the right level of attention.

The co-curricular programs and the residential component are designed and implemented by the university's Division of Student Life, with the day-to-day operations directly overseen by the Vice President. The various after-school activities are attended to by Student Life staff, including summer interns and summer residential assistants (RAs). To provide a safe and enjoyable residential experience, we maintain a low ratio of high-school students to RAs. Every staff

member who interacts with the high school students receives detailed training specific to the Summer High School Institute and are background-checked.

12. Impact on Students



The impact of the program on the high school students has several facets. First, there are the direct academic outcomes in each of the academic programs. Students acquire new skills and knowledge in all cutting-edge 21st century topics from some of the foremost experts of their field: University of the Pacific professors. Not only does this bridge the harmful learning gaps left by the pandemic, all of these courses are designed to instill a desire to continue learning by highlighting the enjoyable, fun part of an educational endeavor. Students do not face tests and are not graded throughout their time at the Institute; they participate in their shared academic adventures for the joy of learning itself, without the pressure of grades.

Second, one of the highest priorities of the program is to instill a desire to attend college into the high school students. Many of our previous attendees had not considered attending college and, before the Summer Institute, could not picture themselves on a university campus. Our goal is to change this mindset and show students that they belong to a four-year, nationally ranked, residential university and that they can feel comfortable, and "at-home" on a college campus.

Third, the Summer Institute aims to show the participating high schoolers that education is a shared, social experience and a university offers much more than just the coursework. Our evening and weekend co-curricular programming, delivered by our Student Life division, engages the high school students in the social life of our campus. Students made new friends, attend athletic, artistic, or just purely social activities together.

13. Key Personnel

The Director of the Pacific Summer High School Institute, Dr. Bálint Sztáray is a professor of chemistry in the College of the Pacific and an Assistant Vice President in Enrollment Strategy. Dr. Sztaray has served in numerous roles during his 15+ years at Pacific, including founding director of the Freshman Honors Program, the current Faculty Athletic Representative, and University Marshal. He comes from a family of educators and holds his MS and PhD degrees in chemistry from Eötvös Loránd University, the leading research university in Hungary. Dr. Sztáray's research area is in gas-phase physical chemistry / chemical physics; using photoionization methods to study the energetics and dissociation mechanisms of small molecules and reactive intermediates. He published over 90 peer-reviewed articles in leading international journals.

Vice President for Student Life, Dr. Maria Blandizzi joined Pacific in 2021. She previously served as the dean for students at UCLA and holds membership in NASPA, Student Affairs Administrators in Higher Education; ACPA, College Student Educators International; and the Association for the Study of Higher Education. VP Blandizzi provides oversight over the co-

curricular programming, residential life and housing, as well as the catering services provided to the high school students in the Summer Institute.

The Deans of the schools provide academic leadership and are responsible and accountable for the quality and organization of the academic programs of the Summer High School Institute:

Nicoleta Bugnariu, Dean, School of Health Sciences: Nicoleta Bugnariu is the founding dean of the School of Health Sciences. She joined Pacific in 2020 with more than 20 years of higher education academic and administrative experience. Prior to Pacific, Bugnariu served as vice provost of community engagement and service for University of North Texas Health Science Center in Fort Worth, Texas.

Patricia Campbell, Dean, Benerd College: Prior to coming to Pacific, Patricia J. Campbell served as Vice President and Assistant Provost for Graduate Studies, Research, and Innovation at American Public University. After receiving her PhD, she served as a Professor of Political Science at the University of West Georgia, where she held a variety of positions including Director of Global Studies and Interim Department Chair.

Niraj Chaudhary, Dean, William Knox Holt Memorial Library and Learning Center: With a career that spans 13 years in academic library leadership, teaching and learning technologies and management, Niraj Chaudhary brings broad expertise and vision that is particularly well suited to meet the evolving educational and research needs of Pacific's students and faculty.

Berit Gundersen, Dean, Thomas J. Long School of Pharmacy: Berit Gundersen earned her doctor of pharmacy from Pacific in 1986. With the exceptions of her pharmacy residency and one year teaching at University of Connecticut, she has spent her entire professional career at Pacific. She joined Pacific as an assistant clinical professor in the Thomas J. Long School of Pharmacy in 1986 and earned full professorship in 2005.

Lee Skinner, Dean, College of the Pacific: Dr. Skinner came to Pacific in 2023 after serving as dean of Newcomb-Tulane College at Tulane. Dr. Skinner is an internationally recognized scholar with research focused on nation-building and national identity in 19th-century Spanish America. Dr. Skinner earned a Ph.D. in Spanish from Emory University and has a bachelor's degree in comparative literature from Brown University.

Lewis Gale, Dean, Eberhardt School of Business: Dr. Gale has deep experiences in business school leadership, serving as the Eberhardt School dean from 2010 to 2016 and as interim dean in 2021–22 and 2023–24. Previously he served as business school dean at Weber State University from 2005 to 2010 and at University of Louisiana-Lafayette from 2003 to 2005. Dr. Gale's primary area of research is international economics. His articles have ranged from international trade and the environment to import competition effects on domestic industries, from the responsiveness of elderly migration to state policy changes to regional economic development and prosperity.

Elisa Chávez, Interim Dean, Arthur A. Dugoni School of Dentistry: Elisa M. Chávez, DDS graduated from the UCSF School of Dentistry and earned her certificate in Geriatric Dentistry from The University of Michigan, Ann Arbor. She has practiced in private practice, community health, long-term care and hospital settings. As a recent fellow and scholar with The Santa Fe Group, she is an advocate for the oral health needs of seniors nationwide. Dr. Chávez has been serving as Interim Dean since 2025.

Elizabeth Orwin, Dean, School of Engineering and Computer Science: Dean Orwin joined Pacific in 2021 and is the first woman to hold the position of dean in the School of Engineering and Computer Science. Prior to Pacific, Orwin served as chair of the Department of Engineering at the prestigious Harvey Mudd College. She previously worked for Gel-Del Technologies in St. Paul, Minnesota on the research and development of a novel protein matrix for wound-healing applications. She continues to be an active researcher, focusing on tissue engineering.

Michael T. Colatrella, Dean, McGeorge School of Law: Since 2025, Professor Colatrella is the 11th Dean of the McGeorge School of Law. He serves as the Inaugural Tracy A. Eglet Chair in Alternative Dispute Resolution and a Professor of Law. His expertise in alternative dispute resolution includes mediation, negotiation, and conflict management. He joined the McGeorge faculty in 2009 and served as Associate Dean for Academic Affairs, then as Interim Dean. Colatrella's current dispute resolution scholarship focuses on improving mediator techniques and mediation processes so that self-represented litigants may participate more meaningfully and effectively. He also developed a comprehensive online training program for The California Judiciary. Dean Colatrella is a noted scholar and speaker on legal education and learning.

Peter Witte, Dean, Conservatory of Music: Prior to his arrival in Northern California, he held administrative and academic posts in Kansas City, Missouri, and Atlanta, Georgia. Educated as a horn player and conductor, Mr. Witte began his university teaching career at Gettysburg College. Mr. Witte has collaborated with emerging and established arts organizations including New York City's (le) poisson rouge, Kansas City's Nelson-Atkins Museum of Art, the Atlanta Symphony Orchestra (ASO), and with the conservatories in Tianjin and Shanghai, China, among others.

Exhibit C:

INSURANCE

University, at its expense, shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the University, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability:

   $2,000,000 General Aggregate

   $1,000,000 Personal & Advertising Injury

   $1,000,000 Each Occurrence

2. If automobiles are used for work performed under this agreement, Automobile Liability including owned, non-owned, and hired automobiles.

   a. Automobile Liability: $1,000,000 Per Accident for Bodily Injury & Property Damage

3. Workers' Compensation: University of the Pacific is self-insured for worker's compensation.

4. Sexual Abuse & Molestation Insurance in an amount not less than $1,000.000 per claim and in aggregate if this coverage is applicable to the type of services provided;

   a. Sexual Abuse or Molestation: $1,000,000 Each Incident

Other Insurance Provisions

The general liability and auto liability insurance policies will name Client, its elected or appointed officials, employs, and agents as an additional insured with respects to the work or operations performed hereunder.

Notice of Cancellation

University shall provide notice to Client in the event of cancellation of such coverage.

Proof of Insurance

Upon request, University shall furnish the Client with certificates of insurance evidencing coverage above.

Mail all certificates and endorsements to: Tracy Unified School District

1875 W. Lowell Ave.

Tracy, CA 95376

Exhibit D: INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

This document must be completed and submitted with Agreement

University Name: *University of the Pacific*

Start Date: *6/1/2026* Completion Date: *6/26/2026*

Location of Work: *University of the Pacific Stockton, San Francisco and Sacramento Campuses*

Hours of Work: *Residential: 24 hours/day*

Length of Time on Grounds: *24 hours/day*

Number of Employees on the Job: *Approximately 200*

University and/or its employees will have more than limited contact with students: ☐ NO ☑ YES

If yes, the following steps will be taken to ensure student safety:

2. University and/or its employees will be continually monitored and supervised by a University employee who has not been convicted of a violent or serious felony.
   a. Name of supervising employee: **Balint Sztaray, Director**
   b. Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony: 03/19/2025
   c. Name of University employee who is the custodian of the Department of Justice verification information: Cari Keller, PHR, Interim Chief People Officer

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Signature: _____

Date: _____

Name: _____

Title: _____

Exhibit E: DRUG-FREE WORKPLACE CERTIFICATION

This document must be completed and submitted with Agreement

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace;

(2) The person's or organization's policy of maintaining a drug-free workplace;

(3) The availability of drug counseling, rehabilitation and employee-assistance programs;

(4) The penalties that may be imposed upon employees for drug abuse violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Signature: _____

Date: _____

Name: _____

Title: _____

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 22, 2025
SUBJECT: **Adopt Resolution No. 25-08 Approving the Intent of the Continued Funding Application Authorizing the District to Enter into a Renewal of the Yearly Contract with the State for a Child Development Program for the 2026-2027 School Year and to Authorize Designated Personnel to Sign Contract Documents**

BACKGROUND: Tracy Unified School District operates State Preschool Programs on the Hirsch, North, South West Park, and Villalovoz School campuses for which the District receives special State funding. Governing Board approval of the Resolution authorizing the District to enter into a renewal of the yearly contract by consent of the Continued Funding Application is required for receipt of the funds for the 2026-2027 school year. If the Continued Funding Application is approved by the California Department of Education, the agency's current California State Preschool Program Contract will be automatically renewed for Fiscal Year 2026-2027. The authorized signatures are Tania Salinas, Associate Superintendent of Business Services and Rocio Garcia, Director of ELOP and School Readiness.

RATIONALE: The State Preschool Program provides important educational opportunities for students aged 2 to 4. In addition, over half of the students are bilingual, and the preschool provides these students an additional opportunity for early English Language Acquisition. The State will provide approximately $1,732,484 for the operation of this program. This agenda item 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 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: There is no cost to the District.

RECOMMENDATION: Adopt Resolution No. 25-08 Approving the Intent of the Continued Funding Application Authorizing the District to Enter into a Renewal of the Yearly Contract with the State for a Child Development Program for the 2026-2027 School Year and to Authorize Designated Personnel to Sign Contract Documents.

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

RESOLUTION AUTHORIZING CONTINUED FUNDING APPLICATION

This resolution is adopted to certify approval of the Governing Board to submit the Continued Funding Application (CFA) to the California Department of Education (CDE). If the CFA is approved by the CDE, the agency's current California State Preschool Program contract and Prekindergarten and Family Literacy Support contract, if applicable, will be automatically renewed for fiscal year (FY) 2026–27. This resolution further authorizes the designated representative(s) below to sign the CFA and all related FY 2026–27 contract documents.

RESOLUTION 25-08

BE IT RESOLVED that the Governing Board of
Tracy Joint Unified School District
authorizes that the person/s listed below, is/are authorized to sign the FY 2026–27 CFA and all related contract documents for the Governing Board.

NAME/S OF AUTHORIZED REPRESENTATIVE/S	TITLE/S
Rocio Garcia	Director, ELOP and School Readiness
Tania Salinas	Assoc. Superintendent of Business Service

PASSED AND ADOPTED THIS 12 day of November 2025 (month year), by the Governing Board of Tracy Joint Unified School District of San Joaquin County, in the State of California.

I, _____, Clerk of the Governing Board of Tracy Joint Unified School District, of San Joaquin County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

_____ _____
(Clerk's Signature) (Date)

Fiscal Year 2026–27 Continued Funding Application
DUE DATE: 5:00p.m. November 14, 2025

Contractors holding a current California State Preschool Program (CSPP) contract, and if applicable a Prekindergarten and Family Literacy Support (CPKS) contract, who wish to be considered for continued funding, for fiscal year (FY) 2026–27 must complete this application for continued funding. The FY 2026–27 CFA Overview and Instructions may be accessed on the CFA web page. Contractors are strongly encouraged to review the CFA Overview and Instructions before and after completion of the CFA and associated documents to confirm that the application and forms submitted for their agency have been completed in accordance with all applicable instructions.

Contractors who apply for and are approved for continued funding do not need to sign a contract with the California Department of Education (CDE) to provide CSPP and CPKS services for FY 2026–27. Contracts will be automatically renewed in accordance with all applicable federal and state laws and contract terms and conditions (CT&C). By signing this CFA, the contractor is indicating that it wishes to automatically renew its contract(s) for FY 2026–27 and accepts all of the terms and conditions of the 2026–27 CSPP contract, and if applicable the 2026–27 CPKS contract, which will be provided to the contractor no later than June 1, 2026.

Upon completion of this CFA, the CDE will review the application and may contact your agency seeking additional information. If the CFA is returned to the CDE in a timely manner but is not fully and accurately completed, funding for FY 2026–27, if approved, may be delayed.

Please also note that contractors have no vested right to a subsequent contract. Completion of this CFA does not guarantee a renewal of funding. If the CDE determines your agency will not be renewed for a subsequent contract year, you will be notified in writing no later than April 7, 2026, pursuant to the *California Code of Regulations*, Title 5 (5 *CCR*) Section 17828.

Contractors that wish to reject the terms of the FY 2026–27 CSPP and/or CPKS contract must provide the CDE with written notice that the terms of the contract(s) are rejected by emailing EarlyEducationContracts@cde.ca.gov on or before June 30, 2026. The email should come from the Executive Director/Superintendent of the contracting entity or their authorized representative and state that the terms of the FY 2026–27 CSPP and, as applicable, the CPKS contract are rejected. Contractors providing such notice to the CDE of the rejection of the terms of the contract will not have contract(s) in effect for FY 2026–27. Contractors cannot reject their CSPP contract and still receive funding under a CPKS contract since CPKS funding is tied to having a CSPP contract. If no notice of rejection is sent to the CDE and the CFA is approved, the contract will be automatically renewed, and no further action will be required from the contractor.

If a contractor wishes to terminate the contract for any reason during the FY 2026–27 contract term, the contractor shall notify the CDE of its intent to terminate the contract at least 90 calendar days in advance of contract termination and shall follow 5 *CCR* 17795.

If you have any questions regarding the CFA, please contact CFA@cde.ca.gov.

Section I – Contractor Information
Contractor Legal Name: Tracy Unified School District
Contractor "Doing Business As" (DBA) Name:
Vendor Number: 7549
Headquartered County: San Joaquin
Legal Business Address: 1875 W Lowell Avenue, Tracy, 95376
Mailing Address (if different from above):
Executive Director Name: Rob Pecot
Executive Director Telephone: (209)830-3201
Executive Director Email Address: rpecot@tusd.net

To update Contractor Information above, log in to the Child Development Management Information System (CDMIS) and follow these instructions: Update Agency Information.

Section II – Contract and Program Type
Contractor agrees to continue to administer the following programs with funds provided by the California Department of Education (CDE) for Fiscal Year 2026–27.
Contract Type(s): CSPP
Program Type(s): Part-Day/Part-Year
Minimum Days of Operation (MDO): 175
Subcontractor(s): No
License Exemption: No

To request a change to Program Type(s), MDO, or other programmatic details, download and complete the Program Narrative Change form and return it with this CFA.

Subcontractors and License Exemption must be renewed annually, if applicable.

Section III – Contractor Certification

Under penalty of perjury, I certify the following statements as true and correct to the best of my knowledge:

- I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All staff employed by the contractor for the provision of preschool services are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the Early Education Division.
- I am authorized by the contractor's Board of Directors or other governing authority to execute this CFA, signifying their intent to automatically renew the current CSPP contract, and CPKS contract if applicable, for FY 2026–27, under new terms and conditions to be established by the CDE, unless rejected in writing prior to the effective date of the new contract(s) on June 30, 2026.
- On behalf of the contractor and its governing authority, I understand that some information requested in this CFA is intended for use by CDE auditors in connection with future audit work and performance reviews and may not be used, reviewed, or considered by the CDE until after the contract has expired, if ever. Therefore, the contractor further understands that the information (and any underlying transactions) disclosed by this CFA shall not be considered properly noticed to the CDE, nor approved, accepted, or authorized by the CDE, even if the contractor's request for continued funding by the CDE is subsequently approved.
- The governing board members or persons with governing authority have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.
- As the signer of this CFA, I have supervisory authority over the CSPP and have knowledge of the information provided in this CFA. I am familiar with and will ensure that the contractor complies with all applicable program statutes and regulations in effect for FY 2026–27, including but not limited to:
  - Subcontracting requirements, including competitive bidding, CDE approval, and audit requirements in 5 *CCR*. I certify that any contractual arrangement(s) with subcontractors are made in adherence to the required subcontract provisions contained in the *California Education Code* (*EC*), 5 *CCR*, and the CT&C. As the contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term and that the contractor is ultimately responsible for the actions of any subcontractor.
  - Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in *EC*.
  - Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount

and other provisions in 5 *CCR*, and accounting and reporting requirements in 5 *CCR*.
  - Operational and programmatic requirements.
  - Personnel requirements as stipulated in *EC* 5 *CCR*, and the CT&C.
- As the authorized representative of the CSPP contractor named in this application, I certify that:
  - I have reviewed all information for my agency and, to the best of my knowledge, the information on the CDMIS website reflects accurate information for my agency as of the date this certification is signed.
  - I understand my obligation as a CSPP contractor to ensure the accuracy of information in CDMIS on an ongoing basis and will update the information in CDMIS as needed throughout the contract period.

By signing this CFA, the contractor is indicating that it wishes to automatically renew the current contract for FY 2026–27 and, if approved, is willing to, and does accept, all terms and conditions of the CSPP contract, which will be provided to the contractor no later than June 1, 2026.

The contractor may reject the FY 2026–27 contract by providing the CDE with a written notice of rejection no later than June 30, 2026. Contractors that wish to reject the terms of the FY 2026–27 contract must provide written notice that the terms of the contract are rejected by emailing EarlyEducationContracts@cde.ca.gov on or before June 30, 2026. The email should come from the Executive Director/Superintendent of the contracting entity or their authorized representative and state that the terms of the FY 2026–27 CSPP contract, and CPKS contract if applicable, are rejected. Contractors providing such notice to the CDE of the rejection of the terms of the contract(s) will not have a contract(s) in effect for FY 2026–27. I understand that failure to timely reject the terms of the contract means that the contract may be automatically renewed for FY 2026–27 starting on July 1, 2026.

As the authorized representative of the contractor named in this application, I certify that I have reviewed all the information provided in this application, and in all accompanying forms, and I hereby attest that the information provided is true and correct to the best of my knowledge as of the date this certification is signed.

Printed Name of the Contractor's Authorized Representative:	Rocio Garcia
Title of the Contractor's Authorized Representative:	Director, ELOP and School Readiness
Signature of the Contractor's Authorized Representative:	
Date of Signature:	

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 27, 2025
SUBJECT: **Approve Revised Job Description for Director of Maintenance, Operations, and Transportation (MOT)**

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. The attached job description was revised to more accurately reflect the work and needs of the department.

RATIONALE: This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No fiscal impact as the changes are to duties only.

RECOMMENDATION: Approve Revised Job Description for Director of Maintenance, Operations, and Transportation (MOT).

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION: Director of Maintenance, Operations, and Transportation (MOT)

DEPARTMENT: Maintenance, Operations, and Transportation (MOT)

POSITION SUMMARY:
Under general direction of the Associate Superintendent for Business Services, or his/her designee, the Director of Maintenance, Operations, and Transportation is responsible for organizing, evaluating, coordinating, and supervising the routine operations of the Maintenance, Operations, and Transportation Department, and to communicate the organization's goals, procedures, and objectives. This is a twelve-month position.

ESSENTIAL FUNCTIONS:
1. Directs, supervises, coordinates training, and evaluates all MOT staff, including maintenance, custodial, grounds, transportation, clerical, and substitute employees.
2. ~~Plans, organizes, directs and coordinates district maintenance and deferred maintenance programs and associated projects.~~ **In coordination with the Director of Facilities conduct a facility needs assessment and create and maintain a comprehensive deferred maintenance program.**
3. **Oversee projects and budgets related to all aspects of department operations.**
4. Develops MOT policies and procedures.
5. Assists in the selection or recommendations for employment or assignment of all MOT personnel.
6. Conducts staff meetings to facilitate communication, establish routines, report issues, and solve problems.
7. Supervises and coordinates rental of school facilities, buses, and vans.
8. ~~Directs the scheduling, assigning, and routing of buses. Maintains schedule of bus routes and pick up points.~~ **Supervise all aspects of transportation including but not limited to scheduling and routing of buses, investigating bus accidents and issues reported by bus drivers and mechanics.**
9. ~~Investigates bus accidents and special problems reported by drivers.~~ **Serves as the district liaison with the fire department and other agencies to ensure compliance and safety.**
10. ~~Confers with school authorities to establish and adjust transportation schedules and address student disciplinary problems associated with school busing.~~
11. Works with site principals to plan work schedules for maintenance personnel and to assign priorities to work orders. Requisitions materials and equipment for maintenance, grounds, custodial, and transportation repairs, and operations.
12. Conducts routine inspections of all district facilities and vehicles for safety and cleanliness, and coordinates and supervises the repairs of equipment and facilities.
13. Prepares and monitors reports associated with removal of hazardous waste.
14. Ensures MOT employees comply with all district, local, county, state, and federal safety requirements, including the use of personal protective equipment.
15. Prepares oral or written reports, both of a routine or of a confidential nature.

16. Operates standard office equipment and software, and maintains records required by local, County, State, and Federal Agencies. Assists in maintaining various records, files, and filing systems, including, but not limited to, work order status, scheduling, evaluation, mileage, safety, and training records.
17. Maintains regular and prompt attendance in the workplace.
18. Performs other related duties as assigned.

EDUCATION AND EXPERIENCE:
AA in Business Administration, Accounting or other related leadership discipline or two (2) years' experience in maintenance, operations, custodial operations, facilities management, project engineering, utilities management, process improvement, or transportation.

SKILLS AND QUALIFICATIONS:
1. Ability to plan and administer a District-wide maintenance, operations, and transportation program.
2. Ability to prepare a departmental program and supporting budgets.
3. Knowledge of and the ability to read and interpret laws and regulations governing the transportation of students and fleet maintenance.
4. Knowledge of safe driving practices, and ability to develop and monitor defensive driving practices and techniques.
5. Ability to coordinate training for employees to obtain all licensing required to legally drive a school bus, and to supervise and discipline students on a school bus.
6. Ability to prepare estimates and maintain records of times, resources, and costs of projects, routes, trips, and repairs.
7. Ability to make mathematical calculations with accuracy and generate computer spreadsheets as a management tool.
8. Ability to read and develop a variety of routes, schedules, and maps, manage routing software.
9. Ability to anticipate, recognize, evaluate, and control health hazards in the work environment.
10. Maintain safe driving practices and be district insurable.
11. Knowledge of first aid and emergency methods, practices, and procedures.
12. Ability to operate a variety of communication devices and dispatch MOT staff to work assignments.
13. Ability to develop and maintain cooperative working relationships with those contacted in the course of work.
14. Ability to read and interpret plans and specifications. Knowledge of building construction methods and materials.
15. Ability to communicate effectively both orally and in writing.

PHYSICAL REQUIREMENTS:
Employees in this position must have the ability to:
1. Sit for extended periods of time.
2. Enter data into a computer terminal, operate standard office equipment, and use electronic communication devices.
3. See and read a computer screen and printed matter, with or without vision aids.

4. Hear and understand speech at normal levels and on the telephone with or without hearing aids.
5. Speak so that others may understand at normal levels and on the telephone.
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. **Push, pull up to 100 pounds for brief periods of time.**
10. Lift and carry up to 100 pounds at shoulder heights for short distances.
11. Repetitive hand/arm movements (grasp/pinch, etc.) for extended periods of time.
12. Reach above shoulder height, push/pull
13. Lift and or support up to 50 pounds for short periods of time.
14. Right/left foot movements as in operating foot controls for extended periods of time.

WORK ENVIRONMENT:
Employees in this position will be required to work indoors and outdoors in various conditions during the course of the required schedule. Exposure to noise, dust, and fume levels will vary according to equipment and projects. As required, must wear protective devices such as hard hat, closed toe shoes, earplugs, dust mask, and safety glasses.

SALARY: Management/Classified Confidential Salary Schedule LME Range 58.

Board Approved:	TUSD 8/23/05
Revised:	TUSD 8/23/16
Revised:	TUSD 11.8.16 (range only)

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 27, 2025
SUBJECT: **Approve Revised Job Description for Coordinator of School Readiness Programs**

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. The attached job description was revised to more accurately reflect the work of the position.

RATIONALE: This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: 80% General Fund; 20% ELOP

RECOMMENDATION: Approve Revised Job Description for Coordinator of School Readiness Programs.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Coordinator of School Readiness Programs

DEPARTMENT: Educational Services

POSITION SUMMARY:

Under the direction of the Director of ~~Alternative Programs~~ **ELOP and School Readiness**, or his/her designee, the Coordinator of School Readiness Programs will manage the oversight of the District's School Readiness Program and other Early Childhood Education programs including preschool. The Coordinator of School Readiness Programs facilitates, implements, and evaluates school readiness and preschool programs that reflect the shared vision of the District.

ESSENTIAL FUNCTIONS:

1. Builds relationships and maintains communication with outside agencies throughout the county.
2. Serves as a liaison with the following groups: parents of children 0-5 living within the District, the District's early care and education and K-3 programs, site principals, other early care and education programs operating within District boundaries.
3. Represents the District in the area of School Readiness in cooperative relationships with community members, community agencies, K-12 level District committees and councils, and personnel in other organizational units and offices.
4. Prepares and reviews program, budgets, and staffing plans to assure conformance with local, state, and federal guidelines for all related programs; maintains current knowledge of laws, legislations, and guidelines affecting early care and education.
5. Provides leadership to staff in determining objectives and identifying program needs as a basis for developing both short-term and long-term plans.
6. Hires, supervises, and evaluates program staff in accordance with the district's adopted uniform guidelines for evaluation and assessment; recommends appropriate action in cases of substandard performance; and identifies and encourages individual teachers with leadership potential.
7. Develops, coordinates, and conducts in-service training and staff development.
8. Develops, coordinates, and conducts staff meetings, including articulation meetings, between pre-kindergarten staff, Transitional Kindergarten staff, and the District's primary teachers.
9. Develops, implements, and coordinates the District's transition programs, including Kindergarten Bridge Program ~~and Countdown to Kindergarten~~, for children, parents/families, and early care and education providers.
10. Identifies and provides support to early care and education providers, parents, and children 0 - 5 to ensure that children enter school with the skills and resources necessary to access the education program.
11. Supports state-adopted ~~pre-kindergarten~~ **preschool and transitional kindergarten** guidelines and/or standards.
12. **Supports transitional kindergarten ELOP programming**
13. Attend workshops, conferences, and meetings related to school readiness topics including District or other management team meetings as appropriate.
14. Plans, coordinates, and facilitates an advisory committee that plans for continuous evaluation, modification and improvement of the school readiness services provided by the District.
15. Completes required reports and maintains records as required.
16. Seeks out additional grant funding sources to ensure sustainability of the program.

17. Maintains regular and prompt attendance in the workplace.
18. Performs other related duties as assigned.

EDUCATION AND EXPERIENCE:

Possession of or ability to obtain a valid California Administrative Services credential and Child Development Program Director Permit are required; Master's Degree is preferred. Three years' experience as a preschool/**transitional kindergarten** teacher, knowledge of preschool curriculum and ~~preschool~~ foundations is required. A valid California Driver's License is required, and bilingual in Spanish is preferred.

SKILLS AND QUALIFICATIONS:

1. Knowledge of CDE State ~~Pre-Kindergarten~~ **preschool/transitional kindergarten** learning and Development Guidelines, early childhood education theory, developmentally appropriate practices, and literacy developments.
2. Strong working knowledge of the California K-12 educational system.
3. Ability to collaborate with special needs families.
4. Knowledge of school and grant funding.
5. Knowledge of bilingual educational methods and the needs of English language learners.
6. Ability to maintain cooperative relationships with those contacted in the course of work.
7. Ability to plan and carry out events involving parents and preschool children.
8. Ability to access community resources.
9. Ability to use principles of supervision, training, and program administration.
10. Ability to communicate effectively, both orally and in writing.
11. Knowledge and ability to provide effective program assessments and evaluations.
12. Ability to relate well to students, staff, parents and others; ability to communicate clearly and succinctly and to interact with diverse cultures.
13. Ability to plan, organize, develop, schedule, and coordinate the activities of a broad range of programs and special services related to school readiness.
14. Ability to analyze program activities and implement procedures that will improve school readiness services.
15. Ability to ensure that programs and activities are carried out in compliance with state and federal requirements.
16. Ability to prepare comprehensive reports and maintain records.
17. Ability to make effective public presentations of program information.

PHYSICAL REQUIREMENTS:

Employees in this position must be/have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Enter data/information into a computer terminal and operate standard office equipment for extended periods of time.
4. See and read a computer screen and printed matter with or without vision aids.
5. Speak so that others may understand at normal levels and on the telephone.
6. Hear and understand at normal levels and on the telephone with or without hearing aids.
7. Bend, squat, stoop and/or climb 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 45 pounds at waist height for short distances.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors and outdoors in a standard office and/or classroom or other preschool environments, and come in direct contact with District staff, both public and private preschool staff, students, parents, and other community members. In addition, the Coordinator of School Readiness Programs will attend and/or present late evening and/or weekend School Readiness events/meetings. The Coordinator of School Readiness Programs must perform duties and responsibilities that occur outside school buildings and facilities on the school campus and at other preschool related activities and events.

SALARY: Leadership/Management Salary Schedule Range ~~30~~ **42**

DAYS OF SERVICE: 215

Board Approved: 9.13.16
Revised:

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 29, 2025
SUBJECT: **Adopt and Acknowledge Revisions to Board Policy and Administrative Regulation 4200 Classified 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 Classified Personnel, the District has revised Board Policy and Administrative Regulation 4200.

RECOMMENDATION: Adopt and Acknowledge Revisions to Board Policy and Administrative Regulation 4200 Classified Personnel (First Reading).

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

CLASSIFIED PERSONNEL

~~The Governing Board desires to fill each of its classified positions with highly skilled and qualified persons, consistent with position requirements. The primary role of classified personnel is to provide services that support and enhance the District's educational program.~~

~~The classified service shall consist of all employees in positions not requiring certification unless the position is specifically exempted from the classified service. Individuals who possess certification qualifications shall not be prohibited from being employed in a classified position. (Education Code 45104)~~

~~Each classified staff member shall be held accountable for duties assigned to him/her and shall undergo regular performance evaluations in accordance with negotiated agreements.~~

~~Policies, rules and regulations related to classified personnel shall be available to all concerned and shall be administered in a fair and equitable fashion.~~

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

TUSD Adopted: 09.23.97
TUSD Revised:

CLASSIFIED PERSONNEL

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)

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:

CLASSIFIED PERSONNEL

A. Purpose and Scope

To provide guidance and direction for principals and/or other administrative personnel regarding hiring classified positions with highly skilled and qualified persons, consistent with position requirements.

B. General

Individuals hired solely for the following purposes are exempt from the classified service:

1. all positions excluded per the CSEA Master Agreement.

2. substitute or short-term employees who are employed for less than 75 percent of the school year to replace any classified employee who is temporarily absent from duty.

3. apprentices and professional experts employed on a temporary basis for a specific project.

4. full-time day students employed part-time.

5. part-time students employed part-time in any program conducted by a community college district pursuant to Education Code 51760 et seq. and which is financed by State or Federal funds.

C. Forms Used and Additional References

None

D. Procedure

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. Employment for such purposes after conviction of a sex or controlled substance offense shall be subject to the provisions of Education Code 45123 and 45124. (Education Code 45106)

Persons employed in restricted positions shall be classified employees for all purposes except that they shall not be subject to the provisions of Education Code

CLASSIFIED PERSONNEL

~~45272-45273 related to promotional examinations and the filling of vacancies and shall not acquire permanent status or seniority credit. They shall be eligible for promotion into the regular classified service only after completing six months of satisfactory service, and only upon the subsequent satisfactory completion of the qualifying examinations required of all other persons serving in the same class in the regular classified service. (Education Code 45105, 45108)~~

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

~~None~~

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

~~Employee Personnel File~~

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

~~Human Resources~~

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

~~Associate Superintendent for Human Resources~~

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**

TUSD Acknowledged: 09.23.97
TUSD Revised:

CLASSIFIED PERSONNEL

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:

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: October 29, 2025
SUBJECT: **Adopt Revisions to Board Policy 4113.4, 4213.4, 4313.4 Temporary Modified/Light Duty Assignment (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 Temporary Modified/Light Duty Assignment, the District has created an all-personnel Board Policy (4113.4, 4213.4; 4313.4) to replace existing board policies 4113.4, 4213.4, 4313.4

RECOMMENDATION: Adopt Revisions to Board Policy 4113.4, 4213.4, and 4313.4 Temporary Modified/Light Duty Assignments (Second Reading).

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

~~Human Resources - Certificated~~ ~~BP 4113.4~~

TEMPORARY MODIFIED/LIGHT DUTY ASSIGNMENT

~~The Governing Board acknowledges the high cost of worker's compensation insurance and strives to reduce this cost by all reasonable means. An essential feature of a cost containment effort includes the availability of temporary modified duty positions which enable employees injured on the job to return to work as soon as medically authorized. Therefore, the Board hereby establishes temporary modified duty positions in furtherance of the following objectives:~~

~~1. To return employees who are injured on the job to work as soon as medically authorized without the danger of re-injury.~~
~~2. To make the maximum use of our human resources.~~
~~3. To provide an opportunity of productive work for an injured employee while simultaneously accomplishing job duties for the district.~~
~~4. To reduce the number of lost work days and unnecessary temporary total disability payments.~~
~~5. To reduce the need for and cost of rehabilitation consultants.~~
~~6. To reduce the frequency and expense of litigated claims.~~
~~7. To facilitate communication with injured employees and to dispel any perception of unconcern on behalf of the district.~~
~~8. To reduce the total time off work in an unproductive status which contributes to general depression.~~
~~9. To reinstate self-confidence and dignity through an early return to work and to allow the employee to progress to a full duty status.~~
~~10. To assist injured employees in the preservation of their overall financial security and accrued leave benefits.~~

~~**Legal Reference**:~~

~~LABOR CODE SECTION 4600~~

~~Medical treatment provided by employer; expenses included.~~

~~TUSD Adopted: 1/97~~

TUSD Adopted: 01/97
TUSD Revised:

TEMPORARY MODIFIED/LIGHT DUTY ASSIGNMENT

The Governing Board recognizes that, when employees have temporarily disabled medical conditions, temporary modified or light-duty assignments can allow the district to continue to use their valuable knowledge, skills, and abilities while minimizing time away from work. Temporary modified/light-duty assignments may also serve to facilitate the employee's transition back to his/her regular duties or full-time work.

Any employee may request a modified or light-duty assignment when he/she has a temporary medical condition which prevents the performance of the essential functions of his/her current assignment or position. The Superintendent or designee shall determine, on a case-by-case basis, whether a suitable temporary position currently exists to accommodate the physical restrictions specified by the employee's medical provider.

An employee's initial assignment to a temporary modified or light-duty position shall be for a limited duration, not to exceed 30 days. At the end of the initial assignment, the employee may request that the Superintendent or designee extend the assignment. When requesting any such extension, the employee shall submit documentation from his/her medical provider verifying that the employee is still temporarily disabled and is not medically able to return to his/her regular assignment. Temporary assignments generally shall not exceed 90 days but may be extended at the discretion of the Superintendent or designee for an additional 90 days upon verification by the employee's medical provider that such an extension will allow the employee to return to unrestricted regular duties.

An employee who rejects a temporary modified/light-duty assignment may be subject to a loss of workers' compensation benefits in accordance with district's insurance policy.

Legal Reference:

STATE

EDUCATION CODE	Description
44984	Required rules for industrial accident and illness leave
45192	Industrial accident and illness leave for classified employees

GOVERNMENT CODE	
12900-12996	Fair Employment and Housing Act
12945.1-12945.21	California Family Rights Act

FEDERAL

29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 12101-12213	Americans with Disabilities Act

MANAGEMENT RESOURCES

Court Decision	Raine V. City of Burbank (2006) 135 Cal.App.4th 1215

TUSD Adopted: 01/97
TUSD Revised: