

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
May 12, 2026

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

TUSD board meetings are held in person.

To View the live stream of this meeting, please follow this link: [Board Meeting Live](#)

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

A G E N D A

1. **Call to Order** Pg. No.
2. **Roll Call – Establish Quorum**
Board: O. Alexander, D. Cheeseman, R. Fagin, L. Hawkins, S. Secker, J. Silcox, D. Traina
Staff: R. Pecot, Z. Boswell, T. Jalique, T. Salinas, S. Smith
3. **Closed Session:** Opportunity to Address the Board Regarding Closed Session Items which follow. 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 Finding of Facts: 25/26#38, 25/26#39, 25/26#40
Education Code §48912
 - 3.2.2 Board Waiver: MES#10357565
Education Code §48912
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
 - 3.3 **Human Resources:**
 - 3.3.1 Consider Revised Non-Paid Leave of Absence for Certificated Employee #UC-1466, Pursuant to Article XX
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
 - 3.3.2 Consider Leave of Absence Request for Certificated Employee: #UC-1467, Pursuant to Article XX
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
 - 3.3.3 Consider Non-Paid Leave of Absence for Classified Employee #UCL-564, Pursuant to Article XXIII
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

3.3.4 Release Probationary Classified Employee #UCL-575 Para Educator I, IEP

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___

3.3.4 Consider Public Employee/Employment/Discipline/Dismissal/Release Government Code §54957

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___

3.3.5 Conference with Labor Negotiators

Government Code §54957.6

Agency Negotiator: Tammy Jalique, Associate Superintendent of Human Resources

Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action Taken on Finding of Facts: 25/26#38, 25/26#39, 25/26#40

3.2.1

Action: Motion___ Second___. **Vote:** Yes___; No___; Absent___; Abstain___

6b Report Out of Action Taken on Board Waivers: MES#10357565

3.2.2

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6c Report Out of Action Taken on Consider Revised Non-Paid Leave of Absence for

3.3.1 Certificated Employee #UC-1466, Pursuant to Article XX

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6d Report Out of Action Taken on Consider Leave of Absence Request for

3.3.2 Certificated Employee: #UC-1467, Pursuant to Article XX

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6e Report Out of Action Taken on Consider Non-Paid Leave of Absence for

3.3.3 Classified Employee #UCL-564, Pursuant to Article XXIII

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6f Report Out of Action Taken on Release Probationary Classified Employee #UCL-

3.3.4 575 Para Educator I, IEP

Action: **Vote:** Yes___; No___; Absent___; Abstain___

7. Approve Regular Minutes of April 28, 2026:

1-6

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___

8. Student Representative Reports:

8.1 Kimball High: Sarem Girmai; **Alternative Education:** Tatum Cobarrubia, Lillie Rose;

Tracy High: Violet Howard-Menteer; **West High:** Lucia Noor Behnam, Alexandra Larson

8.2 Tracy High School FFA: Chloe Braden, Maverick Fernandez

8.3 West High School FFA: Sophia Cosme, Emely Mendez Mota, Jesus Sierra

9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement:

9.1 Recognize the West High School JROTC Varsity Color Guard Team for Achieving the National Championship Title

9.2 Tracy Adult School

10. Information & Discussion Items: An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.

10.1 Administrative & Business Services: 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 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **7-8**

13.1.2 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District **9-10**

13.1.3 Approve Accounts Payable Warrant (April 2026) (Separate Cover) **11**

13.1.4 Approve Payroll Report (April 2026) **12-16**

13.1.5 Approve Revolving Cash Fund Report (April 2026) **17-22**

13.2 Educational Services:

13.2.1 Approve Agreement with KickUp to Provide PD Registration and Engagement Platform During the 2026-27 School Year **23-30**

13.2.2 Approve Overnight Travel for the Tracy High School (THS) Cheer Team and Advisors to Attend Universal Cheer Association (UCA) Summer Camp at UC Santa Cruz in Santa Cruz, CA July 17-20, 2026 **31**

13.2.3 Approve Agreement for College and Career Access Pathways (CCAP) between TUSD and San Joaquin Delta College (SJDC) **32-47**

- 13.2.4 Approve Agreement for Special Contract Services With Mark Manross Consulting to Provide Physical Education Teachers Professional Learning During Buy Back Day and Pre-Service Day During the 2026-27 School Year 48-54
- 13.2.5 Approve Subscription Purchase for ELLevation Education Platform for the 2026-2027 School Year 55-60
- 13.2.6 Approve Agreement for Special Contract Services with Amplify at Wanda Hirsch Elementary School for the 2026- 2027 School Year 61-68
- 13.2.7 Approve Agreement for Leadership Services between Lucca Petrucci and Kimball High School during the 2026-2027 School Year 69-77
- 13.2.8 Approve Agreement for Contract Services between Boys and Girls Club of Tracy and McKinley Elementary School for the 2026-27 School Year 78-81
- 13.2.9 Approve Agreement for Special Contract Services with San Joaquin County Office of Education to Provide Mathematics Training and Support During the 2026-27 School Year 82-87
- 13.2.10 Approve Agreement for Special Contract Services with San Joaquin County Office of Education for Professional Development During the 2026-2027 School Year 88-94
- 13.2.11 Approve Agreement for Special Contract Services between Core Learning and Special Education to Provide an 8-Day Training for the 2026-2027 School Year 95-97
- 13.2.12 Approve Agreement between Pyramid Education Consultants and Special Education for Training and Support for the 2026-2027 School Year 98-101
- 13.2.13 Approve Agreement for Special Contract Services with Great Minds PBC to Provide Mathematics Training and Support During the 2026-27 School Year 102-107

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment 108-110
- 13.3.2 Approve Classified, Certificated, and/or Management Employment 111-113
- 13.3.3 Approve Classified Calendars for the 2026-2027 School Year 114-122
- 13.3.4 Approve the Declaration of Need for the 2026-2027 School Year 123-127

14. Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.

14.1 Administrative & Business Services:

- 14.1.1 Approve the Award of Request for Proposal (RFP) for Non-Commodity Food and Non-Food Items for the 2026-2027 School Year (Separate Cover) 128
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.1.2 Adopt Resolution No. 25-22 Authorizing Temporary Loans between Funds for the 2026/27 School Year 129-130
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

14.2 Educational Services:

14.2.1 Approve Out-of-State Field Trip with EF Explore America Tours 131-137
“Broadway and the Arts” for TUSD High School Students

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

14.2.2 Adopt Revised Board Bylaw 9270 Conflict of Interest (First Reading, 138-145
Adopt as Final)

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

14.3 Human Resources:

14.3.1 Approve New Job Description for Tracy Adult School/Career Technical 146-149
Education Budget Specialist

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

14.3.2 Adopt Revisions to Board Policy and Administrative Regulation 150-157
4119.43, 4219.43, and 4319.43 Universal Precautions (First Reading)

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 May 26, 2026

17.2 June 9, 2026 *meeting begins at 5:00 p.m.

17.3 June 23, 2026 *meeting begins at 5:00 p.m.

18. Upcoming Events:

18.1 May 25, 2026

No School, Memorial Day

18.2 May 29, 2026

Last Day of School

18.3 June 5, 2026

Summer School Begins

18.4 August 3, 2026

First Day of School

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, April 28, 2025**

- 6:32 PM:** **1-3.** President Silcox called the meeting to order.
Employee #UCL-572 addressed the board prior to the start of Closed Session.
The board adjourned to closed session at 6:36.
- 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
- 7:03 PM** **5.** President Silcox called the Tracy Unified School District Board of Education to
order and led those present in the Pledge of Allegiance.
- Closed Session:** **6a** Action Taken on Finding of Facts: 25/26#35
3.2.1
Action: Cheeseman, Traina. **Vote:** Yes-7; No-0; Absent-0.
6b Report Out of Action Taken on Reinstatements: AR#25-26/#24
3.2.2
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
6c Report Out of Action Taken on Consider Release for Coach Employees
3.3.1 (Disciplinary/Unsatisfactory Evaluation) #UCL-571, and #UCL-572
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
6d Report Out of Action Taken on Consider Contract Non-Renewal for
3.3.2 Coach Employee (Change in Varsity Staff) #UCL-573
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
6e Report Out of Action Taken on Consider Paid Leave of Absence for
3.3.3 Classified Employee #UCL-574, Pursuant to Article XXIII
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- Minutes:** **7. Approve Regular Minutes of April 14, 2025.**
Action: Cheeseman, Hawkins. **Vote:** Yes-7; No-0; Absent-0.
- Audience:** Dante Dell’Aringa, Amanda Bowman, Ashley Jones, Eloy Vento, Albert Strong,
Heather Reyburn, Kaleigh Felisberto, April Jacobs, Meagan Strelka, David
Vallotton, Christine Contreras, Erin Quintana, William Masylar, Steve Avila,
Nereida Perez, Brittani Ryan, Diana Murray, Bob Brownne, Tyler Mullen, Priya
Kutti, Sarah Cook, Celeste Koehler, James Morales, Pamela Mears, Sandra
Vasquez, Laamie Del Rosario, Monica Hill, Traci Mitchell, Amy Vallotton, Diana
Wing
- Student Rep
Reports:** None.

Recognition & Presentations:

- 9.1 Recognize Kelly Elementary School Teacher, Sarah Cook, for Being Selected as the San Joaquin County Teacher of the Year** As the selected Teacher of the Year for San Joaquin County, Ms. Cook will now move on to the state level. She was presented with a certificate.

- 9.2 Recognize the Outstanding Employees of the Spring Term for the 2025-26 School Year** Recognize David Vallotton, Intervention Teacher, Stein High School (Certificated 9-12), James Morales, 6-8 Grade Special Education Teacher, George Kelly School (Certificated 6-8), and Celeste Koehler, 2nd Grade Teacher, Poet Christian School (Certificated K-5) as Outstanding Certificated Employees; Pamela Mears, Para Educator I, Tracy High School (Classified 9-12), Priya Kutti, Para Educator II, Monte Vista Middle School (Classified 6-8), and Sandra Vasquez, Parent Liaison, Central Elementary & Stein High Schools (Classified K-5) as Outstanding Classified Employees, and Nereida Perez, Personnel Technician, Human Resources as the Outstanding Management Employee of the Spring Term for the 2025-26 school year. They were presented with certificates.

- 9.3 Kimball High School** Principal William Masylar, along with Stephanie Mason, Dante Dell'Aringa, and Amanda Bowman, shared details of the behavior and equity intervention system they have established at Kimball High School utilizing the Five Star platform. Along with voting polls, expanded programming, and activity/event tracking, the system aids to provide consistent expectations across every classroom, a standardized referral process with centralized discipline communication, and a culture shift that puts relationships first with shared ownership of behavior. Kimball has steadily expanded programming and has increased the percentage of students who are actively engaged in school life. Data over a three-year period also shows a significant drop in suspension rates.

Information & Discussion Items:

10.1 None.

Hearing of Delegations

11. Steve Avila spoke on behalf of his daughter Abigail Avila, who has completed her senior project, a 2,500 square foot AG barn at Tracy High School. The barn will be utilized by students who do not have the ability or location to raise their project elsewhere. He thanked the board for their support and Eloy Vento, who was instrumental in helping her get her project completed.

Public Hearing:

12.1 Administrative & Business Services: None.

12.2 Educational Services: None.

12.3 Human Resources:

12.3.1 Receive Public Comments Regarding Negotiations with California School Employees Association (CSEA) and the Tracy Unified School District (TUSD)

Public Hearing Opened: 7:45 P.M.
No comments were received.
Public Hearing Closed: 7:46 P.M.

- 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: Fagin, Cheeseman. **Vote:** Yes-7; No-0; Absent-0.
 - 13.1 Administrative & Business Services:**
 - 13.1.1** Approve Out-of-State Travel for Transportation Department Staff (Director, Coordinator, Bus Driver Trainer. Mechanic) to Attend School Transportation News Expo – Reno, NV (July 9–15, 2026)
 - 13.1.2** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
 - 13.1.3** Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
 - 13.2 Educational Services:**
 - 13.2.1** Approve Out of State Conference for Teacher Catalina Piña to Attend the Advanced Placement Summer Institute for Spanish Language and Culture from July 27-30, 2026, in Las Vegas, Nevada
 - 13.2.2** Approve Partnership Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Childcare Services
 - 13.2.3** Approve Agreement for Contract Services Between Nico Herron and George and Evelyn Stein High for Summer School Barbering Acceleration Program
 - 13.2.4** Approve Agreement for Contract Services Between Paula Arce, Licensed Cosmetologist and George and Evelyn Stein High School for Summer School Barbering Acceleration Program for the 2025-2026 School Year
 - 13.2.5** Approve Agreement Between Traci Mitchell and Stein High School for Summer School Barbering Acceleration Program Administrator for the 2025-2026 School Year
 - 13.2.6** Approve Agreement Between Quest Science Center and Jacobson Elementary School for the 2025-2026 School Year
 - 13.2.7** Approve Agreement for Special Contract Services with Lakeshore Learning and the TUSD School Readiness Preschool Program for the 2025-2026 School Year
 - 13.2.8** Approve Out of State Conference for Superintendent and one Board Trustee to Attend the American School Counselors Association (ASCA) from July 10-14, 2026, in New Orleans, Louisiana
 - 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 Employer Partnership with Reach University (Separate Cover)
- 13.3.4 Approve One Year Renewal Option for Paid Student Internship Agreement with UMass Global
- 13.3.5 Approve Speech Language Pathology Assistant Agreement with San Joaquin Delta College

Action Items:

14.1 Administrative & Business Services:

- 14.1.1 Adopt Resolution No. 25.21 Specifications of the Election Order
Action: Cheeseman, Hawkins. **Vote:** Yes-7; No-0; Absent-0.
 - 14.1.2 Remove Measure O Bond Oversight Committee Member, Rogelio Quintero, and Fill the Vacant Business Organization in the Community Member Position
Action: Cheeseman, Traina. **Vote:** Yes-7; No-0; Absent-0.
 - 14.1.3 Adopt Revised Board Policy and Acknowledge New Administrative Regulation 3452 Student Activity Funds (Second Reading)
Action: Cheeseman, Alexander. **Vote:** Yes-7; No-0; Absent-0.
 - 14.1.4 Adopt New Board Policy 4356 Personal Property (Second Reading)
Action: Secker, Traina. **Vote:** Yes-7; No-0; Absent-0.
 - 14.1.5 Accept Proposal from Meehleis Modular Building Manufacturer for the Pre-Construction Services for the McKinley Elementary School New Campus Project
Action: Cheeseman, Hawkins. **Vote:** Yes-7; No-0; Absent-0.
 - 14.1.6 Approve the Award of the Request for Proposal (RFP) of Commodity Processing of USDA Foods for the 2026-2027 School Year (Separate Cover)
Action: Cheeseman, Secker. **Vote:** Yes-7; No-0; Absent-0.
 - 14.1.7 Consider Claim No. 671141
Action: Accepted Untimely Claim and Moved to Reject. Cheeseman, Secker. **Vote:** Yes-5; No-2 (Fagin, Secker); Absent-0.
- 14.2 Educational Services:**
- 14.2.1 Approve Adoption of Instructional Materials
Action: Hawkins, Cheeseman. **Vote:** Yes-7; No-0; Absent-0.
 - 14.2.2 Approve Proposed Budget Changes to the 2025-2026 School Site Plan for George & Evelyn Stein High School (Separate Cover)
Action: Secker, Cheeseman. **Vote:** Yes-7; No-0; Absent-0.
 - 14.2.3 Acknowledge Revised AR 5116.1 Intradistrict Open Enrollment (Second Reading)
Action: Alexander, Hawkins **Vote:** Yes-7; No-0; Absent-0.
 - 14.2.4 Acknowledge New Administrative Regulation AR 1312.4 Williams Uniform Complaint Procedures, Exhibit 1 – Notice to Parents/Guardians, Students, and Teachers: Complaint Rights, and Exhibit 2 – Williams Complaint Form (Second Reading)
Action: Alexander, Cheeseman. **Vote:** Yes-7; No-0; Absent-0.

14.2.5 Adopt Revised Board Bylaw 9270 Conflict of Interest (Second Reading)
Action: Fagin, Alexander. **Vote:** Yes-7; No-0; Absent-0.

14.2.6 Adopt New Board Policy and Administrative Regulation 5144.2 Foster Youth Transfers to Alternative Education Programs (Second Reading)
Action: Hawkins, Cheeseman. **Vote:** Yes-7; No-0; Absent-0.

14.3 Human Resources:

14.3.1 Adopt Revised Board Policies and Administrative Regulations 4119.42, 4219.42, 4319.42 Exposure Control Plan for Bloodborne Pathogens (Second Reading)

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

14.3.2 Adopt and Acknowledge Revisions to Board Policy and Administrative Regulation 4300 Administrative, Supervisory and Confidential Personnel (Second Reading)

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

14.3.3 Adopt the District's Initial Bargaining Proposal for the California School Employees Association (CSEA) for the 2026-2027 School Year

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

Board Reports:

Trustee Traina congratulated the phenomenal employees recognized tonight and thanked Teacher Sarah Cook for all she does for students. She also thanked Kimball High School for their presentation, she learned a lot this evening. Trustee Secker plans to visit the Avila Barn, it is a wonderful project. The Tracy Sports Hall of Fame had an induction ceremony that he and Trustee Cheeseman attended. It was great to see the recognition going out to Tracy students. Last week Trustee Secker also attended the CTE Career Fair in Ceres with CTE Director Sam Strube; the education Tracy is doing is impressive. Trustee Cheeseman congratulated the Spring Term recognition recipients. She also enjoyed hearing from Kimball. At the sports presentation, President Silcox spoke and handed out awards, and Director Jason Noll served as the Master of Ceremonies; both did a great job. Trustee Hawkins congratulated Ms. Bowman, who will be taking over as principal of Kimball once Mr. Maslyar retires. Trustee Alexander congratulated Sarah Cook and the Employees of the Spring Term. She also attended the Sports Hall of Fame and enjoyed seeing all the athletes dating back to 1998. Trustee Alexander was impressed with the Five Star program Kimball has implemented. Trustee Fagin recognizes the dedication the employees give to the students, particularly for intervention and recovery, at all our school sites. He also congratulated Mr. Maslyer on his future retirement. Trustee Silcox congratulated Mr. Maslyar on his career and retirement. He shared that teacher James Tiffany, from Kimball High, Jacob Cortez, from Tracy High, and David Haut, from West High, were all recognized at the student nominated Crystal Apple Awards this past weekend.

Superintendent Report:

Dr. Pecot shared that he and Dr. Boswell represented West High School last week for the California Distinguished School recognition along with some West High staff. He also congratulated Mr. Maslyar; he has been with the district for many years; he is a quality person that cares and is a hard worker. Dr. Pecot wishes him the retirement he deserves.

Adjourn: 8:07 PM

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: April 28, 2026
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

RATIONALE: The attached summary of these requisitions with related support documentation details financial obligations greater than \$5,000 but which meet the criteria to be ratified in this format. The summary is organized alphabetically so that the project's 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**

May 12, 2026

A.

Vendor:	Ground Penetrating Radar System
Sites:	District Wide
Item:	Proposal
Services:	3-year GIS platform for outdoor utility at all sites
Cost:	\$20,000.00
Project Funding:	35 Facilities Fund

B.

Vendor:	Terracon
Sites:	Williams Middle School
Item:	Proposal
Services:	Geotechnical Engineering Services for the Williams Modernization Project
Cost:	\$31,450.00
Project Funding:	Bond Measure O

C.

Vendor:	Ground Penetrating Radar System
Sites:	McKinley Elementary School
Item:	Proposal
Services:	Geotech Testing for the McKinley modernization Project
Cost:	\$18,375.00
Project Funding:	Bond Measure O

D.

Vendor:	Bockmon & Woody Electric Company
Sites:	Tracy High School
Item:	Proposal
Services:	Provide 102 V power pathway and concrete pad
Cost:	\$52,755.00
Project Funding:	14 Deferred Maintenance



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: May 12, 2026
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

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

1. West High School Music Boosters – \$3,618.34: Donation to support the purchase of performance attire for the color guard, marching band, and choir, as well as equipment for use in West High-performance events.

Donations Received by Tracy Unified School District/District Office

1. West High School Music Booster - \$19,287.00, check #2673: Donation to help cover the cost of the WHS Music Programs trip to Disneyland.

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

1. Kimball Jags Track Boosters - \$9,800.00, check #71695054. Donation to be used towards the purchase of new hurdles.

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.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 1, 2026
SUBJECT: **Approve Accounts Payable Warrants (April 2026)**

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (April 2026).

Prepared by: Lori Nelson, Director of Financial Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 1, 2026
SUBJECT: **Approve Payroll Report (April 2026)**

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

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #7-Develop Powerful Educational Leaders.

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Report (April 2026).

Prepared by: Lori Nelson, Director of Financial Services.

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	SACS Object	Amount	
01	1100	529,173.21	Teachers' Salaries
	1200	755.06	Cert Pupil Support Salaries
	1300	5,508.40	
	1900	4,085.28	
	2100	68,292.46	Instructional Aides' Salaries
	2200	147,087.36	Classified Support Salaries
	2400	20,796.71	Clerical & Office Salaries
	2900	11,210.27	Other Classified Salaries
	Total Labor	786,908.75	
01	3101	64,689.34	STRS On 1000 Salaries
	3202	11,251.59	PERS On 2000 Salaries
	3301	9,511.02	
	3302	13,730.74	
	3501	269.98	State Unemploy On 1000 Salary
	3502	123.04	State Unemploy On 2000 Salary
	3601	9,258.10	Worker'S Comp Ins On 1000 Sal
	3602	4,245.14	Worker'S Comp Ins On 2000 Sal
	Total Contributions	113,078.95	
09	1100	915.00	Teachers' Salaries
	2100	924.96	Instructional Aides' Salaries
	2200	44.14	Classified Support Salaries
	Total Labor	1,884.10	
09	3101	174.77	STRS On 1000 Salaries
	3301	13.27	
	3302	26.64	
	3501	0.46	State Unemploy On 1000 Salary
	3502	0.48	State Unemploy On 2000 Salary
	3601	15.70	Worker'S Comp Ins On 1000 Sal
	3602	16.63	Worker'S Comp Ins On 2000 Sal
	Total Contributions	247.95	
11	1100	9,266.68	Teachers' Salaries
	1200	755.06	Cert Pupil Support Salaries
	2400	165.75	Clerical & Office Salaries
	Total Labor	10,187.49	

Fund 11	SACS Object	Amount	
	3101	1,425.98	STRS On 1000 Salaries
	3301	145.30	
	3302	12.67	
	3501	4.99	State Unemploy On 1000 Salary
	3502	0.08	State Unemploy On 2000 Salary
	3601	171.97	Worker'S Comp Ins On 1000 Sal
	3602	2.85	Worker'S Comp Ins On 2000 Sal
	Total Contributions	1,763.84	

Fund 12	SACS Object	Amount	
	1100	497.23	Teachers' Salaries
	2100	6,748.82	Instructional Aides' Salaries
	Total Labor	7,246.05	

Fund 12	SACS Object	Amount	
	3202	1,041.44	PERS On 2000 Salaries
	3301	38.03	
	3302	393.55	
	3501	0.25	State Unemploy On 1000 Salary
	3502	3.35	State Unemploy On 2000 Salary
	3601	8.54	Worker'S Comp Ins On 1000 Sal
	3602	115.81	Worker'S Comp Ins On 2000 Sal
	Total Contributions	1,600.97	

Fund 13	SACS Object	Amount	
	2200	16,506.09	Classified Support Salaries
	Total Labor	16,506.09	

Fund 13	SACS Object	Amount	
	3202	1,556.40	PERS On 2000 Salaries
	3302	751.63	
	3502	8.25	State Unemploy On 2000 Salary
	3602	283.24	Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,599.52	

Pay Date 04/30/2026

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	SACS Object	Amount	
01	1100	6,149,621.37	Teachers' Salaries
	1200	789,965.30	Cert Pupil Support Salaries
	1300	753,799.57	Cert Suprvsrs' & Admins' Sal
	1900	203,739.93	Other Certificated Salaries
	2100	1,044,912.62	Instructional Aides' Salaries
	2200	1,350,003.56	Classified Support Salaries
	2300	308,485.93	Class Suprvsrs' & Admins' Sal
	2400	659,569.21	Clerical & Office Salaries
	2900	80,923.59	Other Classified Salaries
	Total Labor	11,341,021.08	
01	3101	1,435,983.51	STRS On 1000 Salaries
	3102	13,962.50	STRS On 2000 Salaries
	3201	94,792.26	PERS On 1000 Salaries
	3202	891,812.06	PERS On 2000 Salaries
	3301	129,999.45	
	3302	249,073.30	
	3401	752,444.97	
	3402	401,411.17	
	3501	3,948.43	State Unemploy On 1000 Salary
	3502	1,719.98	State Unemploy On 2000 Salary
	3601	135,514.19	Worker'S Comp Ins On 1000 Sal
	3602	59,097.14	Worker'S Comp Ins On 2000 Sal
	3701	70,721.09	
	3702	33,016.31	
	3901	140.88	
	Total Contributions	4,273,637.24	
09	1100	224,778.18	Teachers' Salaries
	1200	12,270.00	Cert Pupil Support Salaries
	1300	11,682.51	Cert Suprvsrs' & Admins' Sal
	2400	15,980.84	Clerical & Office Salaries
	Total Labor	264,711.53	
09	3101	47,507.50	STRS On 1000 Salaries
	3202	4,284.46	PERS On 2000 Salaries
	3301	3,324.06	
	3302	1,180.56	
	3401	20,788.58	
	3402	2,509.96	
	3501	124.36	State Unemploy On 1000 Salary
	3502	7.99	State Unemploy On 2000 Salary
	3601	4,268.16	Worker'S Comp Ins On 1000 Sal
	3602	274.23	Worker'S Comp Ins On 2000 Sal
	Total Contributions	84,269.86	

Fund 11	SACS Object	Amount	
	1100	45,561.57	Teachers' Salaries
	1200	9,775.16	Cert Pupil Support Salaries
	1300	13,901.60	Cert Suprvrs' & Admins' Sal
	2100	2,253.00	Instructional Aides' Salaries
	2400	10,763.72	Clerical & Office Salaries
	Total Labor	82,255.05	

Fund 11	SACS Object	Amount	
	3101	13,224.52	STRS On 1000 Salaries
	3202	3,489.77	PERS On 2000 Salaries
	3301	948.11	
	3302	984.89	
	3401	5,158.70	
	3402	1,418.96	
	3501	34.62	State Unemploy On 1000 Salary
	3502	6.53	State Unemploy On 2000 Salary
	3601	1,188.13	Worker'S Comp Ins On 1000 Sal
	3602	223.35	Worker'S Comp Ins On 2000 Sal
	Total Contributions	26,677.58	

Fund 12	SACS Object	Amount	
	2100	66,576.58	Instructional Aides' Salaries
	2300	6,346.88	Class Suprvrs' & Admins' Sal
	2400	6,890.91	Clerical & Office Salaries
	Total Labor	79,814.37	

Fund 12	SACS Object	Amount	
	3102	718.53	STRS On 2000 Salaries
	3202	17,114.11	PERS On 2000 Salaries
	3302	5,268.45	
	3402	2,969.15	
	3502	39.91	State Unemploy On 2000 Salary
	3602	1,369.61	Worker'S Comp Ins On 2000 Sal
	Total Contributions	27,479.76	

Fund 13	SACS Object	Amount	
	2200	231,940.81	Classified Support Salaries
	2300	52,501.75	Class Suprvrs' & Admins' Sal
	2400	16,624.25	Clerical & Office Salaries
	Total Labor	301,066.81	

Fund 13	SACS Object	Amount	
	3202	74,624.74	PERS On 2000 Salaries
	3302	21,468.92	
	3402	24,274.45	
	3502	150.58	State Unemploy On 2000 Salary
	3602	5,166.30	Worker'S Comp Ins On 2000 Sal
	Total Contributions	125,684.99	



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 1, 2026
SUBJECT: **Approve Revolving Cash Fund Report (April 2026)**

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Report (April 2026).

Prepared by: Lori Nelson, Director of Financial Services.

05/01/26

TUSD
REVOLVING CASH FUND
 April 2026

Date	Num	Name	Memo	Paid Amount
04/08/2026	10278	CA DEPT OF TAX AND FEE ADMI...	acct 057-415033 Penalties	
			period ending 09/30/25	-11.59
			period ending 12/31/25	-14.84
TOTAL				-26.43
04/14/2026	10307	TOGO'S	4/15/26 Stem Community PO26-01617	
			01-0000-0-1110-2100-4300-810-2034	-192.38
TOTAL				-192.38
04/20/2026	10308	SMITH FAMILY FARM	POET Spring Tour REQ26-03436	
			01-0000-0-1110-1000-4300-370-3023	-45.00
TOTAL				-45.00
04/27/2026	10310	TOGO'S	Board 4/28/26 PO26-00348	
			01-0000-0-0000-7110-4300-800-1101	-186.60
TOTAL				-186.60
04/02/2026	10275	San Francisco Giants	Duncan Russell Acct 25502103 inv 752856 75...	
			01-0709-0-3200-1000-4300-500-6902	-400.00
			01-0709-0-3200-1000-5800-500-6902	-40.00
TOTAL				-440.00
04/02/2026	10276	Noni Vita Ravioli Company	04/07/26 Feast Field Trip po26-03067	
			01-6387-0-3800-1000-4300-600-2975	-704.30
TOTAL				-704.30
04/08/2026	10277	Next Level Sports	SHS PO26-01456 4/10/26 tournament	
			01-0000-0-3200-4200-5800-550-9222	-500.00
TOTAL				-500.00
04/08/2026	10278	CA DEPT OF TAX AND FEE ADMI...	acct 057-415033 Penalties	
			period ending 09/30/25	-11.59
			period ending 12/31/25	-14.84
TOTAL				-26.43
04/13/2026	10279	Randal Hill	4-10-26 SUP	
			01-0709-0-1110-1000-1107-800-2004	-196.42
TOTAL				-196.42

05/01/26

TUSD
REVOLVING CASH FUND
April 2026

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
04/13/2026	10280	Stacy Lee	4-10-26 Sup	
			01-0709-0-1110-1000-1107-800-2004	-161.92
TOTAL				-161.92
04/13/2026	10281	Catalina Pina	4-10-26 Sup	
			01-0709-0-1110-1000-1107-800-2004	-243.28
TOTAL				-243.28
04/14/2026	10282	Graciela Osejo	4-10-26 SUP	
			01-6500-0-5770-2490-2207-806-2542	-65.25
TOTAL				-65.25
04/14/2026	10283	Robert Quintero	4-10-26 SUP	
			01-6500-0-5770-1110-1107-806-2542	-71.39
TOTAL				-71.39
04/14/2026	10284	Ana McMath	4-10-26 SUP	
			01-6500-0-5770-1110-1107-806-2542	-277.67
TOTAL				-277.67
04/14/2026	10285	Grant Mizuno	4-10-26 SUP	
			01-6500-0-5770-1110-1107-806-2542	-66.35
TOTAL				-66.35
04/14/2026	10286	Monpreet Kaur	4-10-26 SUP	
			01-6500-0-5770-1110-1107-806-2542	-353.58
TOTAL				-353.58
04/14/2026	10287	Divya Kananchery	4-10-26 SUP	
			01-6500-0-5770-1110-1107-806-2542	-563.94
TOTAL				-563.94
04/14/2026	10288	Reid Jacobs	4-10-26 SUP	
			01-6500-0-5770-1110-1107-806-2542	-58.87
TOTAL				-58.87
04/14/2026	10289	Audra Calderon	4-10-26 SUP	
			01-6500-0-5770-1110-1107-806-2542	-115.27
TOTAL				-115.27

05/01/26

TUSD
REVOLVING CASH FUND
 April 2026

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
04/14/2026	10290	Emma Brown	4-10-26 SUP	
			01-6500-0-5770-1110-2100-103-2542	-563.39
TOTAL				-563.39
04/14/2026	10291	Gayle Boggs	4-10-26 SUP	
			01-6500-0-5770-1110-11074-806-2542	-205.42
TOTAL				-205.42
04/14/2026	10292	Andrea Beteta-Escobar	4-10-26 SUP	
			01-6500-0-5770-1110-2100-103-2542	-191.45
TOTAL				-191.45
04/14/2026	10293	Jennica Araya	4-10-26 SUP	
			01-6500-0-5770-1110-1107-806-2542	-230.53
TOTAL				-230.53
04/14/2026	10294	Stacy Anastasio	4-10-26 SUP	
			01-6500-0-5770-1110-1107-806-2542	-67.56
TOTAL				-67.56
04/14/2026	10295	Brittany Amundson	4-10-26 SUP	
			01-6500-0-5770-1110-1107-806-2542	-55.89
TOTAL				-55.89
04/14/2026	10296	Renuka Srihasam	4-10-26 SUP	
			01-6500-0-5770-1110-2105-806-2542	-422.54
TOTAL				-422.54
04/14/2026	10297	Renu Singh	4-10-26 SUP	
			01-6500-0-5770-1110-2100-103-2542	-503.03
TOTAL				-503.03
04/14/2026	10298	Eden Lindahl	4-10-26 SUP	
			01-6500-0-5770-1110-2105-806-2542	-132.16
TOTAL				-132.16
04/14/2026	10299	Muhammad Zahid	4-10-26 SUP	
			01-6500-0-5770-1110-2100-103-2542	-348.92
TOTAL				-348.92

05/01/26

TUSD
REVOLVING CASH FUND
 April 2026

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
04/14/2026	10300	Jennifer Lausier	4-10-26 SUP	
			01-6500-0-5770-1110-1107-806-2542	-58.87
TOTAL				-58.87
04/14/2026	10301	Erin Lebron	4-10-26 SUP	
			01-6500-0-5770-1110-1107-806-2542	-81.88
TOTAL				-81.88
04/14/2026	10302	Elena Sanchez	4-10-26 SUP	
			01-6500-0-5770-2490-2207-806-2542	-41.39
TOTAL				-41.39
04/14/2026	10303	Claudia Sanchez	4-10-26 SUP	
			01-6500-0-5770-2490-2207-806-2542	-21.46
TOTAL				-21.46
04/14/2026	10304	Tammy Townsend	4-10-26 SUP	
			01-6500-0-5770-1110-1107-806-2542	-57.60
TOTAL				-57.60
04/14/2026	10305	Ronald Snively	4-10-26 SUP	
			01-6500-0-5770-1110-1107-806-2542	-136.07
TOTAL				-136.07
04/14/2026	10306	Olive Garden	4/16/16 Stemline PO26-02087	
			01-0000-0-1110-2140-4300-800-1009	-239.20
TOTAL				-239.20
04/14/2026	10307	TOGO'S	4/15/26 Stem Community PO26-01617	
			01-0000-0-1110-2100-4300-810-2034	-192.38
TOTAL				-192.38
04/20/2026	10308	SMITH FAMILY FARM	POET Spring Tour REQ26-03436	
			01-0000-0-1110-1000-4300-370-3023	-45.00
TOTAL				-45.00
04/20/2026	10309	Olive Garden	School Readiness Meet PO26-02212	
			12-6127-0-7110-1000-4300-400-3002	-160.77
TOTAL				-160.77

05/01/26

TUSD
REVOLVING CASH FUND
 April 2026

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
04/27/2026	10310	TOGO'S	Board 4/28/26 PO26-00348 01-0000-0-0000-7110-4300-800-1101	-186.60
TOTAL				-186.60
04/27/2026	10311	The Brew Life Coffee Bar	MCK Staff Appreciation PO26-03132 01-0000-0-1110-1000-4300-280-2323	-490.00
TOTAL				-490.00
04/27/2026	10312	Taqueria Las Comadres	MCK Staff Luncheon PO26-03226 01-0000-0-1110-1000-4300-280-2323	-731.75
TOTAL				-731.75
04/27/2026	10313	CALIFORNIA DEPT OF TAX & FE...	Account 057-415033 period end 3/31/26 01-0724-0-5750-3600-4300-840-9702 01-0723-0-1110-3600-4300-840-9702	-88.80 -59.20
TOTAL				-148.00



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Ed Services
DATE: April 17, 2026
RE: **Approve Agreement with KickUp to Provide PD Registration and Engagement Platform During the 2026-27 School Year**

BACKGROUND: KickUp is a professional development platform designed to enhance educator engagement, growth, and retention. It helps school districts organize and streamline all aspects of professional learning, including coaching, mentoring, and professional learning communities (PLCs). KickUp's platform identifies the professional learning needs of educators and connects them to both synchronous and asynchronous learning opportunities tailored to their needs.

RATIONALE: KickUp aligns with TUSD initiatives by providing a platform that supports the professional growth of our educators, ensuring they are well-equipped to prepare students for their college and career aspirations. KickUp's data-driven approach to professional development allows us to identify and address the specific learning needs of our teachers, fostering a culture of continuous improvement and instructional excellence. By leveraging KickUp's comprehensive suite of tools, we can enhance the effectiveness of our professional learning programs, ultimately leading to better student outcomes and the development of well-rounded individuals ready to succeed in their future endeavors. This supports District Strategic Goal #1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports.

FUNDING: Kickup has a cost of \$21,700 and will be funded through I.CFF funds.

RECOMMENDATION: Approve Agreement with KickUp to Provide PD Registration and Engagement Platform During the 2026-27 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and KickUp _____, 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:
Professional Learning registration, engagement, and feedback platform.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 year (365) 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 \$ 21,700.00 per FLAT RATE, not to exceed a total of \$ 21,700.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, 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 07/01/2026, and shall terminate on 06/30/2027.

5. This agreement may be terminated at any time during the term by either party upon 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 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:

Ryan Comeau

Contractor Signature _____ 04/20/2026

Senior Partnerships Manager _____
Title

Business Services Review Yes

Tracy Unified School District

Date

LCFF _____
Funding Source

District Office _____
Site/Department:

Date Approved by the Board



Tracy USD - 2026-2027 - Learning

Tracy USD
Tracy, CA

Reference: 20260224-144958118

Stephen Theall
stheall@tusd.net

Quote created: February 24, 2026
Quote expires: June 30, 2026
Partnership Manager: Ryan Comeau
Email: ryan@kickup.co

Contract Dates: July 1, 2026 – June 30, 2027

Products: Foundations

Number of Teachers: 700

Products & Services

Item & Description	Unit Price	Total
Learning - PDMS Professional learning management and feedback	\$21,700.00 / year	\$21,700.00 / year for 1 year
	Annual subtotal	\$21,700.00
	Total	\$21,700.00

Terms

Core Support:

To ensure your success with the solutions you've selected, the KickUp team will partner you with a dedicated Client Success Manager (CSM), who provides the following ongoing support for the products purchased. For more details about implementation support for each product, you may refer to the [Overview of Software and Services](#).

Foundations Core Support

To ensure your success with the solutions you've selected, the KickUp team will partner you with a dedicated Client Success Manager, who provides the following support.

Planning

- Leads a kickoff meeting to align on goals, strategies and deliverables.
- Monitors & adjusts implementation plans, applying best practices from the KickUp community.

Configuration

- Provides resources and examples to guide your form design.
- Builds your first coaching & walkthrough tool and provides form-building training, if needed.

Access

- Works with your technical team to set up user information sharing from your staff system of record, along with SAML-based single sign-on, if applicable.
- Helps to configure permissions for leaders and staff.

Training

- Leads group training session(s) for your observers or coaches – *typically up to 3*.
- Provides additional screencasts and help guides to train other users.

Reports & Sharing

- Configures your first custom report to aggregate data from multiple sources.
- Equips you to build additional reports, if needed.

Ongoing Support

- Maintains regular (monthly or quarterly) touchpoints to support your implementation team.
- Leads up to 3 data tours throughout the year to engage key stakeholders with data.
- Monitors progress towards implementation goals and hosts a partnership review meeting to make mid-year adjustments.

Payments:

KickUp charges its customers an **Annual Software Fee** for access to KickUp's software platform. The Annual Software Fee is determined based on the scope of software used and the number of teachers (full-time equivalent) in a district. For each solution, customers pay the Annual Software Fee at the beginning of each 12-month period during the Initial Term and, if applicable, each Renewal Term.

In addition to the Annual Software Fees, for all new implementations, KickUp charges a standard **Implementation Fee** to enable a successful and collaborative launch process. Any ongoing service or implementation requirements that exceed KickUp's standard services will generate an applicable **Customization Fee**.

Invoice Summary:

Invoices are sent at the start of each annual agreement period, and are due 30 days after the invoice date unless otherwise specified.

Invoice 1

- Invoice Date: 07/01/2026
- Due Date: 07/31/2026
- Amount: \$21,700

General Provisions:

No services will be provided to Tracy USD prior to KickUp's receipt of a Purchase Order (PO), a signed copy of this Formal Proposal and Quote, or payment of the initial year of Annual Software Fees, the Implementation Fees, and Customization Fees (if any).

This Formal Proposal and Quote is subject in all respects to the terms and conditions contained in the KickUp SaaS Services Agreement (the "SaaS Agreement"). By signing in the space provided below, Tracy USD hereby acknowledges that it has read and understands, and hereby accepts and agrees to be legally bound by, the terms and conditions contained in each of:

- the [\[SaaS Agreement\]](#)
- the [\[Overview of Software and Services\]](#)
- the [\[KickUp Privacy Policy\]](#)

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Stephen Theall
stheall@tusd.net

Questions? Contact me



Ryan Comeau
ryan@kickup.co

KickUp
2093 Philadelphia Pike
2920
Claymont, DE 19703
United States



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc Superintendent Ed Services
DATE: May 1, 2026
SUBJECT: **Approve Overnight Travel for the Tracy High School (THS) Cheer Team and Advisors to Attend Universal Cheer Association (UCA) Summer Camp at UC Santa Cruz in Santa Cruz, CA July 17-20, 2026**

BACKGROUND: The Tracy High School (THS) Cheer Team will attend UCA (Universal Cheer Association) Summer Camp. The trip would consist of approximately forty-nine students and two advisors (Sofia Posten & Stephanie McClellan). Transportation to the event will be provided by Tracy Unified and each student will be picked up by their parent(s). Students and advisors will be utilizing campus housing. Advisors will chaperone students throughout the stay.

RATIONALE: The opportunity to participate in a four-day dance camp will show students the importance of teamwork. At camp, students will develop skills, learn choreography, and team bonding. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: There will be no cost to the District. Each participant will be responsible for camp fees (camp instruction, lodging, and meals) and any other miscellaneous incidentals. Tracy High Athletics will pay for bus transportation. The approximate individual cost is \$555.00 per student. This is a voluntary event. A fundraiser event will be held in June to offset the cost for all participants.

RECOMMENDATION: Approve Overnight Travel for the Tracy High School (THS) Cheer Team and Advisors to Attend Universal Cheer Association (UCA) Summer Camp at UC Santa Cruz in Santa Cruz, CA July 17-20, 2026.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
Julie Anaya, District Dual Enrollment Counselor
DATE: April 29, 2026
SUBJECT: **Approve Agreement for College and Career Access Pathways (CCAP)
between TUSD and San Joaquin Delta College (SJDC)**

BACKGROUND: The proposed College and Career Access Pathways (CCAP) agreement between Tracy Unified School District and San Joaquin Delta College establishes a formal partnership to offer dual enrollment opportunities to high school students. Authorized under California Education Code, CCAP agreements support the development of defined academic and career pathways aligned with college and workforce outcomes. This partnership will enable students to complete college-level coursework while simultaneously earning high school and college credit. The agreement reflects the district's commitment to expanding postsecondary access and success.

RATIONALE: SJDC (San Joaquin Delta College) is to provide educational programs and services responsive to the needs of students and communities within TUSD. This agreement offers and expands dual enrollment opportunities consistent with Education Code 76004, for high school students who may not already be college bound or who are underrepresented in higher education, with the goals of developing seamless pathways from high school to community college, improving high school graduation rates, and supporting college and career readiness.

FUNDING: There is no cost to Tracy Unified School District under the current CCAP agreement. If onsite courses are implemented in future years in partnership with San Joaquin Delta College, a new agreement will be presented to outline any associated costs.

RECOMMENDATION: Approve Agreement for College and Career Access Pathways (CCAP) between TUSD and San Joaquin Delta College (SJDC).

Prepared by: Julie Anaya, District Dual Enrollment Counselor.

**COLLEGE AND CAREER ACCESS PATHWAYS
PARTNERSHIP AGREEMENT FOR
DUAL ENROLLMENT INSTRUCTIONAL SERVICES BETWEEN
SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT
AND
TRACY UNIFIED SCHOOL DISTRICT**

This College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is entered into by and between the San Joaquin Delta Community College District ("SJDC") and Tracy Unified School District ("DISTRICT"). SJDC and DISTRICT will collectively be referred to as "PARTIES," or individually as "PARTY."

RECITALS

WHEREAS, SJDC is a community college district whose mission includes providing educational programs and services responsive to the needs of students and communities within its service area;

WHEREAS, DISTRICT is a school district located within SJDC's regional service area, unless otherwise specified and agreed to pursuant to Education Code section 76004(e);

WHEREAS, for purposes of this Agreement, "high school" includes a community school, continuation high school, juvenile court school, or adult education program offering courses for high school diplomas or high school equivalency certificates, as defined in Education Code section 76004(a);

WHEREAS, the PARTIES desire to enter into this CCAP Agreement to offer or expand dual enrollment opportunities consistent with Education Code section 76004, for high school students who may not already be college bound or who are underrepresented in higher education, with the goals of developing seamless pathways from high school to community college, improving high school graduation rates, and supporting college and career readiness;

WHEREAS, instruction under this CCAP Agreement shall comply with applicable student selection standards, curriculum guidelines, recommendations, and procedures established by law, the California Community College Chancellor's Office, and SJDC;

WHEREAS, the PARTIES desire to define their respective rights and responsibilities under this CCAP Agreement and to govern their working relationship;

WHEREAS, the PARTIES intend for SJDC to report full-time equivalent students (FTES) and receive state apportionment for Courses offered pursuant to this CCAP Agreement in accordance with Education Code section 76004 and applicable provisions of Title 5 of the California Code of Regulations;

WHEREAS, participation in this CCAP Agreement is consistent with the core mission of the California Community Colleges under Education Code section 66010.4 and shall not result in the displacement of otherwise eligible adult students, as provided in Education Code section 76004(k)(2);

WHEREAS, all Courses will be offered within SJDC's District boundaries.

NOW, THEREFORE, PARTIES mutually agree as follows:

TERMS

1. Recitals

The above recitals are incorporated herein and made a part of this CCAP Agreement.

2. Effective Date and Duration

This CCAP Agreement shall be effective on July 1, 2026 and continue in effect until June 30, 2027, or until duly modified or terminated by the PARTIES in accordance with this CCAP Agreement.

3. Required Information

- A. The total number of high school students to be served by this CCAP Agreement is estimated at 850.
- B. The total number of full-time equivalent students projected to be claimed by SJDC for apportionment under this CCAP Agreement is estimated 85.

4. Required Certifications

- A. The Board of Trustees of SJDC and DISTRICT will approve this CCAP Agreement as required. (Ed. Code, § 76004, subdivision (b)(2).)
- B. All SJDC instructors assigned to teach a Course at a DISTRICT site shall not have been convicted of sex offenses or controlled substance offenses, as provided in Education Code section 87011. Prior to, and as a condition to commencement of SJDC's performance under this CCAP Agreement, SJDC shall certify that SJDC employees, contractors, and volunteers performing services under this CCAP Agreement and entering a DISTRICT campus are in compliance with applicable fingerprinting, criminal background clearance, and TB risk assessment and clearance requirements, pursuant to Education Code sections 45125.1 et seq. and 49406.
- C. SJDC faculty teaching a Course at a DISTRICT campus will not displace or cause the termination of an existing DISTRICT teacher teaching the same course on the DISTRICT campus. (Ed. Code, § 76004, subdivision (i).)
- D. A DISTRICT employee teaching a Course for college credit under this CCAP Agreement in the capacity of an SJDC instructor shall not displace or cause the termination of an existing SJDC faculty member teaching the same Course at SJDC. (Ed. Code, § 76004, subd. (j).)
- E. Community college Courses offered for college credit at the DISTRICT campus will not reduce access to the same Courses offered at SJDC colleges. (Ed. Code, § 76004, subdivision (k)(1).)

- F. Participation in the partnership is consistent with the core mission of the community colleges pursuant to Education Code, section 66010.4. (Ed. Code, § 76004, subdivision (k)(2).)
- G. High school students participating in the partnership will not lead to enrollment displacement of otherwise eligible adults at SJDC colleges. (Ed. Code, § 76004, subdivision (k)(2).)
- H. Both SJDC and DISTRICT will comply with local bargaining requirements and all state and federal reporting requirements. (Ed. Code, § 76004, subdivision (l).)
- I. The DISTRICT certifies that it shall ensure that DISTRICT students participating in this CCAP Agreement are scheduled for no less than the minimum number of instructional minutes required to complete a school day, pursuant to Education Code sections 46141 and 46142.
- J. A copy of the CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the CCAP partnership. (Ed. Code, § 76004, subdivision (c)(3).)
- K. All Courses offered under this CCAP Agreement shall be taught by instructors employed by SJDC. SJDC shall serve as the employer of record for all such instructors and shall assume all reporting responsibilities required under applicable federal teacher quality mandates. (Ed. Code, § 76004, subdivisions (m)(1)–(2).)

5. SJDC Responsibilities

SJDC agrees to:

- A. Courses and Instruction. Plan, deliver, and administer the Courses in accordance with SJDC Board Policies, Administrative Regulations, approved curriculum, and Course Outlines of Record (COR).
- B. Faculty. Recruit, select, hire, assign, and supervise SJDC faculty teaching the Courses and ensure faculty meet applicable minimum qualifications. SJDC shall be responsible for wages, benefits, and related employment obligations for SJDC instructors and personnel performing services under this CCAP Agreement.
- C. Admissions, Registration, and Records. Govern admissions and registration procedures applicable to CCAP students in accordance with applicable law and SJDC policy; process student applications and dual enrollment program forms; and support students in completing enrollment in the Courses, as appropriate.
- D. Enrollment Period and Withdrawals. SJDC will determine enrollment periods and process withdrawals in accordance with SJDC guidelines, policies, pertinent statutes, and regulations. Transcripts will be annotated according to SJDC policy.

- E. Textbooks and Classroom Materials. SJDC shall provide required textbooks and other classroom materials, as applicable, at no cost to students enrolled in CCAP Courses. Such materials are loaned to DISTRICT for the applicable term and must be returned to SJDC by the deadline established by SJDC. If materials are not returned by the deadline or are returned in damaged condition, SJDC will invoice DISTRICT for the replacement cost.
- F. Reporting and Apportionment. Report FTES and submit required CCAP reports to the Chancellor's Office in accordance with applicable law and regulation.

6. DISTRICT Responsibilities

DISTRICT agrees to:

- A. Student Readiness Criteria. Determine each pupil's ability to benefit from CCAP Courses through DISTRICT counseling and student support processes, including consideration of grade level eligibility, completion of recommended or required prerequisite coursework, academic performance and attendance history, counselor recommendation regarding readiness for college-level coursework, and alignment with the pupil's academic or career pathway.
- B. Point of Contact. Designate a Dual Enrollment Coordinator to serve as the primary point of contact between SJDC and DISTRICT, with responsibilities as outlined in Appendix A.
- C. Support Services and On-Site Assistance. Provide personnel at the school site to recruit students; assist students with SJDC applications and dual enrollment program forms; provide enrollment guidance; and provide other related support services as reasonably necessary to implement this CCAP Agreement.
- D. Personnel and Compliance. Ensure that DISTRICT personnel providing services under this CCAP Agreement perform such services on duty time and remain solely employees of DISTRICT. Such personnel shall comply with SJDC policies and procedures applicable to dual enrollment operations and shall work in coordination with SJDC regarding SJDC processes and requirements.
- E. Facilities and Technology. Provide, at no cost to SJDC, appropriate classroom space at participating DISTRICT schools, equipped with technology as outlined in Appendix A.
- F. Student Forms and Enrollment. Submit Dual Enrollment Program forms for each student to SJDC no later than two (2) weeks prior to the start of the Course to facilitate enrollment, and ensure participating students have completed SJDC admission, assessment, and prerequisite requirements and enroll through SJDC's online system.
- G. Eligibility to Attend. Exclude from attendance and participation in CCAP courses any student who is not fully registered for college courses through SJDC.
- H. Instructional Calendar. Establish an instructional calendar that aligns with SJDC's instructional calendar or is acceptable to SJDC administrators.
- I. Minimum Enrollment. Recruit a minimum of twenty-five (25) students for each CCAP course.

7. **Regulatory Requirements for State Apportionment Purposes Applicable to All Courses Conducted Under the Terms of This CCAP Agreement**

These provisions may not be voided, modified, or waived except as expressly provided in this CCAP Agreement:

- A. Limiting Enrollment to High School Students. SJDC may limit enrollment in a community college course solely to eligible pupils of the DISTRICT if the course is offered at a DISTRICT campus, either in person or using an online platform, during the regular school day and the college Course is offered pursuant to a CCAP partnership agreement. (Ed. Code, § 76004, subdivision (o)(1).)
- B. FTES. For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus pursuant to paragraph (1) shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. (Ed. Code, § 76004, subdivision (o)(2).)
- C. Courses. SJDC Board Policies, Administrative Regulations, and procedures govern the Courses and all students enrolled in the Courses. The Courses shall comply with all applicable SJDC regulations, procedures, prerequisites, and academic standards.
- D. Enrollment Period. The enrollment period shall be determined by SJDC in accordance with its guidelines, policies, pertinent statutes, and regulations.
- E. Withdrawal Prior to Completion of the Course. A student's withdrawal prior to completion of the Course shall be in accordance with SJDC guidelines, policies, pertinent statutes, and regulations. Transcripts will be annotated according to SJDC policy.
- F. Minimum Qualifications for Faculty Teaching Courses. All SJDC faculty that teach Courses offered as part of this CCAP Agreement shall be hired by SJDC and meet the minimum qualifications to provide instruction in the discipline of the Course in a California community college as set forth in Title 5 of the California Code of Regulations, sections 53410 and 58060 or as amended.
- G. Student Eligibility and Enrollment Process. Enrollment shall be limited to eligible DISTRICT pupils who have been admitted to SJDC and meet all applicable SJDC standards and prerequisites, as determined by SJDC. SJDC will process student applications and dual enrollment program forms and will support students in completing enrollment in the Courses, as appropriate, with assistance from DISTRICT as necessary. Successful enrollment requires that each student complete SJDC's enrollment process; obtain parent/guardian and principal (or designee) permission; and submit all required application and dual enrollment documentation to SJDC's Admissions & Records and the Office of Regional Education for review and acceptance.

- H. Priority Registration. SJDC may assign priority course registration to a pupil seeking to enroll in a SJDC Course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Education Code section 11300 and consistent with middle college high school provisions in Education Code section 76001. (Ed. Code, § 76004, subdivision (g)(1).)
- I. Units. Students participating in a CCAP Agreement may enroll in up to a **maximum of 15 units per term** per conditions specified in Education Code section 76004, subdivision (p). Specifically, the units must constitute **no more than four (4) college courses per term** and be part of an academic program that is part of the CCAP Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential. (Ed. Code, § 76004, subdivision (p)(1-3).)
- J. Enrollment Fees. Pursuant to Education Code sections 76300 subdivision (f), and 76004, students enrolled in Courses under this CCAP Agreement shall be exempt from fees described in Education Code sections 76060.5 (student body fee), 76140 (nonresident tuition), 76223 (copies of records), 76300 (student fee), 76350 (apprenticeship fees), and 79121 (child development center fees).
- K. Parental Consent for Enrollment. Parents or legal guardians shall sign a form consenting to the enrollment of their pupils in community college Courses offered by SJDC. The consent form shall be submitted to and maintained by SJDC. Students participating in Courses pursuant to this CCAP Agreement shall be required to submit only one parental consent form and principal recommendation for the duration of the student's participation, in accordance with Education Code section 76004(c)(1).
- L. Ancillary Support Services for Students. SJDC and DISTRICT shall ensure that students enrolled in the Courses have access to appropriate ancillary and support services, as needed, including counseling, guidance, and placement assistance. Student individualized education plans (IEPs) are not in effect while students are receiving instruction through SJDC; however, students with disabilities enrolled in the Courses are eligible to receive services through SJDC's Disabled Services Programs and Services (DSPS), as applicable.
- M. Physical Education Courses. SJDC shall not offer physical education courses as part of its CCAP Agreement.

8. Instruction and Assessment of Learning and Conduct

- A. Instruction. Courses will conform to SJDC approved curriculum and Course Outlines of Record (COR) and must follow SJDC's required hours of instruction and meet SJDC's minimum enrollment requirements.
- B. Assessment. Students enrolled in SJDC courses offered under this CCAP Agreement at the DISTRICT shall be held to the same standards of achievement and grading, and shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.), as students in the same courses taught on any SJDC campus.

- C. Conduct. Students enrolled in SJDC courses offered under this CCAP Agreement shall be subject to all SJDC policies and the SJDC Student Code of Conduct and shall be held to the same behavioral standards as students in courses taught on the SJDC campus. SJDC reserves the right to withdraw a student from a CCAP course for disruptive conduct, harassment, or other behavior that interferes with instruction or violates college policy. SJDC will coordinate with the site Principal prior to initiating any such withdrawal.

9. Final Grades and Credit Awarding

SJDC Admissions will release a final semester grade report for each student to DISTRICT dual enrollment coordinators at the end of each academic term. Students will earn college credit for community college courses in the same manner as all enrolled SJDC students. The determination of the type of high school credit awarded for a college course, including core, elective, or other credit, is solely the responsibility of DISTRICT.

10. Facilities

The PARTIES agree that the facilities of the DISTRICT will be utilized to carry out the goals of this CCAP Agreement, although from time-to-time SJDC facilities may be utilized, as needed (e.g. CTE or science courses requiring SJDC campus equipment or labs). DISTRICT agrees to defend, hold harmless, and indemnify SJDC and its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives from all damages, losses, or expenses, including litigation costs such as attorney's fees, should a student, faculty, or third PARTY be injured as a result of or connected with the condition of the DISTRICT's premises, in whole or in part.

11. General Contract Terms and Conditions

- A. Either PARTY may terminate this Agreement with thirty (30) days' written notice to the other PARTY. In the event of termination, DISTRICT shall be responsible only for the return of, or reimbursement for, any SJDC-owned textbooks, classroom materials, or instructional equipment (e.g., OWL) loaned to DISTRICT and not returned by the last day of service. No other costs shall be owed. Any Courses in progress at the time notice is given or termination becomes effective shall be permitted to conclude as previously scheduled.
- B. It is expressly understood and agreed that no personal liability whatsoever attaches to any member of the Board of Trustees of the San Joaquin Delta Community College District, or DISTRICT, or any of the officers or employees thereof by virtue of this Agreement.
- C. Changes may be made to the Agreement only if mutually agreed upon by SJDC and DISTRICT. Agreed upon changes may be implemented only after being documented in writing, signed, and dated by the official representative of SJDC and DISTRICT and attached to this contract as an addendum.
- D. Without the written consent of SJDC, this Agreement is not assignable by the DISTRICT in whole or in part. The copyright to all materials produced as a result of this Agreement shall belong to SJDC. DISTRICT may not use, copy, or modify materials without the expressed written consent of SJDC.

12. Confidentiality

SJDC and DISTRICT understand that in the performance of this Agreement, they are not to include discussions of information that may be considered proprietary or confidential.

13. Student Records and Information Sharing

All sharing of student information between SJDC and DISTRICT shall comply with the Family Educational Rights and Privacy Act (FERPA) and applicable State law. SJDC student data shall not be shared with parents without a signed, dated release from the student authorizing such disclosure, except as permitted by law. Each PARTY agrees to maintain the confidentiality and security of all student education records generated pursuant to this CCAP Agreement and shall not re-disclose such records except as authorized by applicable law or with prior written consent.

14. Reporting Requirements

Annually, SJDC shall report all of the following information to the office of the Chancellor of the California Community Colleges: (Ed. Code, § 76004, subdivision (t)(1)(A-E).)

- A. The total number of high school pupils by school-site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
- B. The total number of community college Courses by course category and type and by school-site enrolled in by partnership participants.
- C. The total number and percentage of successful Course completions, by course category and type and by school-site, of partnership participants.
- D. The total number of full-time equivalent students generated by CCAP partnership community college district participants.
- E. The total number of full-time equivalent students served online generated by CCAP partnership community college district participants.

15. Hold Harmless Agreement

SJDC and DISTRICT agree to indemnify, defend and hold each other, their agents, officers, and employees harmless from any and all damages to property and persons resulting from each other's actions, errors or negligence in connection with the activities described in this Agreement.

16. SJDC Compliance

SJDC, at its own expense, shall comply with all laws, rules, and regulations of competent public authority relating to its duties, obligations, and performance under this Agreement, and shall procure all licenses and pay all fees and other charges required thereby. SJDC shall comply with Executive Order 11246, relating to Equal Employment Opportunity, and all rules and regulations issued pursuant thereto.

17. Nondiscrimination

DISTRICT and SJDC agree that they comply with State and Federal laws and shall not discriminate in the selection of any student to receive instruction pursuant to this Agreement, including, but not limited to, race, creed, color, national origin, sex, sexual orientation, or age. In the event of either party's noncompliance with this section, this Agreement may be canceled, terminated, or suspended, in whole or in part, by SJDC.

18. Student Records

Under Section 49061 of the California Education Code and Title 10, Section 1232(g), parents of community college students do not have a right to access their children's student records, regardless of whether the child is under the age of 18. Information on attendance, behavior, or grades may not be released to parents without the written consent of the student.

19. Collective Bargaining and Reporting

SJDC and DISTRICT certify that each entity complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of teachers or faculty teaching a CCAP course for high school credit.

20. General Liability Insurance

SJDC shall provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence and two million dollars (\$2,000,000.00) general aggregate. SJDC shall provide an additional insured endorsement naming DISTRICT and its officers, officials, employees, agents, and volunteers as additional insureds under the policy. It is agreed that the insurance coverage provided by SJDC is primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. DISTRICT reserves the right to adjust its insurance requirements as needed.

21. Discrimination and Harassment

Each PARTY agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of ethnic group identification, race, color, sex, gender, gender identity, gender expression, pregnancy or childbirth-related condition, sexual orientation, sexual identity, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, or marital status, and shall comply with all applicable laws pertaining to employment.

22. Entire Agreement

This CCAP Agreement, including the Appendices, constitute the entire agreement between the PARTIES with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement. No PARTY has been induced to enter into this CCAP Agreement by, nor is any PARTY relying on, any representation or promise outside those expressly set forth in this CCAP Agreement.

23. Amendment

The provisions of this CCAP Agreement may be modified only by mutual written agreement of the PARTIES. No modification shall be binding unless it is in writing and signed by the PARTY against whom enforcement of the modification is sought.

24. Waiver

Unless otherwise precluded by the terms of this CCAP Agreement, terms or conditions may be waived by the PARTY entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving PARTY to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.

25. Assignment

Neither PARTY may assign any rights or benefits or delegate any duty under this CCAP Agreement without written consent of the other PARTY. Any purported assignment without written consent shall be void.

26. PARTIES in Interest

Nothing in this CCAP Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this CCAP Agreement on any person other than the PARTIES to it and their respective successors and assigns, nor is anything in this CCAP Agreement intended to relieve or discharge the obligation or liability of any third person to any PARTY to this CCAP Agreement.

27. Severability

If any provision of this CCAP Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the CCAP Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

28. Early Termination

This CCAP Agreement may be terminated by either PARTY for cause if another PARTY fails to comply with insurance or indemnification requirements or otherwise commits a material breach, effective no sooner than fifteen (15) calendar days after written notice and failure to cure. This remedy is in addition to any other remedies available at law.

This CCAP Agreement may also be terminated without cause by any PARTY upon written notice to the other PARTIES, effective no sooner than sixty (60) calendar days after receipt of such notice. Students enrolled in SJDC Courses at the time of termination shall be permitted to complete those Courses. The indemnification provisions of this CCAP Agreement shall survive termination.

29. Notices

Any notice under this CCAP Agreement shall be in writing and shall be deemed given upon personal service or on the second business day after mailing by registered or certified mail, addressed to the PARTIES at the addresses set forth below or to any updated address provided by written notice. Failure to use registered or certified mail shall not invalidate a notice that is actually received by the addressee.

30. Authority to Enter Into CCAP Agreement

Each PARTY represents and warrants that it has full power and authority to enter into and perform this CCAP Agreement and has taken all actions necessary to authorize its execution, delivery, and performance.

31. Retention and Audit of Records

Each PARTY shall maintain records related to this CCAP Agreement as required by applicable federal and state law. Subject to applicable privacy laws, each PARTY may review and obtain copies of the other PARTY's pertinent records upon reasonable request.

32. Governing Law and Venues

This CCAP Agreement will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this CCAP Agreement shall be San Joaquin County, California.

33. Relationship of the Parties

The parties acknowledge that their relationship under this Agreement is that of independent contractors. Neither SJDC nor DISTRICT shall represent itself as a partner, joint venturer, agent, employee, or representative of the other. All instructors and personnel performing Dual Enrollment Program services are employees of SJDC. SJDC is solely responsible for all wages, benefits, workers' compensation insurance, and compliance with all applicable employment-related laws for such instructors and personnel.

34. Use of Name

Except as expressly permitted in Appendix A, neither SJDC nor DISTRICT shall use the other party's name, logo, or any adaptation or variation thereof, including in press releases, advertising, promotion, or other public communications, without the other party's prior written consent in each instance.

35. Points of Contact

The following individuals shall serve as the primary points of contact for SJDC and DISTRICT for matters arising under this CCAP Agreement. These individuals, or their designees, shall be responsible for monitoring and facilitating implementation of the dual enrollment program offerings described in this CCAP Agreement.

SJDC Contact Name: Vivie Sinou, Dean, Regional & Distance Ed and Prof Dev/nt

DISTRICT Contact Name: Julie Anaya, TUSD District Dual Enrollment Counselor

(Ed. Code, § 76004, subdivision (c)(2))


IN WITNESS WHEREOF the PARTIES hereto have caused this CCAP Agreement to be executed on the date signed below.

AGREED AND ACCEPTED by SJDC:

Name: Dr. Lisa Aguilera Lawrenson

Title: Superintendent/President

SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT

Signature: 


Date: 4/27/2026 | 5:10 PM PDT

AGREED AND ACCEPTED by DISTRICT:

Name: Dr. Zachary Boswell

Title: Associate Superintendent for Educational Services

District: Tracy Unified School District

Signature: 

Date: 4/27/2026 | 7:28 PM PDT

APPENDIX A

CLASSROOM, FACILITIES, AND OPERATIONAL SUPPORT

Applicability Note:

For Fall 2026 and Spring 2027, TUSD students will enroll only in SJDC asynchronous courses, as outline in Appendix B. The Classroom & Facilities, Technology, and Emergency Procedures sections apply only if in-person CCAP courses are added. All operational support provisions, including Marketing and Promoting Courses, Application and Enrollment Workshops, Dual Enrollment Coordinator responsibilities, and Use of SJDC and District Logos, remain applicable to the asynchronous courses included in this Agreement.

CLASSROOM & FACILITIES

- a. Suitable classrooms shall be dedicated to CCAP dual enrollment courses for the duration of each academic term. Classes shall not be relocated to alternate facilities except in cases of emergency or other unforeseen circumstances.
- b. Only students officially enrolled in the Course and appearing on SJDC's MyDelta roster shall be permitted to attend class.
- c. Each classroom shall be equipped with a blank whiteboard or Smart Board for instructor use.
- d. Adequate desk or workspace shall be provided for the instructor.
- e. DISTRICT shall not remove students from the classroom during scheduled instructional time, except in cases of medical emergency or pre-approved athletic events. Documentation shall be provided to the instructor. Students shall not be dismissed from class for clubs or other non-instructional activities.
- f. DISTRICT shall provide instructors with reasonable access to staff lounge and restroom.
- g. DISTRICT shall provide instructors with reasonable parking accommodations.
- h. DISTRICT shall establish and communicate reasonable check-in and site access procedures for SJDC instructors that balance campus safety and timely instructional access, in advance of the start of the term.
- i. Instructors shall be informed of applicable student cell phone policies and the procedures for reporting disruptive student behavior.
- j. To preserve the college instructional environment, only students officially enrolled in the Course and the SJDC instructor of record shall be present in the classroom during scheduled instructional time. DISTRICT personnel shall not be present unless required for student safety, an approved accommodation, or other documented need. Any such presence must be communicated in advance and approved by SJDC, except in emergencies.
- k. DISTRICT shall limit non-emergency announcements and other disruptions during scheduled CCAP instructional time to the extent practicable. Emergency announcements are excluded.

TECHNOLOGY

- a. A computer with login credentials and instructions shall be available in the classroom for instructor use.
- b. DISTRICT shall provide reliable internet access, including Wi-Fi or high-speed connectivity sufficient to support instructional activities such as streaming instructional media.
- c. DISTRICT shall facilitate the process for its information technology staff to whitelist instructional websites and domains required for course delivery.
- d. Each classroom shall be equipped with a functioning projection system or Smart Board, including speakers and necessary cables (e.g., HDMI, VGA), to support classroom instruction.
- e. DISTRICT shall provide SJDC instructors with access credentials and instructions for use of the DISTRICT's information technology ticketing system prior to the start of classes.
- f. DISTRICT shall notify SJDC of the technology available for instructor use no later than two (2) months prior to the start of classes, unless a course is added after that timeframe.

EMERGENCY PROCEDURES

- a. DISTRICT shall provide instructors with an emergency contact phone number to be used in the event of an emergency or to report disruptive student behavior.
- b. DISTRICT shall share emergency protocols and procedures with SJDC and instructors.

MARKETING AND PROMOTING COURSES

- a. DISTRICT staff shall be responsible for promoting SJDC CCAP courses and recruiting sufficient student enrollment to meet minimum class size requirements.
- b. SJDC shall provide up to fifty (50) promotional course flyers per academic term.
- c. SJDC staff shall assist, when available, at informational events such as Back-to-School Night, Parent Night, College Fairs, or similar events to promote CCAP courses and dual enrollment.

APPLICATION AND ENROLLMENT WORKSHOPS

- a. SJDC shall provide one Application Workshop per academic term upon request by DISTRICT.
- b. Requests for Application Workshops must be submitted to SJDC no fewer than four (4) weeks in advance.
- c. DISTRICT shall provide internet access and a desktop computer or laptop for each student participating in an Application Workshop.
- d. DISTRICT staff shall be responsible for promoting and marketing CCAP-related events held at the school site.
- e. SJDC may also provide one Enrollment Workshop per term, as needed.

DUAL ENROLLMENT COORDINATOR

- a. DISTRICT shall designate a Dual Enrollment Coordinator who shall serve as the primary point of contact between SJDC and the school site and who shall be responsible for the following:
 - i. Assisting students with admissions, holds, clearances, required forms, and registration processes.
 - ii. Ensuring students complete all required paperwork and enrollment steps in a timely manner.
 - iii. Ensuring that only students officially enrolled through SJDC Admissions & Records attend CCAP courses.
 - iv. Disseminating program information to school administrators and counseling staff.
 - v. Monitoring student progress and communicating concerns to SJDC as appropriate.
 - vi. Ensuring timely distribution, collection, and return of loaned textbooks and classroom materials.
 - vii. Ensuring timely transmission of final grades to the high school registrar for award of high school credit.
- b. The Dual Enrollment Coordinator shall work collaboratively with SJDC, including the Dean of Regional Education, to support course pathway planning and development of the schedule.
- c. DISTRICT shall ensure students are placed in appropriate college courses based on readiness, ability, and maturity.
- d. DISTRICT shall recruit students to ensure minimum enrollment requirements are met and courses are able to run.
- e. The Dual Enrollment Coordinator shall participate in the annual Dual Enrollment Summit and related events sponsored by SJDC.
- f. The Dual Enrollment Coordinator shall communicate with SJDC staff in a timely manner regarding dual enrollment matters.

USE OF SJDC AND DISTRICT LOGOS

- a. DISTRICT grants SJDC permission to use the DISTRICT's logo on SJDC dual enrollment websites, flyers, and related marketing materials, subject to the terms of this Agreement.
- b. SJDC grants DISTRICT permission to use SJDC's logo on DISTRICT dual enrollment websites, flyers, and related marketing materials, subject to the terms of this Agreement.

APPENDIX B

CCAP COURSE PLAN

Program Overview

Courses offered under this CCAP Agreement are designed to support college readiness, satisfy high school graduation requirements, and, in most cases, meet UC and CSU transfer requirements. Career Technical Education (CTE) courses may also be offered when aligned with approved career pathways.

All courses in this Appendix will be offered in accordance with SJDC curriculum standards, Course Outlines of Record (COR), and applicable Education Code and Title 5 regulations.

Course offerings are subject to minimum enrollment requirements and staffing considerations.

Approved Course Schedule

During Fall 2026 and Spring 2027, students must enroll in one of the TUSD Board-approved Delta College asynchronous courses listed below in order to be eligible for high school diploma credit.

Enrollment in asynchronous courses is on a first-come, first-served basis. Students may enroll in designated Regional Education sections or any open section of the approved courses listed below.

TUSD agrees to award high school diploma credit only to students who successfully complete one of the Delta College courses listed in this Appendix, which have been approved by the TUSD Board for this purpose. These courses may be selected from the Delta College schedule during either or both terms and are intended to support students in meeting CalGETC general education requirements.

SJDC agrees to share enrollment data with TUSD, including rosters at the start of the term and at regular intervals, to support student success and assist TUSD with monitoring student enrollments, withdrawals, and course selections. SJDC will also provide end-of-term grade information so TUSD may award high school diploma credit to students who successfully complete the approved courses.

Fall 2026 and Spring 2027

(Online Asynchronous – Open Enrollment)

- ENGL C1000
- ENGL C1001
- HIST C1001 (17A)
- HIST 2B
- PSYCH C1000
- COMM C1000
- ARTH 3
- POLS C1000
- ECON 2002 (5)
- Any Modern Language

Transfer credit may be limited by UC. Students should consult a counselor or ASSIST.org for additional information.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Ed Services
DATE: April 21, 2026
SUBJECT: **Approve Agreement for Special Contract Services With Mark Manross Consulting to Provide Physical Education Teachers Professional Learning During Buy Back Day and Pre-Service Day During the 2026-27 School Year**

BACKGROUND: Mark Manross has been partnering with Tracy Unified School District Physical Education teachers for five years during District Staff Development and Buy-Back Days. This professional development has helped support their skills and knowledge in providing rigorous relevant learning to TUSD students.

RATIONALE: Mark Manross Consulting provides Physical Education educators with practical ideas and hands-on activities they can easily implement into their physical education program. Their professional development workshops are fun, engaging, and filled with valuable skill building tools. This request meets district goal #1: prepare all students for college and careers and ensure all students meet grade level standards using accelerated learning and tiered supports.

FUNDING: The cost of training by Mark Manross Consulting for the 2026-2027 school year will not exceed \$11,400. This training cost will be paid by RS 0709 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services With Mark Manross Consulting to Provide Physical Education Teachers Professional Learning During Buy Back Day and Pre-Service Day During the 2026-27 School Year

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

Mark Manross Consulting

2349 Azalea Pointe Ct, Leland, NC 28451
678-764-2536; mark@peworkshops.com
Website: <http://www.peworkshops.com>

Onsite Workshop Proposal

(Written 4/21/26; Revised/Updated: 5/7/26)

2026-27 School Year Workshop Dates for Physical Education:

- Tuesday, July 28, 2026 (K-12 PE) – 8:15 AM – 10:15 AM (Presenters Cindy Lederer and Barbara Aiken)
- Tuesday, July 28, 2026 (K-12 PE) – 10:15 AM – 12:15 PM (Presenters Cindy Lederer and Barbara Aiken)
- Wednesday, July 29, 2026 (K-6 PE) – 9:25 – 11:35 AM; (Presenter Cindy Lederer)
- Wednesday, July 29, 2026 (6-12 PE) – 9:25 – 11:35 AM (Presenter Barbara Aiken)

School District: Tracy Unified School District, Tracy, CA

Contact:

Stephen Theall
Director of Professional Learning & Curriculum
Tracy Unified School District
1875 West Lowell Ave. Tracy, CA 95376
209-830-3232
stheal@tusd.net

Lisa Rodriguez
lrodriguez@tusd.net

Location of Workshops: Kimball HS, 3200 Jaguar Run, Tracy, CA

Presenters:

- Cindy Lederer & Barbara Aiken, Retired California PE Teachers

Number of Participants: 15-20 Grades TK-12 Physical Education Teachers

Cost: Not to exceed \$11,400.00 (see cost breakdown below). This is an all-inclusive price that includes all travel, hotel stays, meals, preparation, stipend, and expenses for 2 presenters in person on the dates and times located above.

Mark Manross Consulting – Onsite Workshops

Cost breakdown:

- Tuesday, July 28, 2026 (K-12 PE) – 8:15 AM – 10:15 AM (Presenter Cindy Lederer and Barbara Aiken): **\$2850**
- Tuesday, July 28, 2026 (K-12 PE) – 10:15 AM – 12:15 PM (Presenter Cindy Lederer and Barbara Aiken): **\$2850**
- Wednesday, July 29, 2026 (K-6 PE) – 9:25 – 11:35 AM; (Presenter Cindy Lederer): **\$2850**
- Wednesday, July 29, 2026 (6-12 PE) – 9:25 – 11:35 AM (Presenter Barbara Aiken): **\$2850**
- **Total cost: \$11,400**

Transportation Details: Cindy and Barb will drive to and from Tracy USD for the workshops and will stay in hotel for one or two nights depending on finalized schedule.

Presenter Bios:



Cindy Lederer and Barbara Aiken

Cindy Lederer and Barbara Aiken retired from The Fairfield Suisun Unified School District in 2017 after teaching in our beloved profession for 37 years. While teaching, our careers paralleled one another. We both taught at all levels, coached various sports, and held numerous leadership positions, i.e., teacher trainer and district coordinator. These experiences propelled us both to become teachers of the year for our prospective schools and district. After retiring, we felt the desire to continue sharing our knowledge, thus forming, "The Dynamic Duo". With this opportunity, we have been able to provide professional development training to numerous school sites and organizations.

Mark Manross Consulting, 2349 Azalea Pointe Court, Leland, NC 28451
Email: mark@peworkshops.com, Phone: 678-764-2536

Mark Manross Consulting – Onsite Workshops

Additional information:

We are both are long time members of the California Association for Health, PE, Recreation and Dance (CAHPERD) (www.cahperd.org) We have presented at numerous CAHPERD State Conferences, Fairfield-Suisun USD Workshops, CAHPERD Bay District and Central District workshops, County Dept of Ed's, Tracy USD, Stockton USD, and Mt. Diablo USD. Cindy was CAHPERD President for 2017-18 and Barbara is presently a teacher trainer for Touro University and was also with CSU East Bay.

Presentation Topics and Agenda:

To be determined

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 Mark Manross Consulting, 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:
Training workshops during Buy Back Day and Pre-Service for K-12 Physical Education teachers

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

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

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

- a. District shall pay \$11,400.00 per FLAT RATE, not to exceed a total of \$11,400.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, 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 07/01/2026 and shall terminate on 06/30/2027.

5. This agreement may be terminated at any time during the term by either party upon 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 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

Business Services Review

Tracy Unified School District

Date

RS 0709

Funding Source

District Office
Site/Department:

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt of Ed Services
DATE: April 21, 2026
SUBJECT: **Approve Subscription Purchase for ELLevation Education Platform for the 2026-2027 School Year**

BACKGROUND: During the 2023–2024 school year, Tracy Unified School District (TUSD) successfully implemented the ELLevation digital platform, a web-based system that integrates with Aeries to centralize English Learner (EL) student data and replace many paper-based processes.

In its first year, ELLevation improved efficiency and collaboration by allowing teachers, administrators, and support staff to participate more easily in student reclassification and monitoring, resulting in clearer communication and more consistent practices across the district. The platform provides convenient access to key assessment data, including ELPAC, SBAC, and FastBridge, alongside EL program information, helping educators make informed instructional decisions for students in all subject areas.

Building on this success, TUSD plans to expand its partnership with ELLevation for the 2026–2027 school year by implementing the ELLevation Benchmark assessment at North Elementary School. North Elementary previously piloted the beginning-of-year benchmark assessment, and the data proved valuable in tracking students’ progress toward reclassification goals while supporting both teacher planning and student readiness for ELPAC assessments.

In addition, the district will continue using ELLevation’s Family Communication feature to digitally send Annual Parent Notification letters via email, eliminating the need for printing and mailing. This transition to digital communication will reduce costs, improve efficiency, and ensure families receive important information in a timely manner.

RATIONALE: At Tracy Unified School District, we are committed to supporting the academic and language development of our Multilingual learners through a supportive, data-driven approach in partnership with Ellevation Education. This collaboration allows the district to closely monitor

student progress and use benchmark assessment data to guide instruction and provide personalized support that recognizes each student's individual learning journey.

By tracking growth and adjusting support as needed, TUSD helps students build strong language skills, gain confidence, and fully participate in all areas of educational experience. This work directly supports TUSD's Local Control and Accountability Plan (LCAP), which emphasizes inclusivity, equity, and academic success for all students while preparing them to be college- and career-ready 21st-century learners.

As the district's English Learner population continues to grow, innovative and research-based solutions are essential to meeting students' unique needs, and Ellevation Education aligns well with these priorities by offering effective tools and strategies that enhance instruction and outcomes.

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

FUNDING: Funding for the Ellevation platform will come from Title 3 funds. TUSD currently has 2,840 English learners and 1,449 Reclassified students that we must monitor for 4 years. The total cost of the Ellevation platform for the 2026-2027 school year to implement the family communication and benchmark platform at North while giving data and monitoring supports to the whole district will come to \$17,287.

RECOMMENDATION: Approve Subscription Purchase for ELlevation Education Platform for the 2026-2027 School Year.

Prepared by: Jose Jimenez, District EL Program Coordinator.

Curriculum Associates, LLC Price Quote - Q-63934

Version: 1

Quote Date: 4/8/2026

Quote Expiration Date: 7/31/2026

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at <https://ellevationeducation.com/platform-legal-notice>.

Company: Curriculum Associates, LLC

Representative: Jeff Jimenez

Email: jeff.jimenez@ellevationeducation.com

Phone: 617-307-5755

Address: 153 Rangeway Road,
North Billerica, MA 01862

Start Date: 7/1/2026

Customer: Tracy Unified School District, CA

Contact Name: Jose Jimenez

Email: jjimenez@tusd.net

Phone: 2093737207

Address: 1875 W Lowell Ave,
Tracy, CA 95376

End Date: 6/30/2027

Subscription Fees

Product	Quantity	Unit Price	Total Fees
Ellevation Pro - Per Campus	1	\$52,604.00	\$52,604.00
Family Communication	2,832	\$3.00	\$8,496.00

Subscription Total: \$61,100.00

Services Fees

Product	Quantity	Unit Price	Total Fees
Per Campus Upgrade Data/Implementation	1	\$350.00	\$350.00

Services Total: \$350.00

Credits

Product	Reason for Credit	Credit Amount
Ellevation Platform	12 month Platform subscription overlap credit	\$44,163.00

Credits Total: \$44,163.00

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: jeff.jimenez@ellevationeducation.com.

Total Investment - Q-63934

Grand Total:	\$17,287.00
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Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: jeff.jimenez@ellevationeducation.com.

Ellevation Pro Core Capabilities

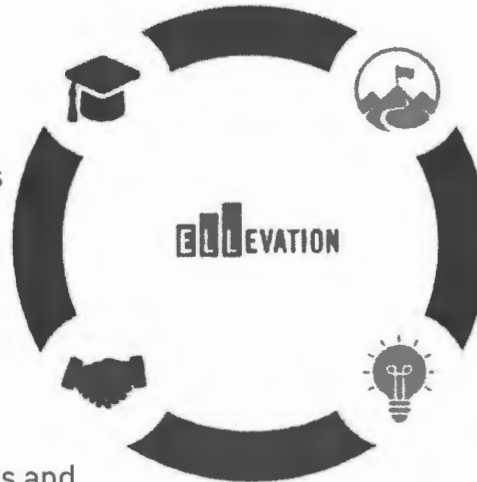
Identification, Placement, and Planning

- Easily identify & place EL students
- Centralized student profiles with assigned supports
- Dynamic lists, cohort filtering, & service tracking
- Configurable progress reports & family letters
- Embedded PLD framework
- ELP, state, district assessment data & course grades in one place

Professional Learning

- Supports to reinforce language routines
- Clear connections between assessment results and instructional next steps
- Activities aligned to research-based instructional frameworks

Comprehensive learning modules and PD tracking are included with the Professional Learning add-on



Measurement and Progress

- Benchmark ELP assessment up to 3x/year
- Flexible administration across all 4 domains
- Automated scoring
- Consortium-aligned proficiency results
- Dynamic dashboards with benchmark insights
- Student goal tracking and progress monitoring

Instruction

- 100+ research-based instructional activities
- Built-in scaffolding & implementation support
- Ready-to-use classroom resources
- Focused, repeatable instructional routines
- Skill-based student grouping (*coming soon*)
- Alignment between skill gaps and targeted activities (*coming soon*)

Impact & outcomes



Identification, placement & planning

- Centralize EL data, student profiles, and program history
- Ensure accurate identification and credible placement
- Streamline documentation and compliance workflows
- Align stakeholders with a trusted system of record



Measurement & progress

- Flexible administration across all 4 language domains & automated scoring
- Consortium-aligned language proficiency results
- Dynamic dashboards with benchmark insights
- Student goal tracking and progress monitoring



Instruction

- Identify precise skill gaps at the domain level
- Group students intentionally for targeted support
- Access ready-to-use instructional routines and activities
- Drive consistent classroom action that accelerates growth
- Data-informed classroom planning supports



Professional Learning

- Reduce administrative burden so teams can focus on student support
- Resources designed to support consistent language routines
- Measurable impact on student outcomes

Comprehensive learning modules and PD tracking are included with the Professional Learning add-on



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 12, 2026
SUBJECT: **Approve Agreement for Special Contract Services with Amplify at Wanda Hirsch Elementary School for the 2026- 2027 School Year**

BACKGROUND: Amplify is a curriculum vendor that also offers intervention materials. The two intervention materials that Hirsch Elementary is interested in are mClass Intervention and mClass DIBELS 8th Edition Assessment System. mClass DIBELS 8 (Dynamic Indicators of Basic Early Literacy Skills) is a universal screening and progress monitoring assessment that Tracy Unified School District already uses for Grade K-2nd. The DIBELS assessment is designed to measure foundational literacy skills. It provides brief, fluency-based measures that are highly predictive of later reading proficiency. The assessment evaluates key skills such as phonemic awareness, phonics, fluency, vocabulary, and comprehension. By administering DIBELS 8 three times a year (beginning, middle, and end), educators can identify students who are at risk for reading difficulties and track the effectiveness of core instruction. mClass Intervention is a research-based, supplemental reading program designed to provide targeted support for students in grades K–6 who have been identified as needing additional assistance. The program offers systematic, explicit instruction in the essential components of reading outlined by the National Reading Panel. It aligns directly with the data from mClass DIBELS assessments, allowing educators to group students based on specific skill deficits and deliver tailored lessons that address those individual needs.

RATIONALE: In updating our Single Plan for Student Achievement for the upcoming 2026-2027 school year, Hirsch Elementary School has identified a significant need in prioritizing Tier I reading instruction and being highly intentional about protecting Tier II & III instructional time while also using Science of Reading aligned assessments and programs. We have identified Amplify mClass Intervention program as a Tier II & III instructional tool to support reading intervention at Hirsch. We plan to have our intervention paraeducators utilize the program with Grades 1-5. In order to target instruction in Grades 1-5, we also need mClass DIBELS assessment system up to Grade 5. Tracy Unified already uses DIBELS for K-2nd universal screening. We are seeking board approval to add licenses to assess our 3rd-5th graders using the same system in addition to district FastBridge assessments as part of our Tier II and Tier III school interventions.

FUNDING: This contract is to be paid with Targeted RS 0709 funds. The contract will not exceed \$5400.

RECOMMENDATION: Approve Agreement for Special Contract Services with Amplify at Wanda Hirsch Elementary School for the 2026- 2027 School Year.

Prepared by: Catey Nasello, Principal, Wanda Hirsh Elementary School.

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
 Brooklyn, NY 11201
 Phone: (800) 823-1969
 Fax: (646) 403-4700

Quote #: Q-744782-1
 PQ #: PQ 260324-517034
 Date: 3/25/2026
 Expires On: 4/24/2026
 Delivery Service Level: Standard

Customer Contact Information

Wanda Hirsch Elementary School

Amplify Contact Information
 Wendy Garcia
 Senior Account Executive
 (510) 368-7666
 wgarcia@amplify.com

mClass D8 Grades 3-5
 mClass Intervention K-5

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS California Grades 3-8 1yr DIBELS 8th Ed Annual Student License - 1yr (2026-2027)	979-8-89580-682-1	165.00	\$9.00	\$0.00	\$1,485.00
mCLASS Intervention - School Site License - 1yr (2026-2027)	978-1-956859-71-3	1.00	\$3,850.00	\$0.00	\$3,850.00
TOTAL				\$0.00	\$5,335.00

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Standard	\$0.00	\$0.00	\$0.00

SUBTOTAL	\$5,335.00
ESTIMATED SALES TAX (10%)	\$0.00
TOTAL DISCOUNT	\$0.00
GRAND TOTAL	\$5,335.00

Notes

Free pilot opp:PQ 260324-517032 to be closed together.

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
 - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
 - For purchases on or after 1/1/26, please visit <http://amplify.com/pd-expirationterms> for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

California Sales Tax

Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support)

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

Amplify Education, Inc.
P.O. Box 392294
Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. **Scope.** These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.
2. **Agreement Acceptance.** This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's [Acceptable Use Policy](https://amplify.com/acceptable-use) available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.
3. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K-12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.
4. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at <https://amplify.com/amplify-program-usage-guidelines/> and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly

authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://www.amplify.com/virtual-patent-marking)). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. **Student Data.** The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. **Customer Materials and Requirements.** Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. **Warranty Disclaimer.** PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. **Limitation of Liability.** TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. **Termination.** Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3-14 will survive the termination of this Agreement.

15.

Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's, or territory's choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 22, 2026
SUBJECT: **Approve Agreement for Leadership Services between Lucca Petrucci and Kimball High School during the 2026-2027 School Year**

BACKGROUND: Kimball High School seeks to partner with nationally recognized motivational speaker and Certified Lightyear Leadership Coach Lucca Petrucci to provide a three-day Leadership Experience for students. This program is designed to build student leadership capacity and foster a strong sense of belonging across campus. Research indicates that when students feel a sense of belonging, their mental well-being, motivation, and academic success improve. The program will serve approximately 50–200 students and includes two interactive workshops, two mentorship sessions, and one follow-up virtual workshop.

RATIONALE: The Leadership Experience directly supports Kimball High School’s mission to create a positive, inclusive, and engaging campus culture. Students will develop communication skills, emotional intelligence, and leadership strategies that promote inclusion and respect. The program emphasizes real-world application through multiple sessions across the school year, ensuring sustained impact on school climate and student engagement. This program aligns with Kimball High School’s Single Plan for Student Achievement (SPSA), specifically, Goal #2: Provide a safe and inclusive learning environment that promotes positive relationships and student well-being. Goal #3: Increase student engagement and leadership opportunities to improve school connectedness and academic outcomes. By fostering belonging, strengthening peer relationships, and empowering student voice, this program supports improved school climate, increased attendance, and enhanced social-emotional learning.

FUNDING: The total cost of the Leadership Experience is \$5,300, which includes \$4,500 for workshops and \$800 for travel and accommodations. Funding will be supported through Kimball High School Title 1 Funding for 2026-2027 School Year.

RECOMMENDATION: Approve Agreement for Leadership Services between Lucca Petrucci and Kimball High School during the 2026-2027 School Year.

Prepared by: Mr. William Maslyar, Principal, Kimball High School.

LEADERSHIP EXPERIENCE PROPOSAL

John C. Kimball High School



Lucca
PETRUCCI

COACHING, CONSULTING & SPEAKING

LEADERSHIP EXPERIENCE OVERVIEW

A strong sense of belonging is not a “nice to have”, it is foundational to student success. Research from Stanford University shows that when students feel they belong, their mental well-being improves, motivation increases, and both personal and collective success strengthen. For many students (especially those from marginalized, targeted, and at-risk populations) school is often the first place where belonging is either nurtured or denied.

This three-day leadership experience delivers a practical, ready-to-implement framework that equips 50–200 students from various backgrounds and experiences to actively shape a campus where every student feels a genuine sense of belonging — strengthening a positive school culture, increasing student engagement, and advancing measurable social, emotional, and academic outcomes across the entire school.

This training will be led by Nationally Recognized Motivational Speaker and Certified Lightyear Leadership Coach Lucca Petrucci, whose work supports schools in creating sustainable, student-driven cultures where authenticity is valued, respect is modeled, and every student feels safe to fully participate and thrive.

The experience includes:

- TWO 2-hr Interactive Leadership Workshops (held on two separate days)
- TWO Lunchtime Hangs & Q&A Sessions with Lucca (following each workshops), providing informal mentorship and deeper application
- ONE Complimentary 1-hr Follow-Up Virtual Workshop, designed to reinforce key workshop strategies, support continued implementation, provide structured reflection and accountability, and strengthen long-term leadership and culture outcomes

Schedule:

- Day 1: August 18
 - 2-hr Workshop focused on The Power of Being Seen: Building Trust Through Compassionate Communication (Workshop description & learning outcomes on page 3)
 - Lunchtime Hang & Q&A
- Day 2: During the week of September 14
 - 2-hr Workshop on Belonging Matters: Creating Safe Spaces Where Everyone Thrives (Workshop description & learning outcomes on page 4)
 - Lunchtime Hang & Q&A
- Day 3: TBD
 - 1-hour Virtual Follow-Up Workshop

This bundled experience provides multiple touch points across three separate dates, ensuring students not only learn leadership skills but actively apply them — resulting in sustained, high-impact growth that strengthens social-emotional development and builds positive school culture across campus.

@lucca_petrucci
luccapetrucci.com
luccapetrucci6@gmail.com



WORKSHOP 1 OVERVIEW

Title: The Power of Being Seen: Build Trust Through Compassionate Communication

This workshop invites participants into a space where being seen, heard, and understood becomes the foundation for both meaningful connection and social-emotional well-being. When students feel safe to express themselves without fear of judgment, stress decreases, confidence increases, and relationships strengthen. Together, we'll explore how trust grows when we listen with intention, speak with honesty, and honor the humanity in the person in front of us. Participants will practice compassionate listening, authentic expression, and meaningful affirmation — learning how to validate others in ways that support emotional safety, reduce defensiveness, and increase mutual respect.

Through storytelling, interactive activities and guided reflection, participants will build self-awareness, emotional regulation skills, and relational confidence. They will experience what it means to move beyond surface-level conversation into authentic connection that strengthens both individual well-being and group cohesion.

Students Will Walk Away With:

#1 A 5-Step Heart-Led Communication Toolkit

Participants will gain a practical framework for communicating with empathy, curiosity, and clarity — helping them navigate conflict, reduce misunderstandings, and respond thoughtfully rather than react emotionally. This toolkit strengthens emotional intelligence and promotes healthier peer interactions.

#2 The Skill of Holding Space with Presence

Participants will learn how to regulate their own reactions and create psychological safety for others. They will practice what it means to speak vulnerably when it's their turn and to listen without interruption, judgment, or the need to fix. By experiencing the power of full presence, students strengthen trust and decrease social anxiety within group settings.

#3 Skills in Affirmation & Validation

Participants will learn how intentional affirmation reinforces self-worth and emotional resilience. By acknowledging others for who they are and what they bring, students contribute to a culture that supports mental well-being and reduces isolation.

#4 Confidence in Sharing Their Voice

Participants will build the courage and clarity to share their perspectives openly. As they strengthen self-trust and communication skills, they increase their sense of agency and belonging — contributing to healthier dialogue, stronger relationships, and a more supportive campus environment.

@lucca_petrucchi
luccapetrucchi.com
luccapetrucchi6@gmail.com



WORKSHOP 2 OVERVIEW

Title: Belonging Matters: Creating Safe Spaces Where Everyone Thrives

At our core, every person needs two things: to be true to who they are and to feel like they belong. When students feel seen, heard, and valued, they don't just participate, they contribute. They engage, take ownership, and actively shape the culture around them. Belonging is the foundation of positive school culture. When students believe they matter, they are more likely to collaborate respectfully, take responsibility for their actions, and uphold shared expectations across campus.

This workshop provides a practical, student-centered framework for building a campus culture rooted in respect, accountability, and full participation. Through guided reflection and interactive leadership exercises, participants will explore how daily behaviors and leadership choices directly influence school climate and learn strategies to intentionally cultivate connection, responsibility, and collective pride. When belonging becomes embedded in the culture, engagement rises, behavior improves, and the entire campus benefits.

Students Will Walk Away With:

#1 A Shared Vision for Positive School Culture

Participants will develop a clear, collective understanding of what belonging looks like in action and how it directly shapes school climate, student engagement, and overall campus morale.

#2 Practical Strategies for Building Safe, Supportive Environments

Participants will gain concrete, repeatable strategies for creating spaces where students feel respected, supported, and motivated to contribute — strengthening culture across classrooms, teams, and campus activities.

#3 Leadership Practices That Shape Campus Climate

Participants will recognize how everyday actions (words, tone, inclusion, follow-through) either strengthen or weaken school culture, and leave with specific behaviors they can implement immediately.

#4 The Confidence to Model Belonging

Participants will strengthen their ability to lead with authenticity while reinforcing a culture where participation, responsibility, and mutual respect are the norm.

@lucca_petrucchi
luccapetrucchi.com
luccapetrucchi6@gmail.com



LEADERSHIP EXPERIENCE INVESTMENT

The total investment for the three-day leadership experience is \$4,500 plus travel and hotel accommodations of \$800 — totaling \$5,300.

This investment includes:

#1 TWO 2-Hour Interactive Leadership Workshops for 50 to 200 students

- Workshop 1: \$2,000
- Workshop 2: \$2,000

#2 TWO Lunchtime Hangs & Q&A Sessions with Lucca

One each day to deepen reflection, mentorship, and real-world application — strengthening student ownership of campus culture

- Q&A Session 1: \$250
- Q&A Session 2: \$250

#3 ONE Complimentary 60-Minute Follow-Up Virtual Workshop

Designed to reinforce key workshop strategies, support continued implementation, provide structured reflection and accountability, and strengthen long-term leadership and culture outcomes

This bundled experience provides multiple touch points across three separate dates, ensuring students not only learn leadership skills but actively apply them — resulting in sustained, high-impact growth that strengthens social-emotional development and builds positive school culture across campus.

Travel & Accommodations Cost Breakdown

Trip 1 (August 18)

- Round-trip flight (LAX ↔ SMF): \$250
- Hotel (1 night): \$150
- Trip 1 Travel Total: \$400

Trip 2 (Week of September 14)

- Round-trip flight (LAX ↔ SMF): \$250
- Hotel (1 night): \$150
- Trip 2 Travel Total: \$400

Estimated Travel Total (2 trips)

- Flights (2 round trips): \$500
- Hotels (2 nights): \$300
- Total Estimated Travel Budget: \$800

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luccapetrucchi6@gmail.com



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 Leadership Experience With Lucca Petrucci, 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:
2 Interactive leadership workshops and 1 virtual workshop.

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 3 workshops (3) DAYS , under the terms of this agreement at the following location Kimball High School
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 5,300.00 per FLAT RATE , not to exceed a total of \$ 5,300.00 . Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
 - c. District shall make payment on a MONTHLY PROGRESS BASIS and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, 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 08/18/2026 , and shall terminate on 05/27/2027 .

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Amanda Bowman, at 209-832-6600 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors 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 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:

Luca Petrucci

Contractor Signature _____ 04/22/2026

National Motivational Speaker & Leadership Consultant
Title _____

Business Services Review Yes

Tracy Unified School District _____

Date _____

Kimball High School Title 1 Funding 2026-2027
Funding Source _____

Kimball High
Site/Department: _____

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 12, 2026
SUBJECT: **Approve Agreement for Contract Services between Boys and Girls Club of Tracy and McKinley Elementary School for the 2026-27 School Year**

BACKGROUND: The Boys and Girls Clubs of Tracy has been providing after school services in the community at school sites for over 20 years. McKinley Elementary School is identified as an area of need due to our low-income families. The Boys and Girls Club has been operating after-school services at McKinley Elementary School for several years. McKinley Elementary School staff would like to continue our association with the Boys and Girls Club at McKinley Elementary School as they provide after school services and services during lunch recess that the regular school program cannot, specifically academic tutoring, extracurricular reading programs, and school wide sport participation.

RATIONALE: Students need a safe place to go and positive activities to associate with academic success. McKinley Elementary School's partnership with the Boys and Girls Club provides a wealth of during and after school activities that are positive, academically enriching, team building, and community oriented. This supports District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers, and District Strategic Goal 2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: Boys and Girls Club of Tracy will be paid \$10,800, funded through Supplemental funds.

RECOMMENDATION: Approve Agreement for Contract Services between Boys and Girls Club of Tracy and McKinley Elementary School for the 2026-27 School Year.

PREPARED BY: Shannon Bancroft, Principal, McKinley Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

- 1. Contractor shall perform the following duties: Provide activities, tutoring, reading, structured activities and mentoring programs for all students. Supplies for these programs are also needed. In addition to the afterschool program, the Boys and Girls Club will have 3 staff members providing structured activities during lunch recess five days per week.

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

- 2. Contractor will provide the above services(s), as outlined in Paragraph 1. for a period of up to a total of 5 days/week during lunch () [] HOURS [X] DAYS, under the terms of this agreement at the following location McKinley Elementary.

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

- a. District shall pay \$10,800 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$10,800. 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 [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

- 4. The terms of the agreement shall commence on August 3, 2026, and shall terminate on May 27, 2027.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Shannon Bancroft, at (209) 830-3319 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** **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:

DocuSigned by:

Kelley Wilson

CEO

Contract ID Number
68-0028682

Title

Tracy Unified School District

IRS Identification Number
4/14/26

Date

Title
CEO

Account Number to be Charged

Address
753 W. Lowell Ave., Tracy, CA 95377

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 20, 2026
SUBJECT: **Approve Agreement for Special Contract Services with San Joaquin County Office of Education to Provide Mathematics Training and Support During the 2026-27 School Year**

BACKGROUND: San Joaquin Office of Education has provided numerous professional development sessions to our teachers during in prior years designed to educate staff on effective teaching practices, curriculum utilization, and methods of assessment. This support has included training for middle school and high school mathematics teachers.

RATIONALE: San Joaquin County Office of Education will provide support and professional development on updated state math frameworks to the Tracy Unified 7th – 12th grade Math Task Force, a collection of teachers and administrators from various sites collaborating on curriculum, instruction, materials, and assessment for middle school and high school mathematics. These services directly align to LCAP Goal #1 by supporting high-quality instruction and systems that improve academic outcomes for all students, including completion of A-G high school coursework designed to prepare for college admission.

FUNDING: The cost for this training and support is not to exceed \$10,500 and will be paid by RS 0709 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Office of Education to Provide Mathematics Training and Support During the 2026-2027 School Year.

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



MEMORANDUM OF UNDERSTANDING

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION
and
TRACY UNIFIED SCHOOL DISTRICT**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Tracy Unified School District, hereinafter referred to as "TUSD," is to provide professional learning for the 2026-2027 school year focused on collectively address common issues regarding curriculum, assessment, instruction, and achievement and formally include teachers in providing input and decision making process in 6-12 mathematics.

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

I. SCOPE OF WORK

a. SJCOE Math Department will provide the following services:

Specific Days and Times:

Date(s)	Location(s)	Topic	# of PD Days	Total Cost
September 11, 2026 October 16, 2026 December 4, 2026 January 8, 2027 March 19, 2027 April 16, 2027	TUSD	Professional Learning Days with half-day prep at \$2,100 per day	5	\$10,500.00
Total Cost				\$10,500.00

II. TERMS OF AGREEMENT

a. This agreement will be in effect from July 1, 2026 – June 30, 2027.

III. COMPENSATION

a. Professional learning costs (which include preparation, travel, and materials).

i. TUSD will pay SJCOE in the amount of \$10,500.00 within thirty (30) days of receipt of the invoice from SJCOE.

IV. CHANGES TO THE MEMORANDUM

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

V. CERTIFICATION OF NON-EMPLOYEE STATUS:



- a. SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as employee of TUSD. TUSD agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents, and employees of SJCOE against any and all claims, which may result from this agreement.
- b. San Joaquin County Office of Education agrees to make no claim against TUSD for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that SJCOE is not entitled to any such benefits.

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

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

Are you or any of your employees a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) member? •Yes •No
 If yes, which system? (CalPERS) (CalSTRS)

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

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

VI. SIGNATURES OF AUTHORIZED REPRESENTATIVES

SAN JOAQUIN COUNTY OFFICE OF EDUCATION

TRACY UNIFIED SCHOOL DISTRICT

 Delgel Pabalan, Director of STEM Services

 Tania Salinas, Associate Superintendent of Business

 Date

 Date

 Anthony Flores, Div. Director of Operations

 Date

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 San Joaquin County Office of Education, 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:
Mathematics training and support for 7th - 12th grade Math Task Force teachers and administrators.

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 FIVE (5) DAYS , under the terms of this agreement at the following location Tracy Unified School District Professional Learning.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$10,500.00 per FLAT RATE , not to exceed a total of \$10,500.00 . Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
 - c. District shall make payment on a SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, 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 07/01/2026, and shall terminate on 06/30/2027.

5. This agreement may be terminated at any time during the term by either party upon 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 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

Business Services Review

Tracy Unified School District

Date

RS 0709

Funding Source

District Office
Site/Department:

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 17, 2026
SUBJECT: **Approve Agreement for Special Contract Services with San Joaquin County Office of Education for Professional Development During the 2026-2027 School Year**

BACKGROUND: San Joaquin Office of Education has provided numerous professional development sessions to our teachers during District Buy Back Days and Pre-Service during the school year in prior years designed to educate staff on effective teaching practices, curriculum utilization, and methods of assessment.

RATIONALE: The San Joaquin County Office Education team will provide professional development during District Buy Back Day and Pre-Service. The sessions offered will include inclusive learning environments, Universal Design for Learning. This request meets district goal #1: prepare all students for college and careers and ensure all student meet grade level standards using accelerated learning and tiered supports.

FUNDING: The cost for this training and support is not to exceed \$7,400 and will be paid by RS 0709 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Office of Education for Professional Development During the 2026-2027 School Year.

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



MEMORANDUM OF UNDERSTANDING

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION
 and
 TRACY UNIFIED SCHOOL DISTRICT**

This Agreement by and between the San Joaquin County Office of Education’s Continuous Improvement and Support Department, hereinafter referred to as "CIS," and Tracy Unified School District hereinafter referred to as "TUSD," is to provide professional development for the 2026 teacher Buy Back Day.

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

I. SCOPE OF WORK

- a. SJCOE’s Continuous Improvement and Support Department will develop and facilitate five two-hour workshops for teachers provided twice, for July 28 Buy Back Day, and one two-hour session provided once at July 29 Preservice Day. Fees include preparation/development, materials, and travel:

Date	Time	Sessions	Location	Fees
July 28, 2026	8:00 - 12:30	Five two-hour sessions provided twice aligned to the theme: <i>Universal Design for Learning - Mindset and Practices</i>	Kimball HS	\$1600 per session ($\1600×5 sessions = \$6400)
July 29, 2026	2 hours	Customized, two-hour session provided by SJCOE’s UDL Implementation Specialist	TBD	\$1000
			Total	\$7400

II. TERMS OF AGREEMENT

- a. This agreement will be in effect from July 1, 2026 – July 31, 2026.

III. COMPENSATION



- a. Professional learning costs (which include preparation, travel, and materials).
 - i. TUSD will pay CIS in the amount of \$7400 within thirty (30) days of receipt of the invoice from SJCOE.

IV. CHANGES TO THE MEMORANDUM

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

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

- a. SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as an employee of Tracy Unified School District (TUSD). TUSD agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents, and employees of SJCOE against any and all claims, which may result from this agreement.
- b. San Joaquin County Office of Education agrees to make no claim against TUSD for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that SJCOE is not entitled to any such benefits.

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

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

Are you or any of your employees a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) member?
If yes, which system? (CalPERS) (CalSTRS) •Yes •No

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

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

VI. SIGNATURES OF AUTHORIZED REPRESENTATIVES

SAN JOAQUIN COUNTY OFFICE OF EDUCATION

TRACY UNIFIED SCHOOL DISTRICT

Sally Glusing, Division Director
Continuous Improvement and Support

Tania Salinas, Associate Superintendent
Business Services



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

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

Date

Date

Anthony Flores, Division Director
Operations

Date

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 San Joaquin County Office of Education, 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:
Buy Back Day and Pre-Service Training for certificated and classified staff.

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 two (2) DAYS , under the terms of this agreement at the following location Kimball High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 7,400.00 per FLAT RATE , not to exceed a total of \$ 7,400.00 . Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
 - c. District shall make payment on a SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, 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 05/13/2026 , and shall terminate on 06/30/2027 .

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

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

Business Services Review

Tracy Unified School District

Date

RS 0709

Funding Source

District Office
Site/Department:

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt. of Ed Services
DATE: April 15, 2026
SUBJECT: **Approve Agreement for Special Contract Services between Core Learning and Special Education to Provide an 8-Day Training for the 2026-2027 School Year**

BACKGROUND: Core Learning is engaged in partnering and collaborating with educators to strengthen the foundations of teaching and learning. The training will be focused on structured literacy.

RATIONALE: Core Learning will be providing an 8-day training including materials and resource books for about 20-50 middle school and high school Teachers.

FUNDING: Expenses for 2026-2027 school related expenses will not exceed \$41,189.44. Special Education contract expenses are funded through 602 funding for Special Education and are budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services between Core Learning and Special Education to Provide an 8-Day Training for the 2026-2027 School Year.

Prepared by: Jason Davis, Director of Special Education.



Quote

Scope of Work #R27-025

Tracy Unified School District

Contact: Julie Wimberley
 Title: Interim Program Administrator Special Education
 Mailing Address: 1975 W. Lowell Avenue, Tracy, CA 95376
 Phone:
 Email Address: jwimberley@tusd.net

Services Description

Start Date: July 1, 2026

End Date: November 30, 2026

Item	Service/Material Name	Quantity	Price Per Item	Total
In-Person - Full Day (25+ days)	Adolescent Literacy Solutions: Comprehension; MWR (Decoding); Fluency; Vocabulary Cohort 1	4	\$4,300.00	\$17,200.00
In-Person - Full Day (25+ days)	Adolescent Literacy Solutions: Comprehension; MWR (Decoding); Fluency; Vocabulary Cohort 2	4	\$4,300.00	\$17,200.00
Teaching Reading Sourcebook + Assessing Reading Multiple Measures -- with training	Adolescent Literacy Solutions Training Materials	20	\$120.00	\$2,400.00
Participant Resource Guide (PRG) - 2 Days	Adolescent Literacy Solutions: MWR (Decoding) & Fluency Training Materials	20	\$50.00	\$1,000.00
Participant Resource Guide (PRG) - 2 Days	Adolescent Literacy Solutions: Comprehension & Vocabulary Training Materials	44	\$50.00	\$2,200.00
Shipping				\$672.00
Sales Tax				\$517.44
Project Total				\$41,189.44



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.

CORE Service Descriptions

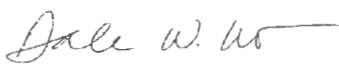
Invoicing

All invoices are payable within 30 days of receipt by Client. Please email purchase orders to purchases@corelearn.com.

Note: For all 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.

CORE	CLIENT
Signature: 	Signature:
Name: Dale Webster	Name:
Title: President	Title:
Date: 3/30/2025	Date:



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 15, 2026
SUBJECT: **Approve Agreement between Pyramid Education Consultants and Special Education for Training and Support for the 2026-2027 School Year**

BACKGROUND: Tracy Unified School District (TUSD) provides Specialized Academic Instruction and evidence-based interventions for students with Autism. Providing support to our students with Autism in the school setting is necessary for students to access and in order to be academically successful.

RATIONALE: Pyramid Educational Consultants provides training and consultation in the areas of classroom structure, behavioral support, and functional communication.

FUNDING: Expenses for 2026-2027 regular school year and related services will not exceed \$20,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement between Pyramid Education Consultants and Special Education for Training and Support for the 2026-2027 School Year.

Prepared by: Jason Davis, Director of Special Education.

MEMORANDUM OF AGREEMENT BETWEEN PYRAMID EDUCATIONAL CONSULTANTS, LLC. AND TRACY USD

DATE	SERVICE	PRESENTER	PRESENTER FEES	ESTIMATED EXPENSES	
				TRAVEL	LODGING
July 14, 2026	Pyramid Approach to Education	Anne K. Overcash, M.Ed.	\$3,250.00	\$900.00	\$165.00
July 15, 2026			\$3,250.00	N/A	\$165.00
TBD	Pyramid Approach to Education	TBD	\$3,250.00	\$900.00	\$165.00
TBD			\$3,250.00	N/A	\$165.00
WORKSHOP		REQUIRED PRODUCTS	PRICE PER UNIT		
Pyramid Approach to Education		Pre-Bound Handout Packets	\$8.00 per participant		
		Pyramid Approach to Education, 2nd Edition	\$45.00 per participant		
A 15% shipping/handling fee will be added to the total amount of required materials ordered for your workshop					
ASHA CEUs	If you elect to obtain American Speech-Language-Hearing Association Continuing Education Units (ASHA CEUs) for your organization's members, the following fee will be assessed.			\$325.00 per year	

Please check the box if your district and or organization will require ASHA CEUs

ASHA CEUS AND COURSE CREDIT

The client is required to submit and pay for any credits offered to the participants. Pyramid Educational Consultants does not automatically register client-hosted workshops for ASHA Credits, teacher credits, or any other organizational credits. We do offer an option to register the course with ASHA to allow participants to receive credit, however the client must contact the Pyramid ASHA Administrator, David Battista, 45 days prior to the service start date in order to be eligible for submission. ASHA CEUs may not be acquired after the workshop start date. The ASHA CEU fee will only be charged once per calendar year for each client, regardless of the amount of trainings the client holds. Please confirm ASHA CEUs by checking the above box on this document and we will send the necessary ASHA CEU documentation. Any promotional materials which includes ASHA CEU offering information must be approved by Pyramid Educational Consultants before distributing.

ESTIMATED TRAVEL AND LODGING COSTS

The client is responsible for the actual travel costs. If travel and lodging costs are concerns of the client, then it is the client's responsibility to ascertain, to the best of their ability, what those costs will total. Any travel or lodging costs provided are estimates, provided as a courtesy to our clients. The actual cost of these items may vary substantially from our estimates. The client will be billed for our actual costs.

TRAVEL

In the past, Pyramid has tried to accommodate the travel policies that many of our clients had in place. However, this is no longer the case; experience has taught us that many of our clients' travel policies do not reflect the realities of the kinds of travel that we do. Our consultants travel a lot. They are usually on a tight schedule, leaving one client and traveling to another. Dealing with traffic jams, delayed trains, and cancelled flights is a part of their everyday life. In order to keep all their commitments, it is crucial that they handle all of their own travel and lodging arrangements.

Therefore, our consultants will choose, book, confirm, and pay for all of their own travel and lodging. Travel includes, but may not be limited to, airfares, train fares, rental cars, cabs, airport shuttle buses, and parking fees. Lodging shall be in a standard, business-class hotel, the price of which varies by location. Examples include, but may not be limited to, Hampton Inn, Courtyard by Marriott, Residence Inn, and Embassy Suites.

EXCHANGE OF CONTRACTS

We are often asked to exchange contracts with a client. They sign ours; we sign theirs. Sometimes the contracts have conflicting provisions that are easily resolved. However, sometimes the provisions in conflict involve our Cancellations or Travel clause. We will not modify or waive either clause

PAYMENT

We will bill you for all services and any associated materials and expenses after services are rendered. Payment, in full, is due 30 days after the receipt of this bill. Interest will accrue at the rate of 1% per month on balances that remain outstanding after 30 days. All funds are to be paid in U.S. Dollars.

_____ CLIENT INITIALS

PREPAYMENT OPTION

We offer a 5% discount for prepaying consulting/training presenter fees. If you fill out the "Prepayment Invoice" section of this contract, we will send you an invoice for the fees and estimated expenses immediately after you return this document. You may prepay for your entire workshop and gain this 5% discount based on the generated invoice. After services are rendered, we will refund any overpayment (or bill you for the balance of any underpayment) that differs from the estimated expenses.

Prepayments must be made in full; no discount will be given for any partial prepayments. In either case we will provide you with copies of the documents that support our actual expenses. In no case will we provide any additional invoices, credit memos, or other documentation unless it is to correct an error. Prepayments must be received at Pyramid Educational Consultants, 350 Churchmans Road, Suite B, New Castle, DE 19720 (not just mailed, sent, postmarked, etc.) three business days before services commence.

CANCELLATIONS

If the client cancels, for any reason, the client is liable for the entire service fee (presenter fees) and any costs incurred (such as airline tickets) as of the date of cancellation. If Pyramid is able to re-book the date(s) with another client and re-use airline tickets, hotel reservations, etc. the canceling client will be liable only for any difference in service fees and any costs that could not be transferred to the new client.

GROUP SIZE

The maximum size for the Pyramid Approach to Education Training is 40 people. You may not exceed this number without explicit permission to do so.

PRESENTERS/CONSULTANTS

In some cases, it may be necessary to switch presenters or consultants, due to illness, transportation delays, or cancellations. If this is the case, you will be notified as soon as possible. You will not be charged the difference if a more costly presenter/consultant is substituted. You will be credited the difference if a less costly presenter/consultant is substituted.

CONTACT TIME

The Pyramid Approach to Education Training requires a total of 13 hours of contact time; this does not include lunch or breaks. The workshop may not be scheduled to start earlier than 7:00 am or end later than 4:00 pm local time. Participants not receiving the entire 13 hours of contact time shall not receive a Certificate of Completion.

FACILITATOR

The Client is responsible for assuring that a facilitator is present for the duration of the workshop. The facilitator must ensure that all audiovisual equipment is set up properly and ready to use, facilitating the sign in and registration process.

ROOM SET UP

We require classroom style seating for all participants, which include table/desk area for writing and ample space for presenters to observe and make recommendations to all participants. Two chairs and two flat worktables approximately 6 feet long, 3 feet wide, and 2.5 feet high are needed in the front of the room for presenter materials. Additional audio-visual equipment is required which is specified below.

AUDIO VISUAL EQUIPMENT

Historically audiovisual equipment has been a key cause of presentation delays, which can result in participants not receiving the complete course and/or credit for the course. The equipment below is absolutely necessary and must be available and set up for the presenters by 7:15 A.M. each morning. It is highly suggested to have technical support available throughout the day in case of technical difficulties, which can subsequently delay a portion of the training. We have included a form in your contract package, which outlines the necessary audiovisual equipment and helpful notes. Please feel free to contact our office if you have any questions regarding the equipment below. Unless otherwise agreed and noted, the client provides, at their expense:

- LCD projector with cables that connect to our computers
- Large Overhead screen which can easily be seen by the entire audience
- Cordless lapel microphones, one for each presenter, that can be used simultaneously
- Mixer and Sound system (amplifier and speakers) capable of interfacing with all of the above

EVALUATIONS

We ask all clients/workshop attendees to complete an evaluation form for our services. In addition to, but not as a substitute for this, clients may ask that their own evaluation form be completed.

PARTICIPANT CERTIFICATES

Pyramid will provide preprinted certificates of attendance 14 calendar days prior to the scheduled workshop start date. The client is responsible for distributing a certificate to each participant. Please note that participants who have missed more than a small amount of the workshop or who leave early are not entitled to receive a certificate. It is the client's responsibility to ensure compliance with this requirement.

CLIENT INITIALS

Pyramid Educational Consultants

The source for services designed to enhance the lives of children and adults with autism and related developmental disabilities

TRAINING MANUALS AND COURSE MATERIALS*

Pyramid Approach 2nd Edition and Pre-Bound Handout Packets are a required component for each participant of our Pyramid Approach to Education Training. The cost of this is not included in our service fee. Our Pyramid Approach book sells for \$45.00 per manual, plus a 15% shipping/handling charge. The Pre-Bound Handout Packets sell for \$8.00 each, plus a 15% shipping/handling charge. The client makes them available to workshop attendees. The client is responsible for distribution of the manuals and handout packets and may charge whatever, if anything, it wishes. If the client has leftover, sealed manuals and/or pre-bound handout packets in good condition, they may be returned (clients pays shipping) for a full refund provided that we receive them undamaged, within 30 days of the workshop date.

We need to know the number of manuals and handout packets to be shipped for our presentation at least three weeks in advance of the service start date. Our presenters do not bring books or handout packets with them to workshops. We realize that some attendees will already have a Pyramid Approach book. We also realize that many people register for workshop at the "last minute." This can make it difficult for our clients to accurately estimate the number of manuals and handout packets needed. Many clients tend to under order books and handout packets, hoping to avoid the costs involved in returning unused materials. However, it is much less expensive to over order and return materials at "normal" shipping rates than it is to have a few materials shipped at next-day or two-day air rates in an effort to precisely match the number of manuals with the number of attendees. Please think about this carefully before placing your order.

Pyramid will also provide the client with course materials AKA "goody bags". We will ship the same number of "goody bags" as handouts. Please ensure these materials are distributed to participants at the start of the workshop.

OPEN WORKSHOPS

The client may decide whether the scheduled workshop will be open to the public. The client may decide what is charged for each participant registration and is solely required to create all marketing materials and advertise the scheduled training. We will provide the necessary training/workshop content to be included in the client's brochure. Pyramid requires a copy of the client brochure prior to distribution. Clients may request the scheduled workshop to be added to the Pyramid website for visitors to view. There is no additional charge for this. Please see the website submission form in your contract package.

OUT OF COUNTRY DOCUMENTS

Any document(s), other than a U.S. passport, and any fees required to enter and/or provide services in the client's country are the responsibility of the client. The client must provide us with all information regarding such requirements by the due date for the completion and return of this contract.

PYRAMID EDUCATIONAL CONSULTANTS, LLC. STATEMENT

Pyramid Educational Consultants, LLC. seminars may not be recorded or transcribed in whole or part under any circumstances. Signing this contract constitutes your agreement that the presentation will not be recorded or transcribed.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

_____		<i>David Battista</i>	4/2/26
CLIENT SIGNATURE	DATE	David Battista, DIRECTOR OF OPERATIONS	DATE
		PYRAMID EDUCATIONAL CONSULTANTS, LLC.	

CLIENT NAME



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 17, 2026
SUBJECT: **Approve Agreement for Special Contract Services with Great Minds PBC to Provide Mathematics Training and Support During the 2026-27 School Year**

BACKGROUND: Great Minds is a public benefit corporation that provides curriculum-aligned professional learning and implementation support to school districts to strengthen instructional practice and improve student outcomes. Through research-informed, job-embedded professional learning, Great Minds PBC partners with districts to build educator and leader capacity for high-quality curriculum implementation. Their professional learning services are designed to support sustained instructional improvement by aligning leadership development, teacher learning, and strategic planning to district goals, rather than one-time training events.

RATIONALE: Great Minds will facilitate a teacher kickoff during Pre-Service for 7th–12th grade mathematics and aligned to the Universal Design for Learning framework, six in-person strategic advisement sessions, and ongoing monthly virtual check-ins to support the development and execution of a district mathematics strategic plan. This work will strengthen leadership capacity, instructional coherence, and implementation of effective instructional routines, while providing written recommendations and strategy documents to guide continuous improvement. These services directly align to LCAP Goal #1 by supporting high-quality instruction and systems that improve academic outcomes for all students.

FUNDING: The cost for this training and support is not to exceed \$74,100 and will be paid by Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Great Minds PBC to Provide Mathematics Training and Support During the 2026-27 School Year.

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

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into as of the date of last signature below by and between Great Minds PBC, a Delaware public benefit corporation with offices located at 55 M St SE, Washington, DC 20003 Suite 301 ("Great Minds"), and Tracy Unified School District, located at 1875 W Lowell Ave, Tracy, CA 95376 ("Customer").

1. Effective Date and Term

This Agreement shall become effective upon the date of last signature below and shall remain in effect until all Services have been completed, unless terminated earlier in accordance with this Agreement.

2. Services

Great Minds shall provide professional development services related to a Custom UDL Instructional Plan for multiple grade levels.

The Services shall include:

- Custom UDL Instructional Plan
- One add-on session for the Custom UDL Instructional Plan
- Preparation, facilitation, and delivery of professional development sessions by Great Minds personnel
- Related planning, coordination, and support reasonably necessary to perform the Services

3. Fees and Payment

Customer shall pay Great Minds a total amount of \$74,100.00 for the Services.

4. Scheduling and Customer Responsibilities

The parties shall mutually agree upon the dates, times, format, and location of the Services.

Customer shall provide timely access to facilities, technology, and personnel as reasonably required for delivery of the Services.

5. Cancellation and Rescheduling

Customer may request to reschedule Services by providing reasonable advance written notice to Great Minds. If Customer cancels Services after Great Minds has incurred

preparation, travel, staffing, or related costs, Customer shall remain responsible for reimbursing such non-cancellable costs.

6. Independent Contractor

Great Minds is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between the parties.

7. Limitation of Liability

To the fullest extent permitted by law, neither party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement.

8. Governing Law

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

9. Entire Agreement

This Agreement, together with any exhibits and documents incorporated by reference, constitutes the entire agreement between the parties.

10. Incorporated Quote

The parties acknowledge and agree that Great Minds Quote Number 00534730, dated March 31, 2026, is incorporated into this Agreement by reference. The quote includes a Custom UDL Instructional Plan and one add-on session for a total fee of \$74,100.00.

Exhibit A - Services and Pricing

Service Description	ISBN	Quantity	Unit Price	Total Price
Custom: UDL Instructional Plan	GM-03574	1	\$70,200.00	\$70,200.00
Custom: UDL Instructional Plan (add-on session)	GM-03574	1	\$3,900.00	\$3,900.00
Total				\$74,100.00

Signature Page

GREAT MINDS PBC

By: _____

Name: _____

Title: _____

Date: _____

TRACY UNIFIED SCHOOL DISTRICT

By: _____

Name: Zachary Boswell

Title: _____

Date: _____



every child
is capable of

Great Minds Quote

Date March 31, 2026
 Expiration Date May 20, 2026
 Prepared By Anna Miller
 Email anna.miller@greatminds.org

Quote Number 00534730
 Contact Name Zachary Boswell
 Phone (209) 830-3380
 Email zboswell@tusd.net

Bill to Name Zachary Boswell
 Bill To 1875 W Lowell Ave
 Tracy, CA 95376

Ship to Name Zachary Boswell
 Ship To 1875 W Lowell Ave
 Tracy, CA 95376

End User Tracy Unified School District

Make Payment to:
 Great Minds PBC Tax ID: 84-3785772
Mail payment to:
 Great Minds PBC
 P.O. Box 200283
 Pittsburgh, PA 15251-0283

Phone: 202.223.1854
Email: ordertracking@greatminds.org

Wire/ACH Silicon Valley Bank Beneficiary: Great Minds PBC
 ABA #121140399 – Account #3303446795 Intl: SWIFT SVBKUS6S
 Please email all remittance information to payments@greatminds.org.

PD - Services	ISBN	Quantity	List Price	Total Price
Grade Multiple				
Custom: UDL Instructional Plan	GM-03574	1.00	\$3,900.00	\$70,200.00
Custom: UDL Instructional Plan (add-on session)	GM-03574	1.00	\$3,900.00	\$3,900.00

Services	\$74,100.00
Solution Subtotal	\$74,100.00
Shipping and Handling	\$0.00
*Pre-Tax Solution Total	\$74,100.00
Estimated Sales Tax	\$0.00
Estimated S&H Tax	\$0.00
Total Solution:	\$74,100.00

This Quote is governed by the Terms and Conditions at <https://greatminds.org/customer-quote-terms> which are hereby incorporated by reference as if fully set forth herein.

**The estimated tax amounts provided in this quote are based on the state and local tax rates applicable at the time of quotation. These rates are subject to change by relevant tax authorities. The final tax amount on the invoice will reflect the applicable rates at the time of invoicing. If Customer is tax-exempt, valid exemption documentation must be provided prior to invoicing in order for the exemption to be applied.*



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 29, 2026
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RESIGNATIONS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Strong, Jennifer Head Counselor	KHS	07/31/2026	Personal

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Hypolite, LaTasha Teacher	NES	06/30/2026	Accepted Position
Milano, Natalie Teacher	SWP	07/02/2026	Personal
Singh, Gurpreet Teacher	KHS	04/07/2026 **Amended date**	Personal

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Diaz Gonzalez, Nayely Bilingual Para Educator I	PES	5/29/2026	Personal
Hermosillo, Maria Utility Person II	MOT	6/30/2026	Accepted Position
Maas, Grace School Site Business Manager	KHS	5/4/26	Accepted Position
Mudda, Archana Special Education Para Educator	JES	5/6/2026	Accepted Position
Pante, Flordeliza SPED Para Community Day Program	TYAP	4/26/2026	Accepted Position
Raya-Paderes, Tyana IEP Para Educator I	THS	6/1/2026	Personal
Rivas, Cynthia IEP Para Educator I	BES	4/22/2026	Personal

BACKGROUND:**CERTIFICATED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Azevedo, Jolene Teacher	MVMS	05/29/2026	Retirement
Bartschi, Diana Teacher	TISCS	05/29/2026	Retirement
Cordisco, Monica Teacher	WMS	07/02/2026	Retirement

BACKGROUND:**CLASSIFIED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Arellano, Arlene Bus Driver/Grounds/Custodian	MOT	7/1/2026	Retirement

Enzaldo, Nancy FES 5/29/2026 Retirement
Special Education Para Educator

Watkins, Collen JES 5/29/2026 Retirement
Para Educator I

BACKGROUND:

COACH RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bowie, Gregory Girls' Varsity Basketball	KHS	3/16/26	Personal
Speer, Kevin Varsity Football Assistant	THS	4/27/26	Personal

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

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



HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 29, 2026
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Brown, Nathan

Hack, Sylvia

Hypolite, LaTasha

Smith, Alexandria

CERTIFICATED

Tracy High School
Social Science (Replacement)
Class VI, Step "B" 5 - \$86,113.00
Fund: General

Monte Vista Middle School
Mathematics (Replacement)
Class IV, Step "A" 1 - \$67,550.00
Fund: General

DEC/Professional Learning & Curriculum
Curriculum Specialist – TOSA (New)
Class IV, Step "B" 10 - \$102,686.00
Fund: LCAP

North Elementary School
6th Grade (Replacement)
Class II, Step "B" 5 - \$75,445.00
Fund: General

BACKGROUND:

Archer, Ian

CLASSIFIED

Special Education Para Educator (Replacement)
Central School
Range 30, Step D - \$25.47 per hour
Fund: Special Education

Bolbandi, Archana	Special Education Para Educator (New) Bohn School Range 30, Step B - \$23.19 per hour Fund: Special Education
Cody, Jordan	Special Education Para Educator (Replacement) Art Freiler School Range 30, Step A - \$22.14 per hour Fund: Special Education
Hermosillo, Maria	Utility Person III (New) MOT/Tracy High Range 38, Step E - \$32.21 per hour Fund: 50% General 25% Special Ed Transportation 25% Home to School Transportation
Lopez Peralta, Katia	Para Educator for Therapeutic Behavior (Replacement) Hirsch School Range 32, Step E - \$27.94 per hour Fund: SPED Mental Health
Maas, Grace	Payroll Technician (Replacement) Finance/DEC Range 52, Step E - \$44.80 per hour Fund: General Fund
Mudda, Archana	Account Clerk (New) Facilities/DEC Range 35, Step C - \$27.33 Fund: 70% Measure O 20% Developer Fee 10% General
Pante, Flordeliza	Special Education Para – Community Education Driver (New) Tracy Young Adult Program Range 37, Step D - \$29.98 per hour Fund: Special Education
Serrano, Guadalupe	IEP Para Educator I (New) Tracy High School Range 30, Step E - \$26.67 per hour Fund: Special Education

Skelton, Zeya

IEP Para Educator (New)
Bohn School
Range 30, Step C - \$24.26 per hour
Fund: Special Education

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 26, 2026
SUBJECT: **Approve Classified Calendars for the 2026-2027 School Year**

BACKGROUND: The California School Employees Association (CSEA) and Tracy Unified School District (TUSD) met to negotiate work year calendars for all classified employees. The attached calendars were agreed to at the February 19, 2026, negotiations session.

RATIONALE: Approval of the calendars will complete the negotiations process and afford all employees a calendar that is specific to their number of working days.

FUNDING: There is no cost associated with the classified calendars.

RECOMMENDATION: Approve Classified Calendars for the 2026-2027 School Year.

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

ANNUAL WORKING CALENDAR (10 Month = 181 Work Days + 2 Days)

2026-2027

Employee Name: _____

ID: _____

Last, First: _____

DRAFT

JULY - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
			1	2	3	
	6	7	8	9	10	11
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

SEPTEMBER - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MARCH - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Employee Signature: _____

OCTOBER - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Date: _____

Approved by Supervisor: _____

NOVEMBER - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Date: _____

All dates including revisions must be approved and signed by the employee and supervisor.

Holiday

Non Paid/Non Work Day(s) **

Weekend

First and Last Day of Service

DECEMBER - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

On or Before May 4TH (1st Mon of May): Employee Will Receive Copy of Approved Calendar.

** Floating Holiday and additional days of vacation (75+/150+ Sick Days; as per Article XXVI) are not included on this calendar.*

Submit request for Floating Holiday and/or additional days of vacation in accordance with instructions and requirements noted on Notice or Request for Classified Leave form.

*** Non Paid/Non Work Day(s) as per Article XI*

ANNUAL WORKING CALENDAR (10 Month = 181 Work Days + 3 Days)

2026-2027

Employee Name:

ID:

Last, First: _____

DRAFT

JULY - 2026							JANUARY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28		30	31		24	25	26	27	28	29	30
							31						

AUGUST - 2026							FEBRUARY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28						
30	31												

SEPTEMBER - 2026							MARCH - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5		1	2	3	4	5	6
6	7	8	9	10	11	12	7	8	9	10	11	12	13
13	14	15	16	17	18	19	14	15	16	17	18	19	20
20	21	22	23	24	25	26	21	22	23	24	25	26	27
27	28	29	30				28	29	30	31			

OCTOBER - 2026							APRIL - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3					1	2	3
4	5	6	7	8	9	10	4	5	6	7	8	9	10
11	12	13	14	15	16	17	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24
25	26	27	28	29	30	31	25	26	27	28	29	30	

NOVEMBER - 2026							MAY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7							1
8	9	10	11	12	13	14	2	3	4	5	6	7	8
15	16	17	18	19	20	21	9	10	11	12	13	14	15
22	23	24	25	26	27	28	16	17	18	19	20	21	22
29	30						23	24	25	26	27	28	29
							30	31					

DECEMBER - 2026							JUNE - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5			1	2	3	4	5
6	7	8	9	10	11	12	6	7	8	9	10	11	12
13	14	15	16	17	18	19	13	14	15	16	17	18	19
20	21	22	23	24	25	26	20	21	22	23	24	25	26
27	28	29	30	31			27	28	29	30			

Employee Signature: _____

Date: _____

Approved by Supervisor: _____

Date: _____

All dates including revisions must be approved and signed by the employee and supervisor.

- Holiday
- Non Paid/Non Work Day(s) **
- Weekend
- First and Last Day of Service

On or Before May 4TH (1st Mon of May): Employee Will Receive Copy of Approved Calendar.

** Floating Holiday and additional days of vacation (75+/150+ Sick Days; as per Article XXVI) are not included on this calendar.*

Submit request for Floating Holiday and/or additional days of vacation in accordance with instructions and requirements noted on Notice or Request for Classified Leave form.

*** Non Paid/Non Work Day(s) as per Article XI*

ANNUAL WORKING CALENDAR (10 Month = 181 Work Days + 5 Days)

2026-2027

Employee Name: _____
 ID: _____
 Last, First: _____

DRAFT

JULY - 2026							JANUARY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30	31		24	25	26	27	28	29	30
							31						
18							18						
AUGUST - 2026							FEBRUARY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28						
30	31												
18							18						
SEPTEMBER - 2026							MARCH - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5		1	2	3	4	5	6
6	7	8	9	10	11	12	7	8	9	10	11	12	13
13	14	15	16	17	18	19	14	15	16	17	18	19	20
20	21	22	23	24	25	26	21	22	23	24	25	26	27
27	28	29	30				28	29	30	31			
18							18						
OCTOBER - 2026							APRIL - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3					1	2	3
4	5	6	7	8	9	10	4	5	6	7	8	9	10
11	12	13	14	15	16	17	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24
25	26	27	28	29	30	31	25	26	27	28	29	30	
18							18						
NOVEMBER - 2026							MAY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7							1
8	9	10	11	12	13	14	2	3	4	5	6	7	8
15	16	17	18	19	20	21	9	10	11	12	13	14	15
22	23	24	25	26	27	28	16	17	18	19	20	21	22
29	30						23	24	25	26	27	28	29
							30	31					
18							18						
DECEMBER - 2026							JUNE - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5			1	2	3	4	5
6	7	8	9	10	11	12	6	7	8	9	10	11	12
13	14	15	16	17	18	19	13	14	15	16	17	18	19
20	21	22	23	24	25	26	20	21	22	23	24	25	26
27	28	29	30	31			27	28	29	30			
18							18						

Employee Signature: _____

Date: _____

Approved by Supervisor: _____

Date: _____
 All dates including revisions must be approved and signed by the employee and supervisor.

- Holiday
- Non Paid/Non Work Day(s) **
- Weekend
- First and Last Day of Service

On or Before May 4TH (1st Mon of May): Employee Will Receive Copy of Approved Calendar.

* Floating Holiday and additional days of vacation (75+/150+ Sick Days; as per Article XXVI) are not included on this calendar.
 Submit request for Floating Holiday and/or additional days of vacation in accordance with instructions and requirements noted on Notice or Request for Classified Leave form.

** Non Paid/Non Work Day(s) as per Article XI

ANNUAL WORKING CALENDAR (10 Month = 181 Work Days + 10 Days)

2026-2027

Employee Name:

ID:

Last, First:

DRAFT

Employee Signature:

Date:

Approved by Supervisor:

Date:

All dates including revisions must be approved and signed by the employee and supervisor.

Holiday

Non Paid/Non Work Day(s) **

Weekend

First and Last Day of Service

JULY - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

SEPTEMBER - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MARCH - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

OCTOBER - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

NOVEMBER - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

DECEMBER - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

On or Before May 4TH (1st Mon of May): Employee Will Receive Copy of Approved Calendar.

* Floating Holiday and additional days of vacation (75+/150+ Sick Days; as per Article XXVI) are not included on this calendar.

Submit request for Floating Holiday and/or additional days of vacation in accordance with instructions and requirements noted on Notice or Request for Classified Leave form.

** Non Paid/Non Work Day(s) as per Article XI

ANNUAL WORKING CALENDAR (10 Month = 181 Work Days + 15 Days)

2026-2027

Employee Name:

ID:

Last, First: _____

DRAFT

JULY - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

SEPTEMBER - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MARCH - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Employee Signature: _____

OCTOBER - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Date: _____

Approved by Supervisor: _____

NOVEMBER - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Date: _____

All dates including revisions must be approved and signed by the employee and supervisor.

- Holiday
- Non Paid/Non Work Day(s) **
- Weekend
- First and Last Day of Service

DECEMBER - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

On or Before May 4TH (1st Mon of May): Employee Will Receive Copy of Approved Calendar.

** Floating Holiday and additional days of vacation (75+/150+ Sick Days; as per Article XXVI) are not included on this calendar.*

Submit request for Floating Holiday and/or additional days of vacation in accordance with instructions and requirements noted on Notice or Request for Classified Leave form.

*** Non Paid/Non Work Day(s) as per Article XI*

ANNUAL WORKING CALENDAR (10 Month = 181 Work Days)

2026-2027

Employee Name: _____

ID: _____

Last, First: _____

DRAFT

JULY - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

SEPTEMBER - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MARCH - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Employee Signature: _____

OCTOBER - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Date: _____

Approved by Supervisor: _____

NOVEMBER - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Date: _____

All dates including revisions must be approved and signed by the employee and supervisor.

- Holiday
- Non Paid/Non Work Day(s) **
- Weekend
- First and Last Day of Service

DECEMBER - 2026						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

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Submit request for Floating Holiday and/or additional days of vacation in accordance with instructions and requirements noted on Notice or Request for Classified Leave form.

*** Non Paid/Non Work Day(s) as per Article XI*

PLANNED VACATION DAYS CALENDAR

2026-2027

Employee Name:

ID _____
Last, First _____

Hire Date:

0.00 Hrs. (0 Days)

Carry Over Vacation From 2025/2026
Subject to information available as of April 1

0.00 Hrs (0 Days)

Vacation Allocation Estimated For
2026/2027 Based On Hire Date
And Contract Information

0.00 Hrs (0 Days)

TOTAL Number Of Vacation Hours
To Be Used By June 30, 2027
This Total Does NOT include
Floating Holiday or Additional Days of Vacation *

Employee Signature:

Date:

Approved by Supervisor:

Date:

All dates including revisions must be approved
and signed by the employee and supervisor.

Holiday

Non Paid/Non Work Day(s) **

Weekend

Vacation May Not Be Approved
Depending on Needs of Dept./Site

Vacation In Abeyance

Vacation Not Approved

Vacation Requested

Vacation Used

On or Before May 1st: Employee Will Receive Blank Calendar for Completion
On or Before May 15th: Employee Will Submit Completed Calendar to Supervisor for Approval
On or Before June 1st: Employee Will Receive Copy of Approved Calendar, or a Request for Revision

* Floating Holiday and additional days of vacation (75+/150+ Sick Days; as per Article XXVI) are not included on this calendar.

Submit request for Floating Holiday and/or additional days of vacation in accordance with instructions and requirements
noted on Notice or Request for Classified Leave form.

** Non Paid/Non Work Day(s) as per Article XI

JULY - 2026							JANUARY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30	31		24	25	26	27	28	29	30
							31						

AUGUST - 2026							FEBRUARY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28						
30	31												

SEPTEMBER - 2026							MARCH - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
6	7	8	9	10	11	12	7	8	9	10	11	12	13
13	14	15	16	17	18	19	14	15	16	17	18	19	20
20	21	22	23	24	25	26	21	22	23	24	25	26	27
27	28	29	30				28	29	30	31			

OCTOBER - 2026							APRIL - 2027							
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	
					1	2	3	4	5	6	7	8	9	10
4	5	6	7	8	9	10	11	12	13	14	15	16	17	
11	12	13	14	15	16	17	18	19	20	21	22	23	24	
18	19	20	21	22	23	24	25	26	27	28	29	30		
25	26	27	28	29	30	31								

NOVEMBER - 2026							MAY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7	2	3	4	5	6	7	8
8	9	10	11	12	13	14	9	10	11	12	13	14	15
15	16	17	18	19	20	21	16	17	18	19	20	21	22
22	23	24	25	26	27	28	23	24	25	26	27	28	29
29	30						30	31					

DECEMBER - 2026							JUNE - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5			1	2	3	4	5
6	7	8	9	10	11	12	6	7	8	9	10	11	12
13	14	15	16	17	18	19	13	14	15	16	17	18	19
20	21	22	23	24	25	26	20	21	22	23	24	25	26
27	28	29	30	31			27	28	29	30			

DRAFT

Supervisor - Original
Employee - Copy

PLANNED VACATION DAYS CALENDAR

2026-2027

Employee Name: _____
 ID _____
 Last, First _____

Hire Date: _____

0.00 Hrs. (0 Days)

Carry Over Vacation From 2025/2026
 Subject to information available as of April 1

0.00 Hrs (0 Days)

Vacation Allocation Estimated For
 2026/2027 Based On Hire Date
 And Contract Information

0.00 Hrs (0 Days)

TOTAL Number Of Vacation Hours
 To Be Used By June 30, 2027
 This Total Does NOT include
 Floating Holiday or Additional Days of Vacation *

Employee Signature: _____

Date: _____

Approved by Supervisor: _____

Date: _____
 All dates including revisions must be approved
 and signed by the employee and supervisor.

- Holiday
- Non Paid/Non Work Day(s) **
- Weekend
- Vacation May Not Be Approved
Depending on Needs of Dept./Site
- Vacation In Abeyance
- Vacation Not Approved
- Vacation Requested
- Vacation Used

JULY - 2026							JANUARY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
5	6	7	8	9	10	11	8	9	10	11	12	13	14
12	13	14	15	16	17	18	15	16	17	18	19	20	21
19	20	21	22	23	24	25	22	23	24	25	26	27	28
26	27	28	29	30	31		29	30	31				

AUGUST - 2026							FEBRUARY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
2	3	4	5	6	7	8	7	8	9	10	11	12	13
8	9	10	11	12	13	14	14	15	16	17	18	19	20
15	16	17	18	19	20	21	21	22	23	24	25	26	27
22	23	24	25	26	27	28	28	29	30	31			

SEPTEMBER - 2026							MARCH - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
6	7	8	9	10	11	12	7	8	9	10	11	12	13
13	14	15	16	17	18	19	14	15	16	17	18	19	20
20	21	22	23	24	25	26	21	22	23	24	25	26	27
27	28	29	30				28	29	30	31			

OCTOBER - 2026							APRIL - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
4	5	6	7	8	9	10	4	5	6	7	8	9	10
11	12	13	14	15	16	17	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24
25	26	27	28	29	30	31	25	26	27	28	29	30	

NOVEMBER - 2026							MAY - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7	2	3	4	5	6	7	8
8	9	10	11	12	13	14	9	10	11	12	13	14	15
15	16	17	18	19	20	21	16	17	18	19	20	21	22
22	23	24	25	26	27	28	23	24	25	26	27	28	29
29	30						30	31					

DECEMBER - 2026							JUNE - 2027						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
6	7	8	9	10	11	12	6	7	8	9	10	11	12
13	14	15	16	17	18	19	13	14	15	16	17	18	19
20	21	22	23	24	25	26	20	21	22	23	24	25	26
27	28	29	30				27	28	29	30			



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 On or Before May 15th: Employee Will Submit Completed Calendar to Supervisor for Approval
 On or Before June 1st: Employee Will Receive Copy of Approved Calendar, or a Request for Revision

* Floating Holiday and additional days of vacation (75+/150+ Sick Days; as per Article XXVI) are not included on this calendar.
 Submit request for Floating Holiday and/or additional days of vacation in accordance with instructions and requirements
 noted on Notice or Request for Classified Leave form.
 ** Non Paid/Non Work Day(s) as per Article XI

Supervisor - Original
 Employee - Copy



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 28, 2026
RE: **Approve the Declaration of Need for the 2026-2027 School Year**

BACKGROUND: For Tracy Unified to apply for emergency permits with the California Commission on Teacher Credentialing, the governing Board of a School District is required to certify that there may be an insufficient number of certificated persons who meet the district's employment criteria as listed on the attached forms.

RATIONALE: Each school year, the district must submit an estimate of emergency permits we may need for the upcoming school year. This Declaration of Need must be approved by the School Board at a regular public meeting before being submitted to the Commission on Teacher Credentialing. This Declaration of Need can be modified during the school year if the needs of the district change.

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve the Declaration of Need for the 2026-2027 School Year.

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



State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2026-2027

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Tracy Unified School District District CDS Code: 75499

Name of County: San Joaquin County CDS Code: 39

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 5 / 12 / 2026 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2027.

Submitted by (Superintendent, Board Secretary, or Designee):

Tammy Jalique Associate Superintendent for HR

Name

Signature

Title

209-830-3264

209-830-3260

Date

Fax Number

Telephone Number

1875 W Lowell Ave.

Mailing Address

tjalique@tusd.net

E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

Name of County N/A County CDS Code N/A

Name of State Agency N/A

Name of NPS/NPA N/A County of Location N/A

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on N/A/ / , at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, N/A.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<i>Name</i>	<i>Signature</i>	<i>Title</i>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<u>N/A</u>		
<i>Mailing Address</i>		
<u>N/A</u>		
<i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	<u>15</u>
Bilingual Authorization (applicant already holds teaching credential)	<u>4</u>
List target language(s) for bilingual authorization: <u>Spanish</u>	
Resource Specialist	<u>15</u>
Teacher Librarian Services	<u>1</u>
Emergency Transitional Kindergarten (ETK)	<u>10</u>

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	6
Single Subject	47
Special Education	10
TOTAL	63

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture	2	Mathematics	3
Art	3	Music	3
Business	1	Physical Education	4
Dance	1	Science: Biological Sciences	3
English	4	Science: Chemistry	2
Foundational-Level Math	2	Science: Geoscience	0
Foundational-Level Science	5	Science: Physics	2
Health	0	Social Science	4
Home Economics	1	Theater	3
Industrial & Technology Education	1	World Languages (specify) Spanish	3

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. TUSD has residency program focusing on recruiting SpEd teachers.

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 50

If yes, list each college or university with which you participate in an internship program.
Alliant Univ.; Biola Univ.; Cal State TEACH, East Bay, Sacramento, San Jose, Stanislaus;
Humphreys; National Univ.; Point Loma Nazarene Univ.; Santa Clara Univ.; Santa Clara COE; TCSJ;
UMass Global; University of the Pacific; University of Phoenix; United States University etc.

If no, explain why you do not participate in an internship program.
N/A



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: April 28, 2026
SUBJECT: **Approve the Award of Request for Proposal (RFP) for Non-Commodity Food and Non-Food Items for the 2026-2027 School Year**

BACKGROUND: Tracy Unified School District Food Services Department plans to purchase Food and Non-Food items valued at greater than \$250,000.00 for the 2026-2027 school year; therefore, an RFP is required to ensure compliance with the State and Federal purchasing guidelines. The deadline for the proposal was April 17, 2026, at 4:00 pm at the District Education Center.

RATIONALE: Approval of this agenda item gives authorization to the Director of Food Services to award Food and Non-Food items to ensure best value, lowest prices, and that the proposal meets all State and Federal Guidelines.

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

RECOMMENDATION: Approve the Award of Request for Proposal (RFP) for Non-Commodity Food and Non-Food Items for the 2026-2027 School Year.

Prepared by: Brandy Campbell, Director of Food Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent for Business
DATE: April 30, 2026
SUBJECT: **Adopt Resolution No. 25-22 Authorizing Temporary Loans between Funds for the 2026/27 School Year**

BACKGROUND: The potential for cash flow deficiencies may create the need for a fund to temporarily borrow cash from other funds. Education Code Section 42603 authorizes such a loan. This Code Section reads:

The governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

RATIONALE: It may be necessary from time to time to temporarily borrow moneys from other funds in order to satisfy current operating expenditures. Adoption of this resolution will provide administration with the authorization necessary to initiate a temporary loan between funds when necessary, thereby allowing administration to manage the district's cash in a fiscally prudent and responsible manner.

FUNDING: Funding requirements will vary with the amount borrowed and the prevailing interest rate.

RECOMMENDATION: Adopt Resolution No. 25-22 Authorizing Temporary Loans between Funds for the 2026/27 School Year.

Prepared by: Lori Nelson, Financial Services.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 25-22**

**AUTHORIZING THE DISTRICT TO TEMPORARILY TRANSFER MONEYS
BETWEEN FUNDS AND ACCOUNTS AS ALLOWED UNDER EDUCATION CODE
SECTION 42603**

WHEREAS, Education code section 42603 authorizes the governing board of any school district to direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations; and

WHEREAS, any transfer shall be accounted for as a temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year; and

WHEREAS, borrowing shall occur only when the fund receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Tracy Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for the fiscal year 2026/27 to temporarily transfer funds between any and all funds provided that all transfers are approved by the Superintendent or his designee:

PASSED AND ADOPTED this 12th day of May 2026, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President,
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 23, 2026
SUBJECT: **Approve Out-of-State Field Trip with EF Explore America Tours “Broadway and the Arts” for TUSD High School Students**

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

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

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

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

FUNDING: All expenses will be funded using Prop 28 23/24 Waiver Funds not to exceed \$1,000,500.

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

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

EDUCATIONAL GROUP TRAVEL AGREEMENT

This agreement is made as of April 10, 2026 (the "Effective Date") by and between Tracy Unified School District having its address at 1875 W Lowell Avenue, Tracy, CA 95376 (the "School"), and EF Explore America, Inc., a company, incorporated and existing under the laws of California, having its registered address at Two Education Street, Cambridge, MA 02141 ("EF").

Group Leader Name: Michael Bunch
Program Name: Broadway and the Arts
Tour Number: 3033581CK
Requested Departure Date: Saturday March 6, 2027
Estimated Number of Participants: 300

RECITALS

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

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

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

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. **TERM OF AGREEMENT.** This agreement shall be effective from the Effective Date to 03/14/2027 unless sooner terminated as provided for herein.
2. **DUTIES OF EF.** EF shall:
 - a. Arrange for all travel components, including transportation, accommodations and other travel logistics for the participating students and adults and School personnel.
 - b. Collect fees for travelers from the School related to the services provided by EF.
 - c. Require all travelers to complete the EF Application, which includes the Programs' Booking Conditions that contain a Release and Agreement found at <https://www.efexploreamerica.com/help-center/policies/booking-conditions>. The Release and Agreement shall include a release of liability in favor of the Group Leader, the School and the School board.
 - d. Assist the School in the orientation of interested travelers and cooperate with the School in fulfilling the educational objectives of the Programs.
 - e. Contract with an independent Tour Director to assist with logistics and local guidance during the Program.
 - f. Provide Group Leader with appropriate materials designed to promote said Tour.

- 3. DUTIES OF SCHOOL.** In providing the educational component of the Programs, the School shall:
- Designate an individual to act as the Group Leader for the tour. That individual shall be responsible for recruiting Program travelers and shall act as the liaison between EF and Program travelers.
 - The Group Leader shall enter into the Group Leader Agreement as part of the online registration process.
 - The School acknowledges that the Group Leader shall be solely responsible for the supervision and discipline of all participating students.
 - Cooperate with EF in making travel arrangements; and guide each traveler to register for the Program using the online enrollment system.

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

- Agree that all funds allocated to the account, regardless of source, including but not limited to fundraised money, are subject to EF's cancellation policies and Payment Plan stated in EF Booking Conditions as referenced in section 2.c.
 - Submit payments to EF as outlined in the "payment schedule" via check or card payment.
- 4. INSURANCE.** EF shall obtain general liability insurance that will cover the Group Leader and the School as Additional Insureds for the duration of the Programs. The general liability insurance provided will be underwritten by nationally recognized insurance companies with A.M. Best Ratings of A-. Coverage is up to \$15 million per occurrence and in the annual aggregate for covered claims of Bodily/Personal Injury and Property Damage related to the Programs.
- 5. RELATIONSHIP OF PARTIES.** With regard to this agreement, EF, the School and any School Personnel are independent and distinct contracting parties and are not officers, agents, partners, joint ventures, or employees of each other. Neither EF nor the School shall, at any time, or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the other.
- 6. TERMINATION.** This agreement may be terminated by either party by providing 90 days' prior written notice to the other party. In the event that the School terminates this Agreement, any tour currently scheduled shall proceed pursuant to the terms of this agreement.
- 7. AMENDMENTS.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.
- 8. ASSIGNMENT.** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the School or EF without prior written consent of the other, except that EF may assign this agreement to an affiliate in the event of a merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all obligations of the assignor under this agreement.

9. **GOVERNING LAW.** The parties agree that this agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the Commonwealth of Massachusetts. In the event of any claim, dispute or proceeding arising out of this agreement, or any claim which is in contract, tort, or otherwise at law or in equity arises between the Parties, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and venue of the courts of the Commonwealth of Massachusetts and of the United States District Court for the District of Massachusetts.
10. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
11. **SEVERABILITY.** EF and the School agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.
12. **NOTICE.** Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, certified mail return receipt, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 5 business days after the date of mailing, whichever is earlier.

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

EF EXPLORE AMERICA, INC.

By: *Sofina Anne Qureshi*

Name: Sofina Anne Qureshi

Title: VP, Finance + Strategy, EF Explore America

District: Tracy Unified School District

By:

Name:

Title:

Payment Schedule

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

Invoice Date	Payment Date	Amount Due
04/10/2026	06/30/2026	\$95 enrollment fee
10/17/2026	11/16/2026	\$500 per traveler
12/21/2026	01/20/2027	Final Payment Due

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

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

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

Checks should be mailed to:

**EF Explore America
Two Education Circle
Cambridge, MA 02141**

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

PAYMENT CONTACT INFORMATION – TO BE FILLED OUT BY SCHOOL

Name:

Title:

Office:

Phone number:

Ext:

Email Address:



Two Education Circle
 Cambridge, MA 02141
 800.503.2323

DATE: April 10, 2026
FOR: New York City:
 Broadway & The Arts

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

INVOICE

DESCRIPTION	Qty.	AMOUNT
Cost of student tour & deposit with a 10:1 free place ratio: \$3,335	300.00	\$1,000,500.00
TOTAL DUE BY 6/30		\$1,000,500.00

Tour Price Quote

Broadway & the Arts

Quote prepared for Michael Bunch, Tracy Unified School District

Prepared On
January 29, 2026

Your Tour Number
3033581CK

Your Tour Website
www.efexploreamerica.com/3033581CK



Your travel details

Total Length
6 days

Departing From
San Francisco (CA)

Requested Travel Dates
Sunday, March 7, 2027 - Friday, March 12, 2027

Your experience includes

Round-trip Transportation

Hotel Accommodations

Overnight Security

Meals

All Gratuities

Guided Tours and Activities

Full-time Tour Director

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

Training and Support

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

Traveler Resources

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

24-hour Emergency Service

Travelers and their families can count on EF's dedicated emergency service team while on tour.

Expert Tour Planning

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

Personalized Learning Support

Our personalized learning experience engages students before, during and after tour, with the option to create a final, reflective project for academic credit.

Illness and Accident Coverage

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

\$50 Million Liability Policy

Group Leaders and schools are protected while on tour.

Your tour consultant



Amanda Santos
617-619-1287
amanda.santos@ef.com

All-inclusive Price

Based on a private tour with 100-300 travelers

Student
\$3,335

or \$250 / 13 mos

Adult
\$3,935

or \$296 / 13 mos

Price Breakdown

Program Fee	\$2,884
Lunch included: \$20 per day	\$132
Premium Broadway Show	\$260
Premium Show Upgrade	\$110
Museum of Broadway	\$50
Early Enrollment Discount	-\$101

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

For every 10 paying travelers, 1 chaperone travels FREE

Unless explicitly stated, lunches are not included.

Adult supplement required for travelers age 20 and older at the time of travel.

An additional \$200 Under 10 Supplement will be applied to all traveler accounts if the group size falls under 10 paying travelers. This will be applied to paying traveler accounts no later than 140 days before departure. Applicable airline baggage fees are not included and can be found at EFExploreAmerica.com/Baggage. All prices subject to verification by an EA tour consultant. To view EA's Booking Conditions, visit EFExploreAmerica.com/BC. Breakfast excluded on day of arrival; dinner excluded on day of departure (Unless otherwise noted).



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 6, 2026
SUBJECT: **Adopt Revised Board Bylaw 9270 Conflict of Interest (First Reading, Adopt as Final)**

BACKGROUND: In accordance with California Education Code, all LEAs shall adopt Board Bylaws that identify procedures to address Conflict of Interest violations. This board bylaw includes new language to ensure TUSD is compliant with Education Code requirements.

RATIONALE: This Board Bylaw is a required action for all LEAs. Approval of this updated bylaw complies with Ed. Code requirements and FPM oversight requirements.

FUNDING: There is no cost to the District.

RECOMMENDATION: Adopt Revised Board Bylaw 9270 Conflict of Interest (First Reading, Adopt as Final).

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

CONFLICT OF INTEREST

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

(cf. 9005 - Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict

CONFLICT OF INTEREST

of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Conflict of Interest from Campaign Contributions

To avoid improper influence over the Board's decision-making involving the issuance of a license, permit, or other entitlements for use, including a contract, district officers, which includes Board members or agency heads, shall comply with Government Code 84308, including the following: (Government Code 84308)

1. A district officer is prohibited from accepting, soliciting, or directing a contribution of more than \$250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, if the Board member knows or has reason to know that the party or participant has a financial interest in the Board's decision.
2. Any district officer who received a contribution of more than \$250 from a party or participant in the preceding 12 months shall disclose that fact on the record of the proceeding prior to the Board rendering a decision in the proceeding. If the district officer willfully or knowingly received the contribution and knows or has reason to know that the participant has a financial interest in the Board's decision, the district officer shall not make, participate in making, or in any way attempt to use the official position to influence the Board's decision.

CONFLICT OF INTEREST

3. A district officer who receives a contribution that would otherwise require disqualification as described in Item #2 above may participate in the proceeding if the contribution is returned within 30 days from the time the district officer knows or should have known about the contribution and the proceeding.
4. A district officer who unknowingly accepts, solicits, or directs a contribution of more than \$250 during the 12 months after the date of the Board's final decision on the proceeding may cure the violation by returning the contribution, or the portion exceeding \$250, within 14 days of accepting, soliciting, or directing the contribution, provided the district officer did not knowingly or willfully accept, solicit, or direct the prohibited contribution. The district officer shall maintain records of curing the violation.

The provisions in Government Code 84308 as specified above do not apply to labor contracts, competitively bid contracts, and personal employment contracts. (Government Code 84308)

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.
3. However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.
4. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.
 - a. If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.
5. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

CONFLICT OF INTEREST

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Pursuant to 2 CFR 200.318, no District officer, employee or agent shall participate in the selection, award, or administration of a contract in which they have a real or apparent conflict of interest. Such a conflict of interest would arise if the officer, employee or agent has a financial or other interest in or a tangible personal benefit for a firm/vendor considered for a contract. District officers, employees or agents—**up to and including the Superintendent and Board Trustees**—who violate this written standard of conduct regarding the award and administration of contracts may be recommended for disciplinary actions by the Board **President** or Superintendent. **Should the Superintendent violate the written standard of conduct, this conduct may be referred to the Board President. Should the Board President violate the written standard of conduct, this conduct may be referred to the Superintendent, Board Clerk, and/or any other Board authority, unnamed in the stated violation.**

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

CONFLICT OF INTEREST**Gifts**

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

CONFLICT OF INTEREST

Legal Reference:

EDUCATION CODE

- 1006 Qualifications for holding office
- 35107 School district employees
- 35230-35240 Corrupt practices, especially:
- 35233 Prohibitions applicable to members of governing boards
- 41000-41003 Moneys received by school districts
- 41015 Investments

FAMILY CODE

- 297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

- 1090-1099 Prohibitions applicable to specified officers
- 1125-1129 Incompatible activities
- 81000-91014 Political Reform Act of 1974, especially:
- 82011 Code reviewing body
- 82019 Definition, designated employee
- 82028 Definition, gift
- 82030 Definition, income
- 82033 Definition, interest in real property
- 82034 Definition, investment
- 87100-87103.6 General prohibitions
- 87200-87210 Disclosure
- 87300-87313 Conflict of interest code
- 87500 Statements of economic interests
- 89501-89503 Honoraria and gifts
- 89506 Ethics; travel
- 91000-91014 Enforcement

PENAL CODE

- 85-88 Bribes

REVENUE AND TAXATION CODE

- 203 Taxable and exempt property - colleges

CODE OF REGULATIONS, TITLE 2

- 18110-18997 Regulations of the Fair Political Practices Commission, especially:
- 18700-18707 General prohibitions
- 18722-18740 Disclosure of interests
- 18750.1-18756 Conflict of interest codes

COURT DECISIONS

- McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)
- Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261
- Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469
- Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655
- Kunec v. Brea Redevelopment Agency. (1997) 55 Cal.App.4th 511

CONFLICT OF INTEREST

ATTORNEY GENERAL OPINIONS

- 92 Ops.Cal.Atty.Gen. 26 (2009)
- 92 Ops.Cal.Atty.Gen. 19 (2009)
- 89 Ops.Cal.Atty.Gen. 217 (2006)
- 86 Ops.Cal.Atty.Gen. 138(2003)
- 85 Ops.Cal.Atty.Gen. 60 (2002)
- 82 Ops.Cal.Atty.Gen. 83 (1999)
- 81 Ops.Cal.Atty.Gen. 327 (1998)
- 80 Ops.Cal.Atty.Gen. 320 (1997)
- 69 Ops.Cal.Atty.Gen. 255 (1986)
- 68 Ops.Cal.Atty.Gen. 171 (1985)
- 65 Ops.Cal.Atty.Gen. 606 (1982)
- 63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009
Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

CSBA: <http://www.csba.org>
Fair Political Practices Commission: <http://www.fppc.ca.gov>
Institute of Local Government: <http://www.ca-ilg.org>



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 27, 2026
SUBJECT: **Approve New Job Description for Tracy Adult School/Career Technical Education Budget Specialist**

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 negotiated with CSEA to address needs related to program compliance and reporting requirements.

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: Adult School and CTE

RECOMMENDATION: Approve New Job Description for Tracy Adult School/Career Technical Education Budget Specialist.

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

TENTATIVE AGREEMENT
BETWEEN
TRACY UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS TRACY CHAPTER #098

The California School Employees Association and its Tracy Chapter #098 (hereafter "CSEA") and the Tracy Unified School District (hereafter "TUSD") have reached an agreement on the Tracy Adult School/Career Technical Education Budget Specialist job description.

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSTION TITLE: Tracy Adult School/Career Technical Education Budget Specialist

DEPARTMENT/DIVISION: Tracy Adult School/Career Technical Education

POSITION SUMMARY:

Under the supervision of the Director of Adult Education and Career Technical Education or designee, to perform a variety of record keeping and budget tasks related to Federal, State and local funds. Perform duties in support of Tracy Adult School and the Career Technical Education department; assists in the application of State and Federal grants for Adult Education and Career Technical Education. Maintains open communication with the district finance department, State and Federal auditors and the State Career Technical Education Leadership Office and regional adult education departments.

ESSENTIAL FUNCTIONS:

1. Coordinate and perform complex accounting and budget duties requiring independent judgment and analysis; maintain various financial records, ensure all related accounting entries and transfers are completed and accounting records reconcile to respective reports.
2. Assist in the preparation and revisions of annual, multi-year, and interim budgets for the adult school and Career Technical Education Department.
3. Attend CTE meetings with the Director or designee to assist with preparing, revising and clarifying budgets and resolving budget problems. Support in the prevention of over-expenditures and advise of a budget revision or reduction in expenditures if necessary.
4. Resolve budget and accounting discrepancies.
5. Maintains an annual inventory of Career Technical Education (CTE) tools, equipment, and materials; ensures accurate records are kept for auditing and compliance purposes, and identifies items for replacement, repair, or disposal in accordance with district policies and program needs.
6. Using information supplied by the Supervisor and standard best practices for accounting, enter information as needed to comply with various local, State and/or federal reporting requirements, guidelines, rules and regulations as well as Career Technical Education and Adult Education policies and procedures.
7. Prepare and process financial, statistical and accounting reports, documents, records and materials.
8. Reviews expense and other requisitions for compliance with applicable standards, rules

- and regulations, and approved budgets . Alert Director regarding variances and trends.
9. As directed, make revisions to budget as necessary to complete proposed purchases.
 10. Create spreadsheets and other financial reports.
 11. Prepare detailed, summary and accurate reports; assemble confidential and sensitive financial information for the Adult School and Career Technical Education department.
 12. Address site questions and issues relating to purchases, accounting, budgeting and payroll.
 13. Assist with grant application document preparation.
 14. Review accounting items such as work-in-process, expenditures, cash, accounts payable and accounts receivable.
 15. Prepares billing statements to various agencies to collect fees.
 16. Receives, tabulates and deposits monies received from registrations, textbook and other Adult School and CTE sales.
 17. Receives, tabulates and deposits monies received from book deposits, and maintains the Book Deposit Account and Inventory.
 18. Processes travel and conference requests.
 19. Responsible for purchasing necessary supplies, all books, instructional materials and equipment, verifies shipments and follows up on status of orders and deliveries for Adult School and CTE departments. Maintains inventories and confirmation of resolution of discrepancies as needed.
 20. Performs other related duties as assigned.
 21. Maintains regular and prompt attendance in the workplace.

EDUCATION AND EXPERIENCE:

High School diploma or equivalent required. Associate of Arts Degree with specialized in bookkeeping, accounting and general office procedures is desired. The ability to carry out oral and written directions, read, write and speak at a level sufficient to fulfill the duties to be performed for the position described; three years of responsible experience in financial duties, including at least one year of school district experience.

SKILLS AND QUALIFICATIONS:

1. Knowledge of accounting and budget principles, including reconciliation and financial reporting.
2. Proficient in accounting software, spreadsheets, and financial data systems.
3. Ability to interpret and apply federal, state, and local financial regulations.
4. Ability to analyze financial data and prepare clear, accurate reports.
5. Experience preparing multi-year projections and monitoring categorical spending.
6. Detail-oriented with accuracy in reviewing and processing financial documents.
7. Capable of managing inventory records and ensuring audit compliance.
8. Effective communicator with the ability to collaborate across departments and with outside agencies.
9. Skilled in handling procurement, vendor coordination, and order tracking.
10. Ability to work independently, prioritize tasks, and meet deadlines with minimal supervision.
11. Experience supporting budget development, grant reporting, and year-end close processes.
12. Types at a speed of 50 words per minute from clear copy, and 10-key skills.
13. Ability to maintain cooperative working relationships with those contacted in the course of work.
14. Understand and implement complex oral and written directions given in English.

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/typewriter, operated standard office equipment, and use a telephone.
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, walk, and bend over, reach overhead, grasp, push, and move, lift and/or carry up to 25 pounds to waist height.

WORK ENVIRONMENT:

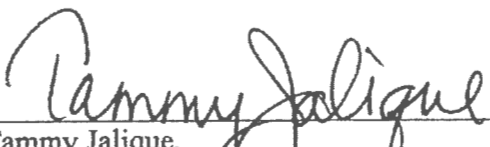
Employees in this position will be required to work indoors in a standard office environment and come in direct contact with school district staff, students, parents, and the public.

SALARY: Classified range 45


DOS: 12 months

Board Approved:

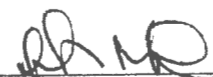
Agreed to this 24th day of February 2026.



Tammy Jalique,
Associate Superintendent for Human Resources



Michael Caulfield,
President, CSEA Chapter 98



Debra Ladwig,
Labor Representative, CSEA



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 29, 2026
SUBJECT: **Adopt Revisions to Board Policy and Administrative Regulation 4119.43, 4219.43, and 4319.43 Universal Precautions (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 Universal Precautions, the District has created an all-personnel Board Policy and Administrative Regulation (4119.43, 4219.43: 4319.43) Universal Precautions to replace existing documents 4119.43, 4219.43, 4319.43.

RECOMMENDATION: Adopt Revisions to Board Policy and Administrative Regulation 4119.43, 4219.43, and 4319.43 Universal Precautions (First Reading).

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

UNIVERSAL PRECAUTIONS

~~Universal precautions shall be observed throughout the District to protect employees, students and any other persons in the school environment from contact with potentially infectious blood or other body fluids.~~

~~Universal precautions are appropriate for preventing the spread of all infectious diseases and shall be used regardless of whether bloodborne pathogens are known to be present.~~

Legal Reference:

HEALTH AND SAFETY CODE

- ~~117600-118360~~ Handling and disposal of regulated waste
- ~~120875~~ Providing information to school districts on AIDS, AIDS-related conditions and Hepatitis B
- ~~120880~~ Information to employees of school district
- ~~5193~~ California Bloodborne Pathogens Standard Code of Federal Regulations, Title 29
- ~~1910.1030~~ OSHA Bloodborne Pathogens Standards

MANAGEMENT RESOURCES

CDE PROGRAM ADVISORIES

- ~~1016.89~~ Guidelines for Informing School Employees about Preventing the Spread of Infectious Disease, including Hepatitis B and AIDS/HIV Infections and Policies for Dealing with HIV-Infected Person in School Settings.

WEB SITES

- ~~Centers for Disease Control and Prevention:
<http://www.cdc.gov>~~

In order to protect all employees from contact with potentially infectious blood or other body fluids, the Governing Board requires that universal precautions be observed throughout the district. Universal precautions are appropriate for preventing the spread of all infectious diseases and shall be used regardless of whether bloodborne pathogens are known to be present.

The Superintendent or designee shall distribute to employee's information provided by the California Department of Education (CDE) regarding acquired immune deficiency syndrome (AIDS), AIDS-related conditions, and hepatitis B. This information shall include, but not be limited to, any appropriate methods employees may use to prevent

UNIVERSAL PRECAUTIONS

exposure to AIDS and hepatitis B, including information concerning the availability of a vaccine to prevent contraction of hepatitis B, and that the cost of this vaccination may be covered by the health plan of the employees. Information shall be distributed annually, or more frequently if there is new information supplied by CDE. (Health and Safety Code 120875, 120880)

Information regarding universal precautions may be included in employee handbooks.

Employees shall immediately report any exposure incident or first aid incident in accordance with the district's exposure control plan for bloodborne pathogens or other safety procedures.

Legal Reference:

STATE CODE OF REGULATIONS

Description

3203
5193

Injury and illness prevention program
Bloodborne pathogens

GOVERNMENT CODE

3543.2

Scope of representation

HEALTH AND SAFETY CODE

117600-118360
120880

Handling and disposal of regulated waste
Notification to employees re AIDS,

FEDERAL CODE OF REGULATIONS

1910.1030

Bloodborne pathogens

UNIVERSAL PRECAUTIONS

A. Purpose and Scope

~~To provide guidance and direction to District personnel regarding the universal precautions that shall be preserved throughout the District to protect employees, students, and any other person in the school environment from contact with potentially infectious blood or other body fluids.~~

B. General

~~“Universal Precautions” is an approach to infection control. According to the concept of universal precautions, all human blood and certain human body fluids are treated as if known to be infectious for HIV, HBV and other bloodborne pathogens. (Title 8, Section 5193)~~

~~Human immunodeficiency virus (HIV) and Hepatitis B virus (HBV) can be found in blood, semen, vaginal secretions and breast milk. Other body fluids such as feces, urine, vomit, nasal secretions, sputum, and saliva may contain infectious germs that cause other diseases. It is not always possible to know when blood or body fluids are infectious; therefore, all body fluids shall be handled as if infectious.~~

C. Forms Used and Additional References

~~None~~

D. Procedure

~~All students and staff shall routinely observe the following universal precautions for the prevention of infectious disease:~~

~~1. — Wear disposable waterproof gloves whenever you expect to come into direct hand contact with blood, other body fluids, or contaminated items or surfaces. This applies to incidents including, but not limited to, caring for nosebleeds or cuts, cleaning up spills, or handling clothes soiled by blood or body fluids. Do not reuse gloves. After each use, remove the gloves without touching them outside and dispose of them in a lined waste container. Gowns or smocks should also be worn if you anticipate soiling of clothes by body fluids or secretions.~~

UNIVERSAL PRECAUTIONS

2. ~~Wash your hands and any other contacted skin surfaces thoroughly for 15 to 30 seconds with dispensable soap and warm running water, rinse under running water, and thoroughly dry with disposable paper towels:~~
 - a. ~~Immediately after any accidental contact with blood, body fluids, drainage from wounds, or with soiled garments, objects or surfaces.~~
 - b. ~~Immediately after removing gloves, gowns or smocks.~~
 - c. ~~Before eating, drinking or feeding.~~
 - d. ~~Before handling food, cleaning utensils or kitchen equipment.~~
 - e. ~~Before and after using the toilet or diapering.~~

~~When running water is not available, use antiseptic hand cleanser and clean towels or antiseptic towelettes, and use soap and running water as soon as feasible.~~
3. ~~Clean Surfaces and equipment contaminated with blood and soap and water and disinfect them promptly with a fresh solution of bleach (ten parts water to one part bleach) or other disinfectant. While cleaning, wear disposable gloves and use disposable towels whenever possible. Rinse mops or other nondisposable items in the disinfectant.~~
4. ~~Properly dispose of contaminated materials and label them as biohazardous.~~
 - a. ~~Place blood, body fluids, gloves, bloody dressings and other absorbent materials into appropriately labeled plastic bags or lined waste containers.~~
 - b. ~~Place needles, syringes and other sharp disposable objects in leak-proof, puncture-proof containers.~~
 - c. ~~Bag soiled towels and other laundry. Presoak with disinfectant and launder with soap and water.~~
 - d. ~~Dispose of urine, vomitus or feces in the sanitary sewer system.~~
5. ~~Do not care for others' injuries if you have any bleeding or oozing wounds or skin conditions.~~

UNIVERSAL PRECAUTIONS

~~6. Use a mouthpiece, resuscitation bag or other ventilation device when readily available in place of mouth-to-mouth resuscitation.~~

~~7. Immediately report any exposure incident or first-aid incident in accordance with the District's Exposure Control Plan or other procedures.~~

E. Reports Required

None

F. Record Retention

See Board Policy 4119.42

G. Responsible Administrative Unit

Human Resources

Health Services

H. Approved By

Associate Superintendent for Human Resources

Definitions

Universal precautions are an approach to infection control. All human blood and certain human body fluids, including, but not limited to semen, vaginal secretions, and any body fluid that is visibly contaminated with blood, are treated as if known to be infectious for human immunodeficiency virus (HIV), hepatitis B virus (HBV), hepatitis C virus (HCV), and other bloodborne pathogens. (8 CCR 5193; 29 CFR 1910.1030)

Occupational exposure means reasonably anticipated contact with blood or other potentially infectious materials that may result from the performance of an employee's duties. (8 CCR 5193; 29 CFR 1910.1030)

A sharp is any object that can be reasonably anticipated to penetrate the skin or any other part of the body and to result in an exposure incident. (8 CCR 5193)

Infection Control Practices

TUSD Acknowledged: 3/25/97

TUSD Revised:

UNIVERSAL PRECAUTIONS

For the prevention of infectious disease, the district shall:

1. Effectively maintain the worksite in a clean and sanitary condition, and implement an appropriate written schedule for cleaning and decontamination of the worksite
2. When necessary for employees with occupational exposure to bloodborne pathogens, provide appropriate personal protective equipment, such as gloves, masks, and outer garments, at no cost to the employee (8 CCR 5193)
3. Provide handwashing facilities which are readily accessible to employees, or, if not feasible, provide an appropriate antiseptic hand cleanser in conjunction with clean cloth or paper towels, or antiseptic towelettes

Any employee who has contact with blood or other body fluid, regardless of whether bloodborne pathogens are known to be present, shall:

1. Use personal protective equipment as appropriate.
2. Wash hands and other skin surfaces thoroughly with soap and running water:
 - a. Immediately or as soon as feasible following contact with blood or other potentially infectious materials
 - b. Immediately after removing gloves or other personal protective equipment
3. When handwashing facilities are not available, use antiseptic hand cleanser in conjunction with clean cloth or paper towels, or antiseptic towelettes. In such instances, hands shall be washed with soap and running water as soon as feasible.
4. Refrain from eating, drinking, smoking, applying cosmetics or lip balm, or handling contact lenses in work areas with a reasonable likelihood of occupational exposure to bloodborne pathogens.
5. Clean and decontaminate all equipment and environmental and work surfaces after contact with blood or other potentially infectious material, no later than the end of the shift or more frequently as required by state regulations.
6. Rather than using the hands directly, use mechanical means such as a brush and dust pan, tongs, or forceps to clean up broken glassware which may be contaminated.

UNIVERSAL PRECAUTIONS

- 7. Use effective techniques designed to minimize the risk of a sharps injury in all procedures involving the use of sharps.
- 8. Handle, store, treat, and dispose of regulated waste in accordance with Health and Safety Code 117600-118360 and other applicable state and federal regulations.
 - a. Immediately or as soon as possible after use, contaminated sharps shall be placed in containers meeting the requirements of 8 CCR 5193.
 - b. Specimens of blood or other potentially infectious material shall be placed in a container which prevents leakage during collection, handling, processing, storage, transport, or shipping.

Legal Reference:

STATE CODE OF REGULATIONS

Description

3203

Injury and illness prevention program

5193

Bloodborne pathogens

GOVERNMENT CODE

3543.2

Scope of representation

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Bloodborne pathogens