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

1. Contractor shall perform the following duties: Online Literacy and Language Academy, Elementary Reading Academy, Leadership for Literacy Training

   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 28 days + online access ( ) **[ ] HOURS [x] DAYS**, under the terms of this agreement at the following location Online.

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

   a. District shall pay $166,420 per **[ ] HOUR [ ] DAY [x] FLAT RATE**, not to exceed a total of $166,420. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

   c. District shall make payment on a **[ ] 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 February 26, 2025, and shall terminate on June 30, 2026.

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

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

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature Title	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

Exhibit A
Scope of Work # OLLAC25-192
Tracy Unified School District

Contact: Stephen Theall
Title: Dir, Professional Learning and Curriculum
Work: (209) 830-3232
Email: stheall@tusd.net
Address: 1875 West Lowell Ave, Tracy, CA 95376

Services Description

Start Date: 06/02/2025 – End Date: 06/30/2025

Item	Service/Material Name	Qty	Price/Item	Total
Online Language and Literacy Academy Participant Fee – CORE Facilitator	Online Language & Literacy (OL&LA)	4	$785.00	$3,140.00
Teaching Reading Sourcebook + Assessing Reading Multiple Measures	Online Language & Literacy (OL&LA)	4	$0.00	$0.00
Materials	Shipping	1	$376.00	$376.00
Materials	Sales Tax	1	$259.00	$259.00
Total Project Cost				$3,775.00

Please be advised that if you increase your participant numbers and/or materials fewer than 30 days prior to a training date, CORE *CANNOT* guarantee delivery.

Online Language and Literacy Academy

The Online Language and Literacy Academy takes the best of CORE's nationally acclaimed Teaching Reading Sourcebook and packages it into a facilitated, nine session asynchronous, online course. The course teaches educators the essential components of reading instruction with clear and explicit models immediately applicable to the classroom.

Participant Outcomes:

1. Understand the definition of dyslexia, common warning signs by grade level, and evidence-based instructional practices and accommodations to meet the educational needs of students with dyslexia.
2. Articulate the research on the essential components of reading instruction
3. Gain clear and explicit models of instruction immediately applicable to the classroom
4. Identify the best practices and explicit methods to develop phonemic awareness, phonics and irregular and multisyllabic word knowledge, fluency, vocabulary, comprehension, and literary and informational text knowledge
5. Understand the structure of the English and Spanish language system
6. Identify and use techniques to support academic language development for English learners

7. Understand how to use informal diagnostic measures of phonological awareness, decoding, fluency vocabulary and comprehension as a basis for instructional decision
8. Optional Continuing Education Graduate Credit

Please provide your accounts payable contact information:

All payments will be sent to CORE's principal address or by electronic transfer to:

Mailing a check:
Consortium on Reaching Excellence in Education, Inc.
P.O. Box 69667, Baltimore, Maryland 21264
Tax ID: 94-3264308

Electronic Payment:
Name of Bank: M&T Bank
Account Name: Consortium on Reaching Excellence in Education, Inc.
Account Type: Business Checking
Account Number: 9887603885

Note: For all the above services, references to specific CORE Consultants are based on information known at the time of this SOW. CORE cannot guarantee that the named consultants will perform all services or perform in the capacity identified above. CORE reserves the right to provide alternate qualified consultants based on business circumstances.

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Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representatives as of the Effective Date and agrees that an electronic signature of a duly authorized representative constitutes a valid signature for such party.

CONSORTIUM ON REACHING EXCELLENCE IN EDUCATION, INC.

CLIENT

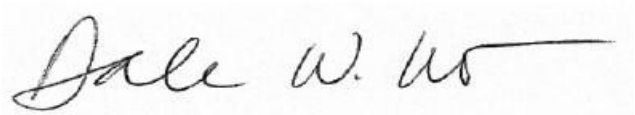
Signature: 	Signature:
Name: Dr. Dale Webster	Name:
Title: President	Title:
Date: 01/10/2025	Date:
Tax ID: 94-3264308	Tax ID:

Exhibit A
Scope of Work # R26-001
Tracy Unified School District

Contact: Stephen Theall
Title: Dir, Professional Learning and Curriculum
Work: (209) 830-3232
Email: stheall@tusd.net
Address: 1875 West Lowell Ave, Tracy, CA 95376

Services Description

Start Date: 07/01/2025 – End Date: 06/30/2026

Item	Service/Material Name	Qty	Price/Item	Total
Elementary Reading Academy				
Full Day In-Person	Cohort 1, Sessions 4-6	3	$4,275.00	$12,825.00
Full Day In-Person	Cohort 2, Sessions 1-3	3	$4,275.00	$12,825.00
Full Day In-Person	Cohort 3, Sessions 1-3	3	$4,275.00	$12,825.00
Full Day In-Person	Cohort 4, Sessions 1-3	3	$4,275.00	$12,825.00
Full Day In-Person	Cohort 5, Sessions 1-3	3	$4,275.00	$12,825.00
Full Day In-Person	Cohort 6, Sessions 1-3	3	$4,275.00	$12,825.00
Participant Resource Guide – 3 Days Bound Together	Cohort 1, Training Materials for Sessions 4-6	43	$60.00	$2,580.00
Participant Resource Guide – 3 Days Bound Together	Cohort 2, Training Materials for Sessions 1-3	40	$60.00	$2,400.00
Participant Resource Guide – 1 Day, Each Day Bound Individually	Cohort 3, Training Materials for Sessions 1-3	90	$30.00	$2,700.00
Participant Resource Guide – 1 Day, Each Day Bound Individually	Cohort 4, Training Materials for Sessions 1-3	90	$30.00	$2,700.00
Participant Resource Guide – 1 Day, Each Day Bound Individually	Cohort 5, Training Materials for Sessions 1-3	90	$30.00	$2,700.00
Participant Resource Guide – 1 Day, Each Day Bound Individually	Cohort 6, Training Materials for Sessions 1-3	90	$30.00	$2,700.00

Syntax: Knowledge to Practice	Cohort 1, Training Materials for Session 6	43	$35.00	$1,505.00
Teaching Reading Sourcebook + Assessing Reading Multiple Measures	Cohorts 2-6, Training Materials	120	$120.00	$14,400.00
Reading Assessment for Effective Instruction				
Full Day In-Person	Cohort 1	1	$4,275.00	$4,275.00
Participant Resource Guide – 1 Day	Training Materials	43	$30.00	$1,290.00
Leadership for Literacy				
Full Day In-Person	2-days, 2 facilitators each day	4	$4,275.00	$17,100.00
Participant Resource Guide – 2 Days Bound Together	Training Materials	40	$46.00	$1,840.00
Other				
Materials	Shipping	1	$4,200	$4,180.00
Materials	Sales Tax	1	$3,233.58	$3,217.00
Total Project Cost				$140,537.00

Please be advised that if you increase your participant numbers and/or materials fewer than 30 days prior to a training date, CORE *CANNOT* guarantee delivery.

Elementary Reading Academy

Levels: K–6
Audience: Limited to 40 teachers

Format: 2 Strands: Word Recognition and Language Comprehension, with three sessions in each strand. Each session is one in-person day, or four 90-minute session virtually. Both strands can be purchased as a package or either one separately can be purchased. An additional stand-alone assessment session can be taken, ideally after both strands have been completed.

Materials: For either strand taken, participants receive *Assessing Reading: Multiple Measures*, *Teaching Reading Sourcebook*, a practical guide to scientifically based reading instruction; online access to 2 CORE instructional videos: *Blending Routines* and *Foundational Skills*; and a Participant Resource Guide. For the newly added Syntax session (Session 5), an additional book is now included in the materials package, *Syntax: Knowledge to Practice* (Gillis & Eberhardt, 2018).

Overview: The Reading Academy offers educators fundamental knowledge in effective standards-aligned and evidence-based reading practices for all learners. The Academy also applies these practices

to evidence-based textbook series. By taking both the word recognition and language comprehension strands, participants gain a comprehensive understanding of the critical components for effective reading instruction, based on the science of reading.

Participant Outcomes

- Articulate the research on the essential components of reading instruction and link research to practice.
- Gain clear and explicit models of instructional routines.
- Practice using instructional routines specific to the topic. See next page for detailed descriptions of sessions offered.

Word Recognition Strand
Science of Reading Overview, Structure of Language, and Early Literacy

This session provides an overview of the scientific research on teaching reading, including the Simple View of Reading, Scarborough's Rope Model of Reading, brain research and dyslexia, the linguistic underpinnings that form the base of the word recognition strand of reading, as well as the development of early literacy skills of print awareness and letter knowledge.

Phonemic Awareness, Phonics, and Irregular Words
During this session, participants examine how to develop phonemic awareness and implement systematic synthetic phonics instruction. They learn about the various levels of phonological and phonemic awareness development, view engaging, explicit lessons and practice those routines. Participants then move into explicit, systematic phonics instruction, including scaffolded blending routines based on student readiness and effective corrective feedback. They also learn the application of phonics to decodable text, and gain techniques to effectively teach students irregular words that cannot efficiently be learned through sounding them out.

Multisyllabic Words, Spelling and Fluency
This session addresses the techniques that help students transition from reading single- syllable words to reading multisyllabic words. Multiple lesson models provide participants with various evidence-based methods to break up and learn to read longer words. Spelling is the second major topic of this session that stresses the important connection between spelling and automaticity, addresses the five principles of spelling instruction and provides lesson models and participant practice. The third major topic has participants learn effective techniques to foster reading fluency: accuracy, appropriate rate, and expression. Lesson models will be provided along with participant practice.

Language Comprehension Strand
Vocabulary Development
This session focuses on specific word instruction, word-learning strategies, and word consciousness. Participants experience active ways to engage students actively in learning new words, and to increase their own bank of strategies to learn new words. Participants also learn strategies to promote "word consciousness." The needs of Multilingual learners are addressed, and over 30 lesson models for various age groups are provided.

Syntax and Sentence Comprehension
Participants will learn and understand the role of syntax and the grammatical building blocks in constructing meaning. They will also learn and apply the features and focus of informed sentence comprehension instruction by exploring examples of explicit instruction at the word, phrase, clause, and sentence level. The session also includes an opportunity for participants to apply the content to their current ELA program(s). The main text for this session, *Syntax: Knowledge to Practice* (Gillis & Eberhart, 2018)) is a new addition to the materials package for the Language Comprehension strand.

Understanding Comprehension
This session focuses on a multifaceted approach to reading comprehension by exploring the elements of the language comprehension strand of Scarborough's rope and relating those to the language processes needed for skilled comprehension. Participants will also explore different ways to assist students to access both narrative and informational texts. Specific reading skills and strategies — including questioning, graphic organizers, and monitoring techniques — are presented using explicit instruction, with hands-on lesson models. Participants focus also on text structure and the application of selected strategies to different types of texts. Using a planning template, participants will also work together to plan comprehension instruction using the information from the sessions from this strand.

Reading Assessment for Effective Instruction

Levels: K–12

Audience: PreK–12 classroom teachers, PreK–6 intervention and reading teachers, English learner and special education staff, site and district literacy administrators, and literacy coaches

Format:
In Person: 1 day

Materials: Participant Resource Guide, *Teaching Reading Sourcebook*, and *Assessing Reading: Multiple Measures*

The Reading Assessment for Effective Instruction workshop explains basic principles and terminology of assessments used to plan classroom instruction and provides participants with the knowledge they need to select, administer, score, and interpret the results of assessment measures in each of the main areas of reading instruction. Participants practice administering key assessments and using assessment results to plan instruction. The *Teaching Reading Sourcebook* and *Assessing Reading: Multiple Measures* provide the texts for this workshop. This workshop may be joined to the Reading Academy or taken separately.

Participant Outcomes

- Identify the four major types of assessments and their purposes.
- Become familiar with the content and administration of various assessments in phonemic awareness, decoding and word attack, fluency, vocabulary, and comprehension.
- Learn to use assessment as a basis for instructional decision making.
- Identify the role of assessment within a multi-tier comprehensive literacy model.

Leadership for Literacy

Levels: K–5

Audience: School principals, assistant principals, district leaders, site-based leadership teams in partnership with principals

Format:
2 Days, In Person
Limited to 45 participants

Leadership for Literacy was developed by and for school and district leaders. Framed through the lens of the principal, this two-day, in-person training introduces school and district leaders including directors, principals, assistant principals, and site-based leadership teams to the Science of Reading and how to create the systems to support the implementation of structured literacy. Upon completion of this training, school leaders take processes and tools back to their school sites to support the development of a 90-day action plan aimed at jump-starting the shifts necessary to implement Science-of-Reading-aligned literacy instruction.

This training can be a stand-alone professional learning opportunity, or it can be an introductory session to set the stage for school leaders to dig deeper into leading literacy through CORE's Reading Fundamentals Leader Institute and/or executive coaching.

Objectives:

- Develop a foundational working knowledge of the Science of Reading and how it can be implemented in a system through transformative instructional leadership.
- Utilize a clear process with aligned tools to assess school wide literacy structures.
- Identify leadership actions that build school wide professional capacity to remove barriers and increase opportunities for students to become successful readers and communicators.

Invoicing

CORE's total fee for the work to be performed under this SOW will be $140,537.00. All invoices are payable within 30 days of receipt by Client.

Please provide your accounts payable contact information:

All payments will be sent to CORE's principal address or by electronic transfer to:

Mailing a check:
Consortium on Reaching Excellence in Education, Inc.
P.O. Box 69667, Baltimore, Maryland 21264
Tax ID: 94-3264308

Electronic Payment:
Name of Bank: M&T Bank

Account Name: Consortium on Reaching Excellence in Education, Inc.
Account Type: Business Checking
Account Number: 9887603885

Note: For all the above services, references to specific CORE Consultants are based on information known at the time of this SOW. CORE cannot guarantee that the named consultants will perform all services or perform in the capacity identified above. CORE reserves the right to provide alternate qualified consultants based on business circumstances.

The above proposal is the service offering based on the information above in the Total Project Cost section. Costs stated in this proposal are final once they are in the dually signed contract between CORE and the client. Any modification or subsequent changes to service specifications must be mutually agreed upon and if necessary, an amendment to said agreement between the two parties.

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representatives as of the Effective Date and agrees that an electronic signature of a duly authorized representative constitutes a valid signature for such party.

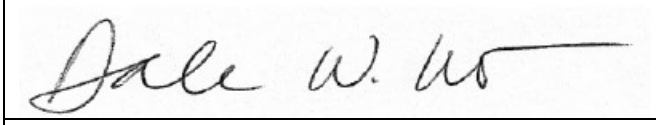
CONSORTIUM ON REACHING EXCELLENCE IN EDUCATION, INC.	CLIENT
Signature: 	Signature:
Name: Dr. Dale Webster	Name:
Title: President	Title:
Date: 01/16/2025	Date:
Tax ID: 94-3264308	Tax ID:

Exhibit A
Scope of Work # R25-085
Tracy Unified School District

Contact: Stephen Theall
Title: Dir, Professional Learning and Curriculum
Work: (209) 830-3232
Email: stheall@tusd.net
Address: 1875 West Lowell Ave, Tracy, CA 95376

Services Description

Start Date: 06/02/2025 – End Date: 06/30/2025

Item	Service/Material Name	Qty	Price/Item	Total
Full Day In-Person	Elementary Reading Academy Cohort 1, Sessions 1-3	3	$4,266.00	$12,800.00
Teaching Reading Sourcebook + Assessing Reading Multiple Measures - With Training	Elementary Reading Academy	43	$120.00	$5,160.00
Participant Resource Guide (PRG) - 3 Days Bound Together	Elementary Reading Academy	43	$60.00	$2,580.00
Materials	Shipping	1	$929.00	$929.00
Materials	Sales Tax	1	$639.00	$639.00
Total Project Cost				$22,108.00

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Elementary Reading Academy

Elementary Reading Academy (Sessions 1-3)
Levels: K–6
Audience: Limited to 40 teachers

Format: Word Recognition and Language Comprehension, with three sessions in each strand. This contract is for the Word Recognition Strand only. Each session is one in-person day, or four 90-minute session virtually. Both strands can be purchased as a package or either one separately can be purchased. An additional stand-alone assessment session can be taken, ideally after both strands have been completed.

Materials: For either strand taken, participants receive *Assessing Reading: Multiple Measures*, *Teaching Reading Sourcebook*, a practical guide to scientifically based reading instruction; online access to 2 CORE instructional videos: *Blending Routines* and *Foundational Skills*; and a Participant Resource Guide. For the newly added Syntax session (Session 5), an additional book is now included in the materials package, *Syntax: Knowledge to Practice* (Gillis & Eberhardt, 2018).

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Participant Outcomes

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- Gain clear and explicit models of instructional routines.
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Service for this Contract: Word Recognition Strand
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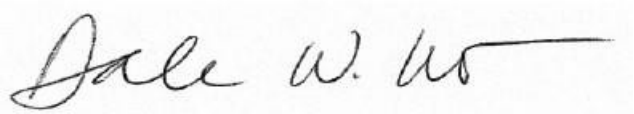
Mailing a check:
Consortium on Reaching Excellence in Education, Inc.
P.O. Box 69667, Baltimore, Maryland 21264
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CONSORTIUM ON REACHING EXCELLENCE IN EDUCATION, INC.	CLIENT
Signature: 	Signature:
Name: Dr. Dale Webster	Name:
Title: President	Title:
Date: 01/10/2025	Date:
Tax ID: 94-3264308	Tax ID: