NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
May 26, 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: **6:20 PM** **Closed Session**
7:00 PM **Open Session**

AGENDA

Pg. No.

1. **Call to Order**

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

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

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

3.2 **Educational Services:**

3.2.1 Finding of Facts: 25/26#41, 25/26#42, 25/26#43
Education Code §48912

3.2.2 Confidential Student Matter: Early Graduation TISCS#10339036

Action: Motion__; Second__. **Vote:** Yes___; No ; Absent___ ; Abstain

3.3 **Human Resources:**

3.3.1 Consider Unpaid Leave of Absence for Certificated Management Employee #UC-1468

Action: Motion__; Second__. **Vote:** Yes_ _; No ; Absent___; Abstain ___

3.3.2 Consider Revised Non-Paid Leave of Absence for Classified Employee #UCL-564, Pursuant to Article XXIII

Action: Motion__; Second__. **Vote:** Yes___; No ; Absent ; Abstain __

3.3.3 Ratify Settlement Agreement with Certificated Employee

Action: Motion__; Second__. **Vote:** Yes_ __; No___; Absent _ ; Abstain

3.3.4 Approve Settlement Agreement with Classified Employee

Action: Motion__; Second__. **Vote:** Yes___; No___; Absent ; Abstain

3.3.5 Approve Settlement Agreement with CSEA
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.6 Release Probationary Classified Employee #UCL-580 Para Educator Therapeutic Behavior
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.7 Consider Non-Paid Leave of Absence for Classified Employee #UCL-581, Pursuant to Article XXIII
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.8 Public Employee Performance Evaluation: Superintendent
Government Code §54957
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.9 Consider Public Employee/Employment/Discipline/Dismissal/Release
Government Code §54957
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.10 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#41, 25/26#42, 25/26#43
3.2.1
Action: Motion ____ Second ___. **Vote:** Yes___; No___; Absent___; Abstain ___
6b Report Out of Action Taken on Early Graduation: TISCS#10339036
3.2.2
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6c Report Out of Action Taken on Consider Unpaid Leave of Absence for Certificated
3.3.1 Management Employee #UC-1468
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6d Report Out of Action Taken on Consider Revised Non-Paid Leave of Absence for
3.3.2 Classified Employee #UCL-564, Pursuant to Article XXIII
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6e Report Out of Action Taken on Ratify Settlement Agreement with Certificated
3.3.3 Employee
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6f Report Out of Action Taken on Approve Settlement Agreement with Classified
3.3.4 Employee
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6g Report Out of Action Taken on Approve Settlement Agreement with CSEA
3.3.5
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6h Report Out of Action Taken on Release Probationary Classified Employee #UCL-
3.3.6 580 Para Educator Therapeutic Behavior
Action: **Vote:** Yes___; No___; Absent __; Abstain
6i Report Out of Action Taken on Consider Non-Paid Leave of Absence for
3.3.7 Classified Employee #UCL-581, Pursuant to Article XXIII
Action: **Vote:** Yes___; No___; Absent __; Abstain __

7. **Approve Regular Minutes of May 12, 2026:** **1-7**
Action: Motion__ ; Second __. **Vote:** Yes __; No __; Absent _: Abstain

8. **Student Representative Reports:** None.

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

10.2 **Educational Services:**
10.2.1 Receive Report on Instructional Materials Adoptions **8-9**

10.3 **Human Resources:**
10.3.1 Receive PAR Joint Committee Annual Report for 2025-2026 **10-12**

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 **13-21**

	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	**22-23**
13.2	**Educational Services:**		
	13.2.1	Approve Agreement for Contract Services between Community Medical Centers and Prevention Services Department for 2026 Summer School	**24-28**
	13.2.2	Approve Agreement for Special Contract Services with Operation Scholars and Prevention Services Department during 2026 Summer School	**29-32**
	13.2.3	Approve Agreement for Contract Services between Valley Community Counseling and Prevention Services Department for 2026 Summer School at West High and North School	**33-36**
	13.2.4	Approve Agreement with CODESTACK between San Joaquin County Office of Education and Special Education for Programming and Maintenance of SEIS/SIS for 2026-2027 School Year	**37-45**
	13.2.5	Approve Agreement between SPG Therapy & Education to Provide Speech and Language Pathologist and a School Psychologist for the 2026-2027 School Year	**46-54**
	13.2.6	Approve Master Service Agreement with Alegre Care Inc., dba Alegre Home Care for the 2026-2027 School Year	**55-64**
	13.2.7	Approve the Master Service Agreement and District Service Agreement Between 3Chords Inc. and Therapy Travelers LLC, Collectively DBA Epic and the Special Education Department for the 2026-2027 School Year (Separate Cover)	**65**
	13.2.8	Approve Agreement between Key2Ed, Inc. and Special Education for Training and Support for the 2026-2027 School Year	**66-74**
	13.2.9	Approve Master Service Agreement with Valley Community Counseling for Licensed Marriage and Family Therapists for the 2026-2027 School Year (Separate Cover)	**75**
	13.2.10	Approve Master Contract with Non-Public School Bayhill High School/Bay Area Educational Institute for the 2026-2027 School Year (Separate Cover)	**76**
	13.2.11	Ratify Special Contract Services Agreement with Ritu Bathwal OT Kids for an Independent Speech Education Evaluation (IEE) Assessment	**77-80**
	13.2.12	Approve Contract Service Agreement with CoolSpeak (Keynote Speaker Lamarr Womble) at Tracy High School Freshman Orientation July 31, 2026	**81-85**
	13.2.13	Approve Service Agreement with Real Inspirations, Inc (Keith Hawkins) to Meet with Kimball, Tracy, and West High School Student Leadership August 21, 2026	**86-90**
	13.2.14	Approve All Out of District Travel for Tracy High School AG/FFA Teachers and Students for the 2026-2027 School Year	**91-96**
	13.2.15	Approve all Out of State Travel for Tracy High School AG/FFA Teachers and Students for the 2026-2027 School Year	**97-98**
	13.2.16	Approve Overnight/Out of District Travel for Tracy High School AG/FFA Teachers and Students for the 2026-2027 School Year	**99-101**

13.2.17	Approve Agreement for TUSD Sixth Grade Students and Supervisors to Attend Science Camp at Sky Mountain Educational Center for the 26-27 School Year	**102**
13.2.18	Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Schools Program at Louis Bohn School for the 2026 - 2027 School Year	**103-106**
13.2.19	Approve Agreement for Special Contract Services with San Joaquin County Office of Education for Quest STEM Night at Louis Bohn School for the 2026 - 2027 School Year	**107-111**

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	**112-115**
13.3.2	Approve Classified, Certificated, and/or Management Employment	**116-118**
13.3.3	Approve Student Teaching Agreement with Vanguard University	**119-123**

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	Accept Proposal from JL Construction Inc., a Modular Building Manufacturer, for the Pre-Construction Services for the Monte Vista Middle School New MPR and Library Project (Separate Cover)	**124**
Action:	Motion___; Second . **Vote:** Yes ; No ; Absent__; Abstain _.	
14.1.2	Authorize Purchase of One Passenger Van for Student Services	**125**
Action:	Motion___; Second___. **Vote:** Yes__; No ; Absent ; Abstain__.	

14.2 Educational Services:

14.2.1	Approve Proposed Revision to Stein High School Residency Requirements Including English 4A (Employability) and English 4B (Communication) for the 2026 -2027 School Year	**126-127**
Action:	Motion___; Second___. **Vote:** Yes__; No ; Absent ; Abstain_ .	

14.3 Human Resources:

14.3.1	Approve New Job Description for Secretary to the Director of Expanded Learning Opportunities Program (ELOP) and School Readiness	**128-131**
Action:	Motion___; Second___. **Vote:** Yes ; No _; Absent _; Abstain .	
14.3.2	Approve Variable Term Waivers for Administrative Services	**132-133**
Action:	Motion___; Second___. Vote: Yes ; No__; Absent ; Abstain .	
14.3.3	Approve a Declaration for Provisional Internship Permits	**134-135**
Action:	Motion___; Second___. **Vote:** Yes__; No _; Absent__; Abstain _.	
14.3.4	Adopt Revisions to Board Policy and Administrative Regulations 4119.43, 4219.43, 4319.43 Universal Precautions (Second Reading)	**136-143**
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** June 9, 2026
    - **17.2** June 23, 2026
    - **17.3** August 11, 2026
    - **17.4** August 25, 2026

18. **Upcoming Events:**

18.1	May 29, 2026	Last Day of School
18.2	June 5, 2026	Summer School Begins
18.3	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, May 12, 2026

6:30 PM: **1-3.** President Silcox called the meeting to order and adjourned to closed session.

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

7:05 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#38, 25/26#39, 25/26#40
3.2.1	
Action:	Hawkins, Cheeseman. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Secker).
6b	Report Out of Action Taken on Board Waivers: MES#10357565
3.2.2	
Action:	Approved. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Secker).
6c	Report Out of Action Taken on Consider Revised Non-Paid Leave of
3.3.1	Absence for Certificated Employee #UC-1466, Pursuant to Article XX
Action:	Approved. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Secker).
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:	Approved. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Secker).
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:	Approved. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Secker).
6f	Report Out of Action Taken on Release Probationary Classified
3.3.4	Employee #UCL-575 Para Educator I, IEP
Action:	No vote taken, agenda item pulled.

Minutes: **7. Approve Regular Minutes of April 28, 2026.**
Action: Cheeseman, Hawkins. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Secker).

Audience: Mark Sankus, Raney Shimozono, Kimberly Jacobs, Kaliegh Felisberto, Anthony Irrizary, Pia De Rosa, Major Roundtree, Marlene Hepner, Sam Strube, Idi Gaines, Bob Brownne, Angela Putt, Cherie Johnston, Vicki Headley, Nancy Gardner, Kimberly Smith, Tammy Peterson

Student Rep Reports: **8.1 Kimball High:** Sarem Girmai provided his last update for 25/26 school year. Kimball has been busy with activities, art programs, and athletics. The softball team has not disappointed and they continue to show spirit as they are preparing for a match up against St. Francis. Sarem recognized the track team for the past few meets where they have earned many medals, the team is excelling all around. They have a new varsity football coach, Kevin Speer. He is excited to witness

the greatness the student athletes will have at his direction. The Adams Family Musical was a success, from the acting to the stage production and everyone is encouraged to come by tomorrow and Thursday for their music program. During Teacher Appreciation Week, they celebrated with a soda bar to thank the teachers for everything they do. AP exams are coming to a close and there are many senior events scheduled along with the scholarship awards night.

Alternative Education: Tatum Cobarrubia and Lillie Rose reminded everyone that graduation is approaching! This is an opportunity for all the mid-year graduates to come together for an official ceremony. They will celebrate student accomplishments and look forward to new beginnings. Next year they are offering a new class focusing on digital media production. The course will teach students how to create professional videos, produce podcasts and master editing tools. It is a great opportunity to gain valuable skills for a future in the media driven world.

Tracy High: Violet Howard-Menteer informed THS has been celebrating mental awareness with their sports teams and school staff. The Drama department put on the production of Robin Hood with a fantastic set and costumes. Last month they celebrated diversity with all the clubs on campus. They have been busy promoting mental health with the help of their counselors with games like 'Guess that Water' where different brands of water from Figi to the campus fountain were blindly tasted to promote hydration and painting kindness rocks with positive messages. Noor Tatari was introduced as next year's student representative. Track and field has their senior night banquet on May 20 and the Leadership banquet occurs on the same night. Grad Night is this Sunday at Disneyland and she is wishing the seniors a great night. The final senior activity scheduled is a Rotation Rally, where each grade moves up and the seniors move out. During the rally they will premiere the THS Lift Up and show off their school spirit.

West High: Lucia Noor Behnam and Alexandra Larson informed the JROTC had their Pass in Review ceremony last week and the students passed with flying colors. WHS Art Teacher, Ms. Kim, is running for Americas Favorite Teacher, she is amazing and the students are rooting for her. WHS just put on their spring play, The Ghost in the Machine, which was entirely performed and written by the students. AP Art and Advanced Animation students competed against other students within the county, taking first place in two categories. The Wolfpack Jazz Band placed second place at the Lincoln Festival in Stockton. Last week they celebrated Teachers Appreciation with a breakfast and a salsa eating contest put on by the Cafecito parents. This week they are holding the Track and Softball senior nights and are capping off the week with Senior Sunset on Friday.

The students were presented with certificates thanking them for their service as school board representatives.

8.2 Tracy High School FFA: Recorder, Chloe Braden, and Treasurer Maverick Fernandez shared that last week they celebrated National FFA Week, a week of

dress up days, activities and opportunities to earn FFA points. Members traveled to Ontario, CA for FFA State Leadership Conference where they worked hard participating in workshops to build leadership skills. A special shoutout was given to the Advisor and Ag Secretary that work so hard to bring these opportunities to them. Abigail Avila held her barn ribbon cutting ceremony. As her senior project, she built a fully functioning livestock barn on campus. Members that show animals at Ag Fest but do not have a location to house them can now utilize this location. Several members attended the Delta Valley Sectional Meeting. Two of their chapter members ran for office and earned a spot on the team. Teams travelled to the Cal Poly State Finals; they worked extremely hard for that competition. The Marketing Cooperatives team placed 2nd overall in the state of California.

8.3 West High School FFA: Sophia Cosme, 26/27 Chapter President, Emely Mendez Mota, 25/26 President, and Jordon Bautista, 26/27 Reporter, presented with excitement for the successful year FFA has had. Their biggest highlight this year is the progress made on the new welding shop. Students are eager to learn welding skills, shop safety, and project construction in the new facility. The Career Development event teams earned the opportunity to compete at the state FFA finals at Cal Poly San Luis Obispo where the teams placed within the top 20 of the state. They are extremely proud of their hard work and dedication. Next week the top 60 FFA earners will be awarded a trip to the Monterey Bay Aquarium. Ag Fest is scheduled for June 14-20, there students will be exhibiting the animals they have spent months raising and preparing, showcasing their hard work to the community.

Recognition & Presentations:

9.1 Recognize the West High School JROTC Varsity Color Guard Team for Achieving the National Championship Title The WHS JROTC Varsity Color Guard Team took 1st place at the Golden Bear West Coast National Drill Meet in Torrance, California, and are now the national champions. They were presented with certificates.

9.2 Tracy Adult School Sam Strube, Adult School Principal and CTE Director, shared statistics, available programs, and opportunities that contribute to the Adult Schools success. The City of Tracy census data shows there are approximately 18,000 adults that can benefit from English classes (ESL, Beginning Literacy, Adult Basic Education and the High School Diploma or Equivalency Program). The school also offers a concurrent credit recovery program for high school students that choose to make up F grade classes. Overall, 1,869 students have enrolled in the Adult School this year. Students from the evening ESL class gave testimonials of their experiences attending the school and how the Adult Education program impacted their lives and they voiced appreciation for the teachers and staff.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

Hearing of Delegations

11. Juan and Lara Ramirez spoke regarding an interaction between his son and a district employee. He feels that decisions belong to them as parents. He was told by an employee he could not sign paperwork because he is a stepfather. He feels this is wrong and their home has been emotionally affected. There was no reason for this private issue to be discussed with his child. He would like to file a formal complaint.

Alana Garcia-Chavez is a TUSD parent that works in Special Education outside the district. She has seen firsthand how districts are impacted by budget cuts. TUSDs greatest resource is the people that show up each day for the students. She would like to make sure the district is able to retain employees by offering competitive pay and benefits. She would like the district to seek parent and community feedback. The process of attending a board meeting is not very accessible. She encourages the district to increase ways to obtain public feedback by amending the bylaws to allow public comment to be submitted via email.

Kaleigh Felisberto read a statement on behalf of another teacher. Children with disabilities are educated with children that are not disabled with extra help in reading or math support from an aid. Students should receive appropriate services, SPED is not a one size situation. This past year changes have been made, SPED is moving in a new direction. Little information has been shared. She feels she has been left in the dark.

Chris Munger is a Co-Teacher at KHS, they ensure that kids do not fall through the cracks. They are being told that the co-teaching model is phasing out and that it is a great thing because they will have 30 minutes from a push in teacher to support them each week rather than every day in the classroom. The students deserve more. Kids with moderate needs are being pushed into regular ed classrooms. Teachers need support in the classroom.

Mark Sankus said the most important factor for student success is consistency. That is why he believes we should be cautious before eliminating the co-teaching model and daily consistency. Teachers learn of the students' needs from daily interaction. Students with IEPs thrive on routine, familiarity, and a stable support system. PLCs meet infrequently; the new system will create gaps in support. He feels a new model should be piloted before becoming a district wide change.

Raney Shimozono is a $4^{th}/5^{th}$ SDC teacher. She is concerned the SPED team has not effectively communicated the significate changes happening across the district. Lack of communication has caused high levels of stress to many SPED teachers. She is concerned that the SPED department team is not looking out for the best interest of the students or the child as a whole. She would like the board to look into the specifics of the mandatory changes to ensure the district has transparency and guidance for all.

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

Consent Items:

13. Board approval of any agenda item requiring insurance or fingerprint clearance is conditioned upon receipt of appropriate documentation by Tracy Unified.
Action: Hawkins, Cheeseman. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Secker).

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

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

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

13.1.4 Approve Payroll Report (April 2026)

13.1.5 Approve Revolving Cash Fund Report (April 2026)

13.2 Educational Services:

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

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

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

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

13.2.5 Approve Subscription Purchase for ELLevation Education Platform for the 2026-2027 School Year

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

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

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

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

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

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

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

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

13.3 Human Resources:

13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment

13.3.2 Approve Classified, Certificated, and/or Management Employment

13.3.3 Approve Classified Calendars for the 2026-2027 School Year

13.3.4 Approve the Declaration of Need for the 2026-2027 School Year

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)

Action: Alexander, Traina. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Secker).

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

Action: Alexander, Hawkins. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Secker).

14.2 Educational Services:

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

Action: Cheeseman, Traina. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Secker).

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

Action: Cheeseman, Alexander. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Secker).

14.3 Human Resources:

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

Action: Hawkins, Cheeseman. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Secker).

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

Action Cheeseman, Traina. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Secker).

Board Reports:

Trustee Traina expressed how wonderful it was to hear from the students and of all the events occurring as we close out the school year. The Tracy Adult School presentation was moving; it verifies the reason why we do what we do and confirms the power of education. Trustee Cheeseman loves hearing from the students and teachers and she thanked everyone for coming out tonight. There was a District Recognition last week to honor retirees and the Employees of each Term, it was an honor to be involved. To have so many awesome students shows that we have awesome teachers and administration. It takes a team to get this done and we see the results. Trustee Hawkins agrees there is always room to improve how we do things. Trustee Alexander congratulated the employees that received recognition last week. She attended the WHS production of Ghost in the Machine. She enjoyed the student run play. Trustee Silcox passed on comment.

Superintendent Report:

Dr. Pecot acknowledged the teachers who attended to voice their Special Education concerns. They are the backbone of the district. He will take the information back for discussion and clarification. This month, there are activities planned every night and people are working hard; it's a great time of the year for celebrating. This Friday is the Classified Appreciation Breakfast being held at West High School, beginning at 7:00 a.m.

Adjourn: 8:21 pm

_____ _____

Clerk Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 12, 2026
SUBJECT: **Receive Report on Instructional Materials Adoptions**

BACKGROUND: Education Code Section 60200(b)(1) and the Williams Settlement Legislation require districts to adopt instructional materials (IM) that are aligned to the State's content standards and consistent with the curriculum frameworks and the State's cycle of adoptions.

In compliance with Board Policy 6161.1, adoption committee teachers analyzed and evaluated instructional materials using criteria set out in the California Department of Education's (CDE) Toolkits for Instructional Materials Evaluation (TIME) or adaptations of the TIME process developed by the IMC. The teacher teams selected IM programs, and the Curriculum Council is recommending these programs to the Board.

Course(s)	Publisher	Program/Title	Copyright
Spoken Truth	Sourcebooks MediaFusion	*Take the Mic: The Art of Performance Poetry, Slam, and the Spoken Word*	2009
	Teachers & Writers Collaborative	*Spellbound: The Art of Teaching Poetry*	2019

RATIONALE: The instructional materials being recommended for adoption demonstrate the highest correlation to the following evaluation criteria used by the committees in the adoption process:

- Alignment to the standards and goals of that content area or course
- Instructional methods that actively engage all students at all levels of achievement
- When applicable, supports examinations related to that course.

This agenda item meets 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: Funding for the purchase of recommended materials not to exceed $60 for the 2026-27 school year will be provided by funds from Goal 1, Action 8 of the Local Control Accountability Plan reserved for the purchase of instructional materials. Renewals in following years will be paid from funds set aside for growth and replacement or instructional materials funds when available.

Course(s)	Publisher	Program/Title	Copyright
Spoken Truth	Sourcebooks MediaFusion	*Take the Mic: The Art of Performance Poetry, Slam, and the Spoken Word*	2009
	Teachers & Writers Collaborative	*Spellbound: The Art of Teaching Poetry*	2019

RECOMMENDATION: Receive Report on Instructional Materials Adoptions.

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 6, 2026
SUBJECT: **Receive PAR Joint Committee Annual Report for 2025-2026**

BACKGROUND: During the 2009-2010 school year, the Tracy Educators Association (TEA) and the Tracy Unified School District brought back the Peer Assistance and Review (PAR) program. The Program continues to operate during the 2025-2026 school year.

RATIONALE: The Peer Assistance and Review Program (PAR) allows exemplary teachers (Consulting Teachers) to assist certain permanent and beginning teachers in the areas of instructional skills, pupil progress, learning environment/classroom management, adherence to curricular/learning objectives, and/or related aspects of his or her teaching performance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving their performance.

Pursuant to Article XXXVI, Peer Assistance and Review (PAR), the Joint Committee is required to submit an annual report to the Governing Board regarding the program's impact. The attached annual report from the Joint Committee includes a summary of the program activities and recommendations of the Joint Committee.

This aligns with 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.

RECOMMENDATION: Receive PAR Joint Committee Annual Report for 2025-2026.

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

PEER ASSISTANCE AND REVIEW PROGRAM
2025-2026 Annual Report

Voluntary Participants:

The PAR program served one voluntary participant during the 2025-2026 school year. The participant entered PAR in September of 2024 and received the basic level of support through April of 2026. As additional support has been requested, an extension of support has been granted to the participant and will end in December of 2026. This extension will afford the maximum amount of participation in PAR as outlined in the Master Agreement with TEA.

Mandatory Participants:

There were no mandatory participants during the 2025-2026 year.

Consulting Teachers Training and Support:

The Consulting Teacher continued in their role through the 2025-2026 academic year. Support for the Consulting Teacher was offered during monthly meetings with the Joint Committee, as well as through communication with the Human Resources and Professional Learning offices.

Applications for additional consulting teachers have been sent to all teachers and will be processed as they are received.

Topics/Activities Covered in the Peer Assistance Program (PAR):

The Joint Committee meets monthly to review reports from the consulting teacher, to monitor progress and provide support as needed. The Consulting Teacher attends the Joint Committee meetings to provide updates on coaching and mentoring activities, as well as report on progress made and continued areas of growth. This information is documented through time logs, observation summaries, and other PAR documentation forms. When the Consulting Teacher does not attend, these monthly reports are submitted in advance of the scheduled meeting and provided to Joint Committee members for their review.

The funding for the PAR Program serves voluntary and mandatory participants, as well as the New Teacher Induction Program. Per the Master Agreement, the previous year's revenue monies not used by the PAR Program will be used in the BTSA/Induction Program during the following year.

Recommendations:

For the 2026-2027 school year, the Joint Panel recommends:

- Consulting Teachers who are selected for newly referred teachers should collaborate with their Participating Teacher *before school starts* to set up the classroom and to design and implement structures and routines to ensure an effective and healthy learning environment for all students.

- The Joint Committee continue to provide training materials for site administrators to inform them about the PAR program and its benefits. Continue to present PAR training information during management meetings for all administrators to take back to their sites for implementation with their teachers.

- The Joint Committee continue to remind Site Administrators and TEA Members annually about the benefits of volunteering for PAR participation and that the PAR Program is available to all permanent teachers on a voluntary basis at any time during the school year. Support may be available to probationary teachers, pending availability of mentors.

- The Joint Committee continue to gather feedback from participating teachers and consulting teachers to evaluate the effectiveness of their PAR experience.

- The Joint Committee continue to provide on-going support to Consulting Teachers in partnership with the Professional Learning Department. The committee believes this training should be an expectation for consulting teachers providing service to mandatory participants.

Respectfully submitted,

PAR Joint Committee Members:
Tara Bell, TEA Representative
Anne Martin, TEA Representative
Catalina Piña, TEA Representative
Tammy Jalique, District Representative and Joint Committee Chair
Stephen Theall, District Representative

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 26, 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 26, 2026

A.

Vendor:	Eaton Interpreting
Sites:	District Wide
Item:	Agreement
Services:	Provide American Sign Language (ASL) interpretation services, either in-person or via video, as requested by the student's parents or the District, for school or district-related meetings. (SPED)
Cost:	$2,500.00
Project Funding:	602 Funding (SPED)

B.

Vendor:	McArthur & Levin, L.L.P
Sites:	TUSD/SPED
Item:	Attorney-Client Fee Contract
Services:	Legal services for Special Education matters under state and federal law.
Cost:	$275.00/hr. (associate attorney), $145.00/hr. (paralegal)
Project Funding:	Risk Management

C.

Vendor:	Eaton Interpreting
Sites:	District Wide
Item:	Agreement
Services:	Provide American Sign Language (ASL) interpretation services, either in-person or via video, as requested by the student's parents or the District, for school or district-related meetings. (Student Services)
Cost:	Not to exceed $4,900.00
Project Funding:	General Fund/Environmental Compliance

D.

Vendor:	Keenan
Sites:	District Wide
Item:	Loss Control Services Agreement
Services:	Keenan will provide the Rent-A-Safety (RASP) Program to improve regulatory compliance, increase safety for employees, students, and campus visitors, and address property and liability loss exposures. The RASP program will include the following services on a requested basis: Employee safety training, forklift, aerial lift, scissor lift, boom lift, written program and regulatory compliance, hazard assessments, certified playground safety inspection (CPSI) etc.
Cost:	$12,000.00
Project Funding:	Environmental Compliance

E.

Vendor:	Keenan
Sites:	District Wide
Item:	Service Agreement 7/1/26-6/30/2027
Services:	Keenan shall provide TUSD with administrative, adjustment, investigative, and additional investigative services on all current and new claims
Cost:	V.P/A.V. P/ Claims Manager: $114.00 per hr., Senior Claims Examiner: $108.00 per hr., Claims Examiner: $96.00 per hr., Expenses: 45% of hourly billing.
Project Funding:	Risk Management

F.

Vendor:	Brightly
Sites:	District Wide
Item:	Contract 7/1/26-6/30/27
Services:	Brightly replaces the District's existing asset management software, providing a more efficient tool to manage and maintain all District assets and facilities, streamline work orders and tasks for maintenance and technology, and plan and schedule preventive maintenance.
Cost:	Annual Renewal $32,657.30
Project Funding:	General Fund

G.

Vendor:	Law Offices of Young, Minney & Corp, LLP
Sites:	District Wide
Item:	Purchase Order
Services:	Legal services related to charter school law.
Cost:	$425.00/hr. (partners), $380.00/hr. (senior counsel), $150.00/hr. (paralegals)
Project Funding:	Risk Management

H.

Vendor:	McCormick and Barstow, LLP
Sites:	District Wide
Item:	Purchase Order
Services:	Legal services for liability claims and litigation
Cost:	$335.00/hr., as negotiated by the NorCal Relief executive committee.
Project Funding:	Risk Management

I.

Vendor:	Leone & Alberts, Attorney at Law
Sites:	District Wide
Item:	Purchase Order
Services:	Legal services for liability claims and litigation
Cost:	$335.00/hr., as negotiated by the NorCal Relief executive committee.
Project Funding:	Risk Management

J.

Vendor:	Johnson, Schachter, & Lewis
Sites:	District Wide
Item:	Purchase Order
Services:	Legal services for liability claims and litigation
Cost:	$335.00/hr., as negotiated by the NorCal Relief executive committee.
Project Funding:	Risk Management

K.

Vendor:	Fagen Friedman & Fulfrost, LLP
Sites:	District Wide
Item:	Purchase Order
Services:	Agreement for Legal Services
Cost:	Rates range from $180/hr. to $460/hr. dependent upon the attorney/paralegal.
Project Funding:	Risk Management

L.

Vendor:	Veolia ES Technical Solutions, L.L.C.
Sites:	District Wide/MOT
Item:	Purchase Order
Services:	Packaging, transporting, and disposal of hazardous and universal waste as required by the Department of Toxic and Substance Control and San Joaquin County Environmental Health
Cost:	$70,000.00
Project Funding:	General Fund/Environmental Compliance

M.

Vendor:	Dannis Woliver Kelley, Attorneys at Law
Sites:	District Wide
Item:	Agreement
Services:	Legal services related to general education, law advice and representation, including collective bargaining, litigation, property, and facilities-related matters
Cost:	Rates range from $130.00/hr. to $475.00/hr. dependent upon the level of qualification of the individual attorney and the nature of the legal services provided
Project Funding:	Risk Management

N.

Vendor:	Eide Bailly LLP
Sites:	District Wide/Finance
Item:	Agreement (expires 6/30/27)
Services:	Audit financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Tracy Unified as of and for the year ending June 30, 2027.
Cost:	$120,000.00
Project Funding:	General Fund

O.

Vendor:	Transfinder
Sites:	Transportation Department
Item:	Software license and hosting agreement (automatic renewal)
Services:	Transfinder is a bus routing software system that includes a scheduling system, route analysis, cost calculations, and satellite imagery.
Cost:	$14,200.00
Project Funding:	General Fund/Transportation

P.

Vendor:	TK Elevator
Sites:	District wide/MOT
Item:	Service Agreement
Services:	Maintenance, repair, state inspections, and emergency communication monitoring for nine (9) district passenger elevators and thirteen (13) thirteen wheelchair lifts located at various school sites.
Cost:	$55,000.00
Project Funding:	General Fund

Q.

Vendor:	Wolpert
Sites:	District wide/Student Services
Item:	Yearly Agreement (automatic renewal)
Services:	Wolpert will grant access to their web-based myschoolLocation software to be used by District personnel and the community to easily identify and match the student home address to their appropriate zoned school location.
Cost:	$1600.00 annually
Project Funding:	General Funds/Student Services

R.

Vendor:	COSCO Fire Protection
Sites:	District Wide/MOT
Item:	Agreement
Services:	Conduct annual inspection of the fire sprinkler system and fire hydrant systems per NFPA 25. Repair and service sprinkler risers and hydrants based on deficiencies found during inspection
Cost:	$115,000.00
Project Funding:	Environmental Compliance

S.

Vendor:	CI Solutions
Sites:	Transportation
Item:	2nd year of a 3-year agreement-expires 6/2028
Services:	CI Solutions will provide bus pass printing software, services, supplies, and hardware. This will replace the current bus pass processing systems that no longer work with the district's bus routing software.
Cost:	$3,000.00 annually
Project Funding:	N/A

T.

Vendor:	LeaseQuery, LLC
Sites:	Finance Department
Item:	Sales Order
Services:	A software subscription is needed to implement GASB 87 and GASB 96.
Cost:	$14,400.00, $9,400.00 annually
Project Funding:	N/A

U.

Vendor:	TK Elevator
Sites:	Freiler School
Item:	Repair Work Order
Services:	Hydraulic Pump Assembly Replacement a. The existing pump assembly (motor, pump, and control valve) is original to install and no longer maintains consistent hydraulic pressure, resulting in platform drift and repeated shutdowns. We propose replacing this assembly with a new, complete unit to restore proper system performance and reliability. Piston Packing Replacement (Repacking) b. The piston seals are also original to install, which have worn over time and are leaking hydraulic oil, contributing to pressure loss and additional drift while the unit is idle. We will remove and replace the packing seals to restore proper sealing and pressure retention.
Cost:	$39,230.90
Project Funding:	MOT/Environmental Compliance

V.

Vendor:	TK Elevator
Sites:	North School
Item:	Repair Work Order
Services:	Replace the jack seals and restore pressure to the hydraulic system. Over time, these rubber seals naturally harden and crack from constant exposure to heat and oil. By repacking, our crew will disassemble both pistons and replace the seals within the twin-post jack system, restoring a tight & reliable seal to mitigate future shutdowns. Because the seals require full disassembly access, this scope falls outside standard maintenance coverage. This repair will lengthen the life of the hydraulic system by 5-10 years, depending on usage, and the cost associated with this repair includes all necessary materials to perform a full replacement.
Cost:	$11,986.50
Project Funding:	MOT/Environmental Compliance

W.

Vendor:	Dryco
Sites:	Jacobson
Item:	Proposal
Services:	Jacobson Fencing and Gate for around the new portables
Cost:	$16,615.00
Project Funding:	25 Capital Fund

X.

Vendor:	Park Planet
Sites:	Villalovoz Elementary School
Item:	Proposal
Services:	New TK playground
Cost:	$234,570.84
Project Funding:	25 Capital Fund/ 12 State Fund

Y.

Vendor:	H.B Restoration Inc.
Sites:	Poet Christian School
Item:	Proposal
Services:	H.B Restoration will be painting the exterior of Poet.
Cost:	$62,300.00
Project Funding:	14 Deferred Maintenance

Z.

Vendor:	Sherwin-Williams
Sites:	Poet Christian School
Item:	Proposal
Services:	Purchasing the paint and materials for Poet from the Sherwin-Williams painting store.
Cost:	$19,800.00
Project Funding:	14 Deferred Maintenance

AA.

Vendor:	Warren Consulting
Sites:	McKinley Elementary School
Item:	Proposal
Services:	Civil engineering testing for the McKinley Modernization Project
Cost:	$15,380.00
Project Funding:	21 Bond O Fund

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: May 26, 2026
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

Donations Received by Tracy Unified School District/Tracy High School

1. Bob Torres and Patricia Hughes – 1995 GMC Suburban for the auto shop. The value of this donation is $4,500.00.

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

1. One Strong Man Junk Removal - $1,000.00, check #1000174374: Money will go towards supplies and expenses for our athletics programs.

RATIONALE: Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School District. This agenda item meets Strategic Goal #2 – Create a quality and effective learning environment for all students.

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials

Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 11, 2026
SUBJECT: **Approve Agreement for Contract Services between Community Medical Centers and Prevention Services Department for 2026 Summer School**

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

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Community Medical Centers to provide school-based mental health counseling to Tracy High during the Summer School program and at Kimball High and Tracy High during the High School Bridge program and at Southwest Elementary during the Kinder Bridge program. This effort is in alignment with TUSD's LCAP Goal #2: Provide a safe and equitable learning environment for all students and staff; Goals # 16 & #17.

FUNDING: The total cost for Community Medical Centers services will not exceed $32,120.00. Services will be paid for using District LCAP Fund 0709.

RECOMMENDATION: Approve Agreement for Contract Services between Community Medical Centers and Prevention Services Department for 2026 Summer School.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

COMMUNITY
Medical Centers

AGREEMENT FOR SPECIAL CONTRACT SERVICES

2026 Summer School Mental Health Services

This agreement, by and between **Tracy Unified School District**, with a principal address of 1875 W. Lowell Avenue, Tracy, CA 95376 (hereinafter "District") and **Community Medical Centers, Inc.** (CMC), a California non-profit corporation with a principal address of 7210 Murray Drive, Stockton, CA 95210 (hereinafter "Contractor"), (hereinafter individually "Party" or jointly "Parties"), 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:

   A. Provide **school-based mental health services** during the 2026 Summer School Session to be held June 5 – July 2 2026 per the dates, hours, and locations specified on Exhibit A, Tracy Unified School District/Community Medical Centers 2026 Summer School Mental Health Schedule, attached hereto and incorporated herein by this reference.

   B. Submit a monthly Mental Health Referral Log and a Student Log for each school site along with monthly invoices.

   C. Ensure that Contractor's Providers must be a Marriage Family Therapist (MFT), Master of Social Work (MSW) interns, Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), or a registered Associate with the Board of Behavioral Sciences (BBS).

   Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this Paragraph 1 and Exhibit A (hereby "Services"). 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. In consideration of the Services performed by Contractor, District shall pay Contractor according to the following fee schedule:

   A. District shall pay Contractor a **total of** Thirty Two Thousand One Hundred and Twenty Dollars ($32,120). 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..

   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.

3. The terms of the agreement shall commence on June 5, 2026, and shall terminate on July 2, 2026.

This agreement may be terminated at any time during the term by either party upon thirty (30) days' written notice to the other party. .

4. 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.

5. Contractor shall contact District's designee**, Samia Basravi, at (209) 830-3218,** with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

6. 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 Contractor are employees, agents, contractors or subcontractors of Contractor and not of District. 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 and 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 Contractor and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for any liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are directly caused by an acts or omissions of Contractor, its officers, agents or employees. The duty to defend and the duty to indemnify are separate and distinct obligations. Contractor will not defend the District.

7. 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.

8. Contractor certifies that their 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.

9. All medical records are the property of Contractor, and information from patient records may be shared only with the written approval of the patient or their legal parent or guardian in accordance with federal and state laws and regulations.

10. 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.

11. 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.

12. Subject to Section 9, 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: Community Medical Centers, Inc.

By: Gregory Diederich
Gregory Diederich (May 6, 2026 07:00:38 PDT)

Name/Title: Gregory Diederich, CEO

Federal ID No.: 94-2437106

Date: May 6, 2026

District: Tracy Unified School District

By: _____

Name/Title: _____

Date: _____

_____
Department/Site Approval

_____
Budget Approval

_____
Date Approved by the Board

Exhibit A

Tracy Unified School District / Community Medical Centers

2026 Summer School Mental Health Schedule

Location: Tracy High School

Dates: 06/05/2026 – 07/02/2026

Time: 8:00am – 1:00pm

Agency	Service Type	Cost
Community Medical Centers	Mental Health Tier III (2 Clinicians)	$15,200.00

This includes Support for ESY/TYAP and EL Academy (Will need a Spanish speaking MH Counselor)

Location: High School Bridge - KHS / THS

Dates: 06/05/2026 – 06/18/2026

Time: 8:00am – 1:00pm

Agency	Service Type	Cost
Community Medical Centers - KHS	Mental Health Tier III (2 Clinicians)	$7,200.00
Community Medical Centers - THS	Mental Health Tier III (2 Clinicians)	$7,200.00

Location: South/ West Park Bridge Program

Dates: 06/08/2026 – 07/18/2026

Time: 8:30am – 12:00pm

Agency	Service Type	Cost
Community Medical Centers	Mental Health Tier III (1 Clinician)	$2,520.00

Total for CMC Summer School Mental Health Support 2026	**$32,120.00**

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 11, 2026
SUBJECT: **Approve Agreement for Special Contract Services with Operation Scholars and Prevention Services Department during 2026 Summer School**

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

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 interventions are targeted along with behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Operation Scholars to provide Tier 2 school-based Mental Health, Social, Emotional and Behavioral support services.

FUNDING: Total cost for Operation Scholars will not exceed $21,945.00. Services will be paid for using CYBHI Grant funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Operation Scholars and Prevention Services Department during 2026 Summer School.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties:

   Provide Mental and Behavioral Health support services to students displaying negative behaviors such as; classroom disruptions, educational anxiety, disengagement from school, disciplinary repercussions and attendance issues. Operation Scholars will provide these services at: Tracy High School and North Elementary School. A student log and referral log will need to be submitted along with the invoice upon completion of summer school services. One certificated Behaviorist at Tracy High, and 2 certificated Behaviorists at North will be assigned for this purpose.

   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 285 (285) HOURS, under the terms of this agreement at the following location Tracy High and North Elementary Schools.

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

   a. District shall pay $21,945.00 per FLAT RATE, not to exceed a total of $21,945.00. 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 06/05/2026, and shall terminate on 07/02/2026.

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

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

7. Contractor shall contact the District's designee, Samia Basravi, at 209-830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Demarieya Nelson
Contractor Signature 05/01/2026

C.E.O/ Behaviorist
Title

Business Services Review Yes

Tracy Unified School District

Date

Funding Source

District Office
Site/Department:

Date Approved by the Board

Rev. 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 30, 2026
SUBJECT: **Approve Agreement for Contract Services between Valley Community Counseling and Prevention Services Department for 2026 Summer School at West High and North School**

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

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Valley Community Counseling to provide school-based mental health counseling to North School during the Summer School program and at West High School during the Summer Bridge program. This effort is in alignment with TUSD's LCAP Goal #2: Provide a safe and equitable learning environment for all students and staff; Goals # 16 & #17.

FUNDING: The total cost for Valley Community Counseling services will not exceed $23,200.00. Services will be paid for using District LCAP Fund 0709.

RECOMMENDATION: Approve Agreement for Contract Services between Valley Community Counseling and Prevention Services Department for 2026 Summer School at West High and North School.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties:

   Provide school-based Mental Health Services during 2026 Summer School at the following sites: North Elementary School and West High School. A Mental Health Referral Log and a Student Log (for each school site) will need to be submitted along with the invoice upon completion of summer school services. Providers must be Licensed Marriage Family Therapists (LMFT), or a Licensed Clinical Social Worker (LCSW), or Licensed Professional Clinical Counselor (LPCC), or a Board of Behavioral Sciences Registered Associate MFT, ACSW, or APCC or a Master's Level student enrolled in a Master's counseling program or related field.

   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 hundred and ninety (290) HOURS, under the terms of this agreement at the following location North Elementary and West High School.

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

   a. District shall pay $23,200.00 per FLAT RATE, not to exceed a total of $23,200.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District SHALL 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 06/05/2026, and shall terminate on 07/02/2026.

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

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

7. Contractor shall contact the District's designee, Samia Basravi , at 209-830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Stacie Clark, LMFT
Contractor Signature 04/23/2026

Deputy Director
Title

Business Services Review Yes

Tracy Unified School District

Date

Funding Source

District Office
Site/Department:

Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 6, 2026
SUBJECT: **Approve Agreement with CODESTACK between San Joaquin County Office of Education and Special Education for Programming and Maintenance of SEIS/SIS for 2026-2027 School Year**

BACKGROUND: The memorandum constitutes an understanding between the Tracy Unified School District Special Education Department and San Joaquin County Office of Education to work in collaboration and maintain the integration components between Special Education Information System (SEIS) and the Student Information System (SIS).

RATIONALE: SJCOE/CODESTACK sets up/configures and supports the integration of components and services to allow bidirectional data transfer between SEIS and SIS to facilitate full interoperability and data integrity.

FUNDING: Expenses for 2026-2027 school year will not exceed $4,648.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement with CODESTACK between San Joaquin County Office of Education and Special Education for Programming and Maintenance of SEIS/SIS for 2026-2027 School Year

Prepared by: Jason Davis, Director of Special Education.

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
CODESTACK
MEMORANDUM OF CONTRACT

July 1, 2026 - June 30, 2029

PROGRAMMING AND MAINTENANCE OF SEIS/SIS INTEGRATION COMPONENTS AND SERVICES

This memorandum of contract constitutes an understanding between the San Joaquin County Office of Education (CODESTACK), a county office of education of the state of California, (SJCOE/ CODESTACK) and the Tracy Unified School District, (Client), a California school district, concerning design, programming and maintenance of integration components between Special Education Information System (SEIS) and the Client's Student Information System (SIS). Note that any deletions, additions or modifications to this memorandum of contract must be in writing signed by both parties.

1.0 OVERVIEW OF THE PROJECT

1.1 The Client has requested the setup/configuration and support of integration components and services to allow bidirectional data transfer between SEIS and the Client's SIS. SJCOE/ CODESTACK will set up and provide integration services developed using ASP.Net 4.0 to integrate SEIS with Client's SIS. Custom procedures, server jobs, and custom reports will be developed in both systems to facilitate full interoperability and data integrity.

2.0 PROJECT DELIVERABLES

2.1. Programming

SJCOE/ CODESTACK will work closely with the Client in the development stages to set, ascertain and meet milestones as the project is completed. SJCOE/ CODESTACK will program the front-end of the system using Microsoft's Windows Communication Foundation, ASP.Net, and .Net Framework 4.0 to develop the services. For the back-end database SJCOE/ CODESTACK will create SQL Server stored procedures, tables, and SQL Server Integrated Services (SSIS) packages to work with the data merge and updates. The front-end and back-end will be constructed to provide data integrity, efficiency, and scalability.

2.2. Sending Data to SEIS

The SJCOE/ CODESTACK will provide any needed SQL Server scripts or installation packages required to send data prepared by the Client, to SEIS (data must be provided in the structure defined by SJCOE/ CODESTACK). The service will need to be installed on a Windows Server at the Client's location. The service will encrypt and send SEIS the demographic data specified by SJCOE/ CODESTACK. The service will be configured to run on a nightly basis.

As the data is sent via the service, SEIS will update student records based on matching birth date and District ID. All transactions will be logged and to streamline errors all records not added will appear in an exception report with a description of error (i.e. not matching District ID, more than one matching District ID, etc.) Client agrees to send only special education students from SIS to SEIS.

The exception report will be available for district level users on their SEIS home page. Student records on the exception report will have links to quickly search, add, transfer, or delete the student record.

2.3. SEIS Sending Data to SIS

The SJCOE/CODESTACK will provide a nightly extract to the Client to facilitate updating data in the Client SIS. The Client will be responsible to process these updates in the SIS once this file is received.

2.4. Security

Data will be transmitted via REST API be encrypted via TLS if using the client integration application or protected by a client-hosted SFTP server.

2.5. User Acceptance Period

A "User Acceptance Period" will be established for two months following production implementation for the purposes of refinements and additions to the Web Services based on production feedback. Within these two months, feedback will be provided to CODESTACKs by the client and responded to by CODESTACKs within the User Acceptance Period.

3.0 SYSTEM MAINTENANCE

The SEIS data, integrated services, and recurring jobs will be served and hosted on SJCOE/ CODESTACK's secure web and database servers. Maintenance tasks to be undertaken by SJCOE/ CODESTACK during the three-year contract period will include, but not be limited to, the following:

- upgrade and redesign of additions and refinements to the Web Services during the User Acceptance Period as described in section 2.5;
- periodic revisions and additions during the course of the contract period months; and
- on-going debugging and maintenance of the Web Services and interface screens.

4.0 CLIENT RESPONSIBILITIES

Should the Client's SIS reside "On-Premise" or has control over SIS server(s)/database(s) and is not hosted by a 3rd party vendor, the Client will be responsible for:

- Developing required the stored procedurc(s)/queries, jobs/processes, and/or SIS packages needed in the SIS database or application for pulling proper data fields and data types required by the integrated service and any jobs related therein.
- Developing the inserts/updates, jobs/processes, SSIS packages, and/or exception rules for handling the data sent from SEIS (Only applicable if the Client is pulling data from SEIS).
- Uptime and maintenance of the Client's Windows Server and hosting any applications/service used in the integrated services.

If the Client's SIS is hosted and maintain by a 3rd party vendor, then it is the Clients responsibility to ensure the 3rd party vendor provides all test files, data, and transfer/authentication credentials.

In either scenario it is always the Client's responsibility to validate the data and ensure the minimal hardware and software requirements are met.

Minimum Hardware Requirements: Xeon 1.4Ghz, 8GB RAM and 18 GB Hard Drive Space.

Minimum Software Requirements: Windows 2016, and .Net Framework 4.7. Or compatible client-hosted SFTP server

5.0 TERMS OF THE CONTRACT

The Client agrees to pay the SJCOE/ CODESTACK annual maintenance fees of $2.00 (two dollars), per student based on the Eligible and Pending Student Count in SEIS. The Client's first annual maintenance fee will be $4,648.00 (four thousand, six hundred and forty-eight dollars) based on the count of 2324. SJCOE/ CODESTACK will invoicc the district for this first annual maintenance fee upon completion of the User Acceptance Period defined in section 2.5.

Note: Subsequent annual fees will be assessed and billed to the district every 12 months during the Term of this contract following the System Launch Date calculated using thc most recent Census Day Student Count.

Note: Anything above the standard Integration Services will have a minimum fee of $1,000 (one thousand dollars).

6.0 TERM AND TERMINATION

This Contract shall be in effect between the SJCOE/ CODESTACK and the Client beginning with the Effective Date and terminating 36 months from the implementation of production ready software (System Launch Date).

Assuming timely provision of required information and required reviews and approvals as deliverables are developed, all work required to provide tested, production ready software shall be completed no later than 60 days after the signing of this Contract. The User Acceptance Period will begin upon delivery and implementation of production ready software.

Either SJCOE/ CODESTACK or Customer may terminate this Contract upon at least thirty (30) days prior written notice to the other party, with such termination to be effective at the end of the current period for which Customer has paid annual fees when the notice of termination is provided. Within thirty (30) days of the effective date of termination of this Contract, SJCOE/ CODESTACK shall return Customer Data to Customer in an ASCII delimited file format or such other mutually agreeable format.

The provisions under which this Contract may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

7.0 PROTECTION OF PRIVATE CUSTOMER DATA

7.1 Customer and Provider recognize that some Customer Data in the SELPA and are confidential pursuant to relevant federal and state law, including but not limited to 20 USC section 1232(g) and Education Code sections 49060, et seq. Both Customer and Provider certify they will each abide by all applicable state and federal laws concerning Pupil Records.

7.2 Customer shall inform each Authorized User of the need to protect Customer Data containing Pupil Records. Customer agrees not to disclose or make available to any unauthorized third party any Pupil Records to which Customer's Authorized Users are granted access pursuant to this Agreement.

7.3 To further protect Customer Data, Customer agrees to restrict access to SEIS to Customer's Authorized Users. In addition, Customer agrees to advise each Authorized User before he or she receives access to SEIS Integration, of the obligations of Customer under this Agreement, and will require each Authorized User to maintain those obligations as set forth below:

- Customer's Authorized Users are prohibited from accessing or using SEIS for any purpose other than to serve the SELPA in connection with this Agreement. If an Authorized User uses SEIS for any unauthorized purpose, the use shall be deemed a breach of this Agreement.
- SEIS and all supporting documentation shall remain the property of the Provider, excluding Customer Data, which includes Pupil Records, provided by Customer.

7.4 Any failure by an Authorized User to protect Pupil Records shall be deemed a breach of this Agreement.

7.5 All Customer Data, including Pupil Records, shall remain the property of Customer.

7.6 Security and Confidentiality of Pupil Records. Provider will do the following to ensure the security and confidentiality of Pupil Records:

a) Designate an employee responsible for the training and compliance of all Provider employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement.
b) Provider will protect the confidentiality of Pupil Records and take all reasonably necessary measures consistent with industry standards to protect Customer Data from any and all unauthorized access and disclosures.
c) Provider has designated an individual responsible for training Provider employees, agents and assigns on reasonable protection measures and the confidentiality of Pupil Records consistent with state and federal law.
d) Provider shall not disclose Pupil Records, except as specified under the terms of this Agreement or as required by law.
e) Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used Pupil Records received from or on behalf of Customer and/or Pupils.
f) Provider warrants that all confidentiality and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by Provider, if any, to execute the terms of this Agreement.
g) Provider warrants that all Pupil Records will be encrypted in transmission and storage.
h) Provider will use appropriate and reliable storage media, which shall include weekly backup of all input provided by Customer and offsite storage of backup material for a 30-day period.

7.7 Unauthorized Disclosure Notifications. In the event of an unauthorized disclosure of Pupil Records, the following process will be followed:

a) Immediately upon becoming aware of a compromise of Pupil Records, or of circumstances that could have resulted in an unauthorized access to or disclosure of Pupil Records, Customer and Provider agree to notify the other Party, fully investigate the incident and fully cooperate with the other Party's investigation of the incident, implement remedial measures and respond in a timely manner.
    a. Parent or Adult Pupil will be immediately notified of:
        i. The nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.);
        ii. The specific Pupil Records that were used or disclosed without authorization;
        iii. What Provider and Customer have done or will do to mitigate any effects of the unauthorized use or disclosure; and
        iv. What corrective action Provider and Customer have taken or will take to prevent future occurrences.

b) Except as otherwise required by law, Provider will not provide notice of the incident directly to the Parent or Adult Pupil whose Pupil Records were involved, regulatory agencies, or other entities, without prior written permission from Customer.

7.8 Compliance with Applicable Laws. Customer Data, includes Pupil Records subject to the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g). Provider recognizes that as a county office of education and public entity, Provider is considered a "School Official" (as the term is used in FERPA and its implementing regulations) for any and all software, hosting and services provided to Customer through this Agreement. The Parties agree that the services provided to Customer through this Agreement serve a "legitimate educational interest," as defined and used in FERPA and its implementing regulations. The Parties agree to jointly ensure compliance with FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to Education Code section 49060 et. seq. The Parties shall comply with the following process for compliance with FERPA and California law:

a) Provider and Customer warrant that they are familiar with the confidentiality, security and disclosure requirements of FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to Education Code section 49060 et. seq. and have designated an individual responsible for ensuring compliance therewith.
b) Provider and Customer shall abide by the disclosure, security, breach notification, retention/destruction and use provisions contained in this Agreement and as required by law.
c) By the signature of its authorized representative or agent below, Provider hereby acknowledges that Customer has provided notice under Education Code section 49075(a) and 34 C.F.R. section 99.33(d) that Provider is strictly prohibited from disclosing Pupil Records from Customer to any third party without the prior written consent and direction to authorize -disclosure by Customer.

7.9 Within thirty (30) days of the Effective Date of termination of this Agreement, or within thirty (30) days from completion of this Agreement, Provider warrants that it will securely transmit all Customer Data, including Pupil Records, to Customer in ASCII delimited file format or other mutually agreed format, without retaining any copies of Customer Data. In the alternative, and subject to a written request from Customer, Provider will securely destroy all Customer Data, including Pupil Records, upon termination of this Agreement. Provider will then provide verification to Customer that the Customer Data not otherwise returned to Customer was destroyed subject to Customer's written request, the date of destruction and the method of destruction.

8.0 WARRANTY DISCLAIMER

SJCOE/CODESTACK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. SJCOE/CODESTACK ASSUMES

NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SERVICES OR DATA MADE AVAILABLE BY SJCOE/CODESTACK. CLIENT AGREES THAT SJCOE/CODESTACK SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.

9.0 APPLICABLE LAWS

This Contract is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and all applicable federal laws, all of which are made part of this Contract and incorporated herein as if fully set forth. It is also subject to any amendments in such laws during the term of this Contract. Should it be determined by a Court of competent jurisdiction that this contract of any portion of it is illegal or invalid, the contract shall be deemed terminated and both parties relieved of their obligations hereunder except the obligation of Client to pay for work already completed.

10.0 INDEPENDENT CONTRACTOR STATUS

This Contract is between two independent contracts and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

11.0 INDEMNIFICATION

SJCOE/ CODESTACK agrees to indemnify, defend and hold harmless the Client for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence of SJCOE/ CODESTACK.

The Client agrees to indemnify, defend and hold harmless SJCOE/ CODESTACK for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence or the Client.

CONTRACTOR/CONSULTANT to Provide Insurance

CONTRACTOR/CONSULTANT shall not commence any work before obtaining and shall maintain in force at all times during the term and performance of this Agreement, to the extent required by law, the policies of insurance specified below.

1. I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the contract.

2. Comprehensive General Liability Insurance in the amount of $

3. Cyber Liability Insurance.

4. CONTRACTOR/CONSULTANT must provide a certificate of insurance prior to beginning any work under this Agreement ☐ Yes ☒ N/A

5. If student contact shall occur, the Certificate of Insurance must show liability coverage in the amount of $ N/A for Child Abuse, Child Molestation and or Sexual Abuse. No coverage will be accepted without these declarations.

6. By signing this Agreement CONTRACTOR/CONSULTANT confirms that all requirements of the section have been met.

7. The insurance shall name the Tracy Unified School District as the additional named insured in the policy.

SJCOE Project Manager Fingerprinting Certification:

By signing this agreement, the SJCOE project manager hereby certifies that the **CONTRACTOR/CONSULTANT** for this project will have contact with students as indicated below:

X CONTRACTOR/CONSULTANT will have NO contact with students.

☐ CONTRACTOR/CONSULTANT will have contact with students only in the immediate presence of an SJCOE staff member.

☐ CONTRACTOR/CONSULTANT will have unsupervised contact with students. Please complete the Contractor Certification information.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

Johnny Arguelles, Division Director CodeStack San Joaquin County Office of Education	04/22/2026 Date
Tom Quiambao Director of ISET Tracy Unified School District	4/21/2026 Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc Supt of Ed Services
DATE: April 24, 2026
SUBJECT: **Approve Agreement between SPG Therapy & Education to Provide Speech and Language Pathologist and a School Psychologist for the 2026-2027 School Year**

BACKGROUND: Board approval is requested to enter into a contract with SPG Therapy & Education for the 2026–2027 school year. The District's Special Education Department recommends this agreement to secure the services of a qualified Speech and Language Pathologist and a School Psychologist to support student needs and ensure compliance with required services.

RATIONALE: This request supports the district's Strategic Goal #3 by ensuring a continuum of services and effectively applying fiscal, operational, and community resources to maintain a safe learning environment that supports both staff and student success.

FUNDING: The total expense for this contract is $500,000 for the 2026–2027 school year. These Special Education contract expenditures will be funded through 602 Special Education funding and are budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement between SPG Therapy & Education to Provide Speech and Language Pathologist and a School Psychologist for the 2026-2027 School Year.

Prepared by: Jason Davis, Director of Special Education.

SPG Therapy & Education, PC dba SPG Therapy & Education

2021 Ygnacio Valley Rd, C-103
Walnut Creek, CA 94598
Phone (925) 945-1474 Fax (925) 945-1768

AGREEMENT BETWEEN

Tracy Unified School District
AND
SPG Therapy & Education

THIS AGREEMENT is effective July 1, 2026, by and between the **Tracy Unified School District** (hereinafter "District") and **SPG Therapy & Education,** (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. **Performance of Services:**
   a. Contractor agrees to perform the services described on "Addendums A, B, C, D, E, F and/or G" (hereinafter "Services") of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials and tools, necessary for the performance of the Services.

   b. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. **Compensation & Terms for Payment**: Contractor shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the Contractor detailing dates/hours of services provided. Contractor shall submit said demands for payment for services rendered no later than thirty (30) days from the end of the month in which said Services were actually rendered. District shall make payment in an amount equal to the number hours of service provided multiplied by the agreed upon hourly rate within thirty (30) days of receipt of invoice. Any amounts past due shall accrue interest from the due date until paid at the rate of 18% per annum.

3. **Contract Term and Termination:** This Agreement will become effective on July 1, 2026. This Agreement will terminate upon the completion of the Services (as stated in addendums A (Speech) and/or B (Behavior) and/or C (Psychological Services) and/or D (Occupational Therapy Services) and/or E (Physical Therapy Services) and/or F (Mental Health) and/or G (Education) or when terminated as set forth below.

   a. Either party may terminate this Agreement at any time by giving twenty (20) days written notice (as referenced in number 4 of this contract) to the other party. Contract changes, amendments or cancellations must be communicated directly with Contractor's President. *As a professional courtesy, please do not discuss contract changes, costs, or pending employment changes with contractor's employees.* The Contractor will inform its' employees of changes or cancellations to the contract.

4. **Notice:** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or fax transmission with verbal confirmation of receipt, addressed as follows:

DISTRICT	**CONTRACTOR**
Tracy Unified School District 1875 W. Lowell Avenue Tracy, CA 95376 Phone: (209) 830-3270 Fax: (209) 830-3204	SPG Therapy & Education 2021 Ygnacio Valley Rd, C-103 Walnut Creek, CA 94598 Phone: (925) 945-1474 Fax: (925) 945-1768 **Tax ID# 94-3290122**

Any notice personally given or sent by certified mail or fax transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

5. **Relationship of the Parties:** Please note that all Contractors' employees are employed on an "At Will" basis and therefore cannot be required to provide a 20-day notice of termination. Contractor does request that employees provide a minimum of 20-day notice of termination. Contractor shall not be responsible for any loss or claim of damage whatsoever incurred by District/Facility in the event Contractor cannot provide a Speech-Language Pathologist (SLP), Speech-Language Pathology Assistant (SLPA), Board Certified Behavior Analyst (BCBA), Board Certified Assistant Behavior Analyst (BCaBA), Registered Behavior Technician (RBT), Behavior Technician (BT), School Psychologist (SP), Occupational Therapist (OT), Certified Occupational Therapy Assistant (COTA), Physical Therapist (PT), Physical Therapy Assistant (PTA), Mental Health Therapist or Education Specialist due to resignation of Contracted SLP/SLPA/BCBA/BCaBA/RBT/BT/SP/OT/COTA/PT/PTA/Mental Health Therapist or or Education Technician or Contracted SLP/SLPA/BCBA/BCaBA/RBT/BT/SP/OT/COTA/PT/PTA/Mental Health Therapist or Education Specialist is not able to provide services for any reason. However, Contractor will use all efforts to replace the SLP/SLPA/BCBA/BCaBA/RBT/BT/SP/OT/COTA/PT/PTA/Mental Health Therapist or Education Specialist, if one is available in the area.
    a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general.
    b. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay.
    c. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

6. **Management of SPG Therapy & Education Staff:**

    a. Each SLP/SLPA/SP/OT/COTA/PT/PTA/Mental Health Therapist or Education Specialist employee of Contractor is assigned a Clinical Supervisor. The Clinical Supervisor is available to provide assistance and support by helping contractor's employees access requested materials/assessments, explaining District/Facility procedures and forms, answering questions related to federal/state regulations and eligibility criteria, providing intervention suggestions and helping to resolve site related issues. The Clinical Supervisor may make site visits and/or provide Service Coverage for a contracted SLP/SLPA/SP/OT/COTA/PT/PTA/Mental Health Therapist or Education Specialist that is ill or may have excessive absences. Clinical Supervision services to be provided within contracted hours for assigned SLP/SLPA as designated in Addendum A, for assigned SP in Addendum C, for assigned OT/COTA in Addendum D, for assigned PT/PTA in Addendum E, for assigned Mental Health Therapist in Addendum F and/or for assigned Education Specialist in Addendum G.

    b. Each BT/RBT/BCaBA employee of Contractor is assigned a BCBA. The BCBA is available to provide assistance and support by helping contractor's employees access requested materials, explaining District/Facility procedures and forms, answering questions related to federal/state regulations, providing intervention suggestions and helping to resolve case related issues. The BCBA will make site visits and/or provide Service Coverage for a contracted BT/RBT/BCaBA that is ill or may have excessive absences. BCBA services to be provided within contracted hours as outlined in Addendum B.

7. **Federal & State Taxes:** Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payment upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

8. **Fingerprinting and Criminal Records Check of Contractor's Employees:** CONTRACTOR shall comply with the requirements of California Education Code section 44237, 3501.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with

LEA pupils, prior to service with any LEA pupil. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA pupils until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, or contractors, who may come into contact with LEA pupils have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

If District/Facility policy requires contractor's employee to obtain separate and additional live scan prior to placement at facility site, they may do so at District's/Facility's expense.

9. **Caseload Maximum:**

a. Speech-Language Services: Contractor agrees to a maximum caseload of 55 students for each full time SLP/SLPA and a maximum caseload of 40 students for any caseload that solely consists of students classified as SH, AAC, and/or preschool. Combination caseloads will be prorated based on caseload roster provided by district. *It should be noted that both ASHA and CTA recommend a caseload limit of 40 students for K through 12 public schools.

b. Behavior Intervention Services: BTs/RBTs are highly trained 1:1 aides. BCaBAs and BCBAs must supervise RBTs in accordance with the Behavior Analyst Certification Board (BACB) requirements.

c. Occupational and/or Physical Therapy Services: Workload management is an ongoing process and therapist's caseloads will be set and managed based on workload rather than number of students. Weekly hours can increase or decrease based on changes in workload.

10. **Rules and Regulations:** All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.

11. **Indemnification:**

a. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.

b. District shall and does hereby indemnify, defend, and hold harmless Contractor, and Contractor's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that Contractor may incur or suffer and that arise, result from, or are related to any breach or failure of District to perform any of the representations, warranties, and agreements contained in this Agreement.

12. **Non-Solicitation:** District/Facility understands and acknowledges that Contractor expends extensive amounts of time, resources and money educating, training and mentoring its employees. The purpose of these company investments by Contractor is to enhance employee retention and maintain an experienced and well-trained supply of employees capable of providing the Contractor's various services at multiple Districts/Facilities. Contractor is not in the business of training or recruiting individuals to be hired as employees of District/Facility. Accordingly, District/Facility agrees that during the term of this Agreement and for the immediate twelve calendar months following the termination of this Agreement (the "Period"), District/Facility shall not directly solicit for employment, offer employment to, or hire any employee of Contractor working at a District/Facility, without the prior written consent of Contractor. In the event that District/Facility breaches or violates this Paragraph 12, then District/Facility agrees to and shall pay to Contractor as damages the amount of $50,000 (fifty thousand dollars) per Contractor employee within 21 calendar days. District/Facility agrees that it would be impracticable and extremely difficult to determine the amount of actual damages caused to Contractor by a violation of this Paragraph 12, including but not limited to the loss of the return on Contractor's investment in its employee and losing key employees. The parties agree that this stated amount is a reasonable approximation of the probable damages owed

to Contractor. District/Facility, therefore, agrees that this amount of damages is fair and reasonable under the circumstances existing at the time this Agreement is executed.

13. **Supplies & Equipment:** Contractor will provide therapy and diagnostic materials as needed, if they are not available at school district/site. Should the contracting District require computer generated reports and IEPs, then it is the District's responsibility to either provide a computer to the contracted employee or provide access to a computer at the contractor employee's assigned site(s). If a computer is not available, then it is understood that all documentation will be handwritten.

14. **California Law:** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

15. **Attorneys' Fees:** If either party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

16. **Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

17. **Time for Site Specific Trainings/Requirements:**

a. Speech Services, School Psychology and Mental Health Services: District agrees to compensate Contractor for time spent by Contractor's employee for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, speech or Psych meetings, staff development days, and the like. Attendance for these services will be provided in accordance with the weekly contracted hours set forth in Addendum A and/or Addendum C.

b. Behavior Intervention Services, Occupational Therapy Services, Physical Therapy Services and Education Services: District agrees to compensate Contractor for time spent by Contractor's employee for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, staff meetings, staff development days, and the like, when District has requested Contractor's employee(s) to attend. Attendance for these services will be in addition to the weekly contracted hours set forth in Addendums B for Behavior Intervention Services, Addendum D of Occupational Therapy Services, and Addendum E for Physical Therapy Services.

c. District also agrees to pay Contractor for any additional time required by Contractor's employee to become proficient with any District/Facility required procedure (i.e.: computerized IEPs, Medi-Cal reports, positive behavior intervention, etc). Any hours in excess of contracted hours set forth in Addendums A, B, C, D, E, F and/or G and will require prior approval from District/Facility designee.

18. **List of Services to be Performed by Contractor:**

a. Speech-Language Services: Contractor will provide Services that align with the scope and practice for Speech and Language Pathology, as defined by the California Speech-Language Pathology and Audiology Board, for provision of speech/language therapy services in the public-school setting. Services to include direct and indirect activities as they pertain to eligible students on caseload and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

District will provide contracted SLP/SLPA with site's most current caseload list, to be updated on a monthly basis, via district generated roster lists.

b. Behavior Intervention Services: Contractor will provide Services that align with the scope and practice for Behavior Analysts, as defined by the Behavior Analyst Certification Board, for provision of behavior intervention services in the public-school setting. Services to include direct services as they pertain to eligible students and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

c. School Psychology Services: Contractor will provide Services that align with the scope and practice for School Psychologists, as outlined in the California Education Code, for provision of School Psychology services in the public-school setting. Services to include direct services as they pertain to eligible students and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

d. Professional Occupational and/or Physical Therapy services: Contractor will deliver Services in a school-based instructional model. The services include direct services to students, consultation, coordination, and collaboration with special and general education teams, appropriate documentation, and oversight of Occupational Therapy ("OT") and/or Physical Therapy ("PT") service delivery. The Services provided will follow state and federal education codes, best practices, and ethical standards as well as comply with program guidelines as set forth by District. Inclusive Services are comprised of direct contact with students to include direct treatment (individual and group), evaluations, Annual and Triennial assessments and meetings as well as consult time, preparation, documentation, travel between schools, mandatory meetings and administrative tasks.

19. Entire Agreement of Parties: This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreement, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

It is understood that contracted Speech Services will be provided and caseload demands will be met by a certified, licensed, and/or credentialed Speech-Language Pathologist (SLP), and/or a licensed Speech-Language Pathology Assistant (SLPA), when under the supervision of a certified and licensed SLP.

It is further understood that contracted Behavior Services will be provided by a certified, licensed, and/or credentialed Board Certified Behavior Analyst (BCBA), certified, licensed and/or Board Certified Assistant Behavior Analyst (BCaBA) under the supervision of a BCBA, and/or a certified, licensed, and/or credentialed Registered Behavior Technician (RBT) and/or Behavior Technician (BT) under the supervision of a certified and licensed BCaBA or BCBA.

It is further understood that contracted School Psychology Services will be provided by a certified, licensed, and/or credentialed School Psychologist.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. This contract is effective on July 1, 2026 , and terminates on June 30, 2027, unless sooner terminated as provided herein.

DISTRICT	**CONTRACTOR**
	Susan Stark
Name and Title of Authorized Representative Tracy Unified School District	Susan Stark, M.S., CCC-SLP
	3/20/2026
Signature	Date
Date	

SPG THERAPY & EDUCATION

District	Tracy USD
School Year	2026-2027
Last Updated	March 2026

SPG Specialized Therapy Services

Service	Bill Rate	Rate Type	Bill Rate	Rate Type
Speech Language Pathologist (SLP)	$123.53	Hourly (8-Hour Day)	$988.26	Daily
Speech Language Pathologist (SLP) - Specialty*	$138.25	Hourly (8-Hour Day)	$1,106.03	Daily
Speech Language Pathologist Assistant (SLPA)	$89.22	Hourly (8-Hour Day)	$713.80	Daily
Speech Language Pathologist Assistant (SLPA) - Specialty*	$93.83	Hourly (8-Hour Day)	$750.67	Daily
Remote Speech Language Pathologist (SLP)	$123.53	Hourly (8-Hour Day)	$988.26	Daily
Remote Speech Language Pathologist (SLP) - Specialty*	$138.25	Hourly (8-Hour Day)	$1,106.03	Daily
Physical Therapy (PT)	$113.68	Hourly (8-Hour Day)	$909.40	Daily
Occupational Therapy (OT)	$113.68	Hourly (8-Hour Day)	$909.40	Daily
School Psychologist	$158.74	Hourly (8-Hour Day)	$1,269.88	Daily
School Psychologist - Bilingual	$173.46	Hourly (8-Hour Day)	$1,387.66	Daily
School Psychologist - Hybrid	$158.74	Hourly (8-Hour Day)	$1,269.88	Daily
Mental Health - CG and PCT Services	$123.79	Hourly (8-Hour Day)	$990.30	Daily
Mental Health - CG and PCT Services - Bilingual	$138.13	Hourly (8-Hour Day)	$1,105.00	Daily
Independent Educational Evaluations (IEE)	$190.48	Hourly		
Education Specialist	$123.53	Hourly (8-Hour Day)	$988.26	Daily
Education Specialist - Bilingual	$138.25	Hourly (8-Hour Day)	$1,106.03	Daily

With the exception of the IEE hourly rate above are reflective of an 8-hour workday.

**Specialty services include: Bilinguol, AAC, AT, D/HH*

Bundled SPG Service Offerings

Service	Bill Rate	Rate Type	Bill Rate	Rate Type
Remote SLP + On-Site Facilitator	$143.37	Hourly (8-Hour Day)	$1,146.96	Daily

SPG THERAPY & EDUCATION

Region	Tracy USD
School Year	2026-2027
Last Updated	March 2026

SPG Behavior Management and Consultation Services

Provider Type	Bill Rate	Rate Type
Board Certified Behavior Analyst (BCBA)	$125.00	Hourly
Behaviorist	$95.00	Hourly

Tier 1: 1-5 Placements

Provider Type	Bill Rate	Rate Type
RBT	$68.00	Hourly
BT	$62.00	Hourly
Paraprofessional*	$58.00	Hourly

Tier 2: 6-10 Placements

Provider Type	Bill Rate	Rate Type
RBT	$66.00	Hourly
BT	$62.00	Hourly
Paraprofessional*	$56.00	Hourly

Tier 3: 11-20 Placements

Provider Type	Bill Rate	Rate Type
RBT	$64.00	Hourly
BT	$60.00	Hourly
Paraprofessional*	$54.00	Hourly

Tier 4: 21+ Placements

Provider Type	Bill Rate	Rate Type
RBT	$62.00	Hourly
BT	$58.00	Hourly
Paraprofessional*	$54.00	Hourly

*Paraprofessional rates apply to the following service providers:

Instructional Aide, Paraprofessional, Facilitator, Tutor, Technician

Discounted rates are applied upfront based on tier level committed to by Customer.

SPG | THERAPY & EDUCATION

Staff Clearances and Annual Required Notices

SPG Therapy & Education certifies that pursuant to California Education Code sections 44237, 56366.1, 30521.1, and 35021.2 all employees of SPG Therapy & Education have obtained clearance from the California Department of Justice and the Federal Bureau of Investigation and none of its employees have been convicted of a violent or serious felony as defined in the California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or
(j). Records of these clearances are kept on file in SPG Therapy & Education's Human Resources Department and SPG Therapy & Education has enrolled in subsequent arrest notification service as specified for each owner, operator, and employee of SPG Therapy & Education, per the requirements of Assembly Bill 389 and California Penal Code section 11105.2.

Tuberculosis clearance has also been obtained for all SPG Therapy & Education employees per the requirements of California Education Code sections 35021 et. seq. SPG Therapy & Education complies with the OSHA Blood Borne Pathogens Standards, per Title 29 Code of Federal Regulations section 1910.1030 and provides annual trainings regarding blood borne pathogens health care precautions. Annual notices and procedures are distributed to all SPG Therapy & Education employees including but not limited to: Anti-Bullying and Harassment, also cited as the Safe Place to Learn Act (as defined by the California Education Code sections 48900 and 234-234.5), Child Abuse and Neglect Mandated Reporting, Positive Behavior Intervention (California Code of Regulations, Title 5, Section 3052(i)), Reporting of Missing Children (California Education Code 49370), and Sexual Harassment/Non- Discrimination.
Records of state license/credential, tuberculosis clearances, and confirmation of receipt of all required annual notices are kept on file in SPG Therapy & Education's Human Resources Department

Thank you,

Susan Stark, M.S., CCC-SLP
President
SPG Therapy & Education

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc Supt of Ed Services
DATE: May 1, 2026
SUBJECT: **Approve Master Service Agreement with Alegre Care Inc., dba Alegre Home Care for the 2026-2027 School Year**

BACKGROUND: The District's Special Education Department would like to contract with Alegre Care Inc., dba Alegre Home Care for the 2026-2027 school year to provide a 1:1 LVN/RN to manage diabetics and perform other duties as required.

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

FUNDING: Expenses for this contract will not exceed $130,000.00 for the 2026-2027 school year. Special Education contract expenses are funded through 602 funding for Special education. budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Master Service Agreement with Alegre Care Inc., dba Alegre Home Care for the 2026-2027 school year.

Prepared by: Jason Davis, Director of Special Education.

Master Service Agreement

This Staffing Service Agreement ("Agreement") is entered into as of the 1st day of July 2026 (the "Effective Date"), by and between (the "Company Party" referred to as Alegre Home Care), and Tracy Joint Unified School District (the "Client"). The Agreement supersedes all other agreements and or contracts in place between the Client and Company Party. Client acknowledges the representative who signs any contract with Alegre Home Care on behalf of the Client has full signing authority and by doing so, this Agreement and each Staffing Confirmation Agreement (in the form attached hereto as Exhibit A) shall be binding.

1. Services and Staffing Confirmation (Exhibit A)

(a) Subject to availability, Alegre Home Care will provide the services of one or more Special Education Professional Associates (each an "Associate") on request from the Client on an as needed and as available basis (the "Services"). Alegre Home Care will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If Alegre Home Care elects to provide requested Services from Client, confirmation and detailed terms of the assignment will be provided to the Client in a "Staffing Confirmation Agreement" in substantially the form attached hereto as Exhibit A (one form per assigned Associate). Each such Staffing Confirmation Agreement shall designate the Company Party with rights and obligations under this Agreement and under the Staffing Confirmation Agreement in connection with the applicable Services, and Client expressly acknowledges and agrees that the other Company Party shall have no such rights or obligations in connection with such Services.

(b) Each Staffing Confirmation Agreement entered into or to be entered into in connection with this Agreement is hereby incorporated herein by reference as if fully set forth in this Agreement. If there is a conflict between the terms of this Agreement and a Staffing Confirmation Agreement, the terms of this Agreement shall prevail. The Client acknowledges that by acceptance of this Agreement, no further contract is required per individual contractor, regardless of the specific details of the assignment, hours, rate, etc. Electronic timekeeping will be provided to the Client on a weekly basis.
Alegre Home Care will use commercially reasonable efforts to obtain signed timecards from Client however, signed timecards are not required for approval to process and bill. By signing this Agreement, Client acknowledges that all hours worked by the contractor will be billed to Client's district to be paid in full in accordance with the agreed upon payment terms, regardless of approval of the timecard submitted. A rejected timecard will be subject to review by Alegre Home Care Associate, and Client. The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to Alegre Home Care by the earlier of (1) ninety (90) days after the claim arises, or(2) thirty (30) days after termination of the Associate's assignment pursuant to the Staffing Confirmation Agreement. Alegre Home Care will not be responsible for, and the Client hereby waives the right to assert any claims not reported in accordance with the foregoing.

2. Associates

(a) Alegre Home Care will refer qualified candidates without regard to race, sex, color, religion, national origin, marital status, veteran status, non-job-related medical condition, or any other statutorily protected category. The Client shall have the right of refusal regarding the Associate assigned by Point Quest, consistent with the other terms of this Agreement, but agrees that no refusal will be made on account of race, gender, color, religion, national origin, marital status, veteran

status, or any other statutorily protected category. The Client understands and agrees that any Associate assigned to the Client by Alegre Home Care pursuant to this Agreement, shall perform all Services as an independent contractor to the Client and not as an employee, agent, partner, or venture participant of the Client.

(b) Associates shall perform Services at the work site of the Client or remotely and during the normal work hours of the Client. The Client will provide, at no cost to Alegre Home Care working space facilities, and related services and supplies necessary to support each Associate engaged by the Client. Associates will work under the supervision and direction of the Client.

(c) The Client acknowledges that to Alegre Home Care typically checks Associates' references only by posing specific questions to certain past employers regarding skills and work history before placing an Associate on assignment. to Alegre Home Care typically conducts a limited background check but does not engage in any additional verification process (e.g., to Alegre Home Care) does not screen for drug use, administer a medical exam, or conduct credit checks). Should the Client have additional compliance needs, Client is required to provide a written request with clear instructions at the time of requesting Services. to Alegre Home Care shall not be liable for any losses, damages, liabilities, costs or expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from failure to obtain additional compliance verification, except where to Alegre Home Care has agreed in writing to obtain such verification.

(d) The Client is responsible for supervising the assigned Associates(s). The Client will not permit or require an Associate: (1) to perform Services outside of the scope of his or her assignment (2) to sign contracts on behalf of the Client, (3) to make any management decisions, (4) to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or valuables, (5) to operate machinery (other than office machines) or automotive equipment, (6) to perform Services remotely (on premises other than the Client's premises), or (7) to use computers or other electronic devices, software or network equipment owned or licensed by the Associate.

(e) The Client agrees to provide safe working conditions and will orient all Alegre Home Care employees at the start of any work engagement to the policies of the district including safety, hazard and emergency. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, the Client will notify Alegre Home Care immediately: (1) of any obligations in the government contract or subcontract relating to wages, and (2) if Alegre Home Care is legally required to initiate E Verify verification procedures for any Associate. Alegre Home Care reserves the right to re-assign any assigned Associate. The Client further agrees that it is fully responsible for, and that Alegre Home Care will not be responsible for any injuries, claims, damages, or losses that may result from the Client's failure to comply with the foregoing.

(f) Assigned Associates will execute any confidentiality agreement that the Client may reasonably require. The Client is responsible for obtaining the assigned Associate's signature. The Client agrees to hold in confidence the identity of any assigned Associate and the assigned Associate's resume, social security number and other legally protected personal information, and further agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use modification or disclosure.

3. Compensation and Payment Terms

(a) The Client shall pay Alegre Home Care an agreed hourly bill rate for each hour worked by an Associate as set forth in the applicable Staffing Confirmation Agreement, which will also specify the duration and location of the assignment. Overtime and Holiday hours worked will be billed at least 1.5 times the normal hourly bill rate, and in a greater amount if required by applicable State or local law. Holidays in consideration will be listed on the Staffing Confirmation Agreement. Overtime hours will be determined in accordance with applicable Federal, state, and local laws. Federal law defines overtime as hours more than 40 hours per week, and state laws vary. If state law requires double time pay, the double time hours will be billed at 2.0 times the normal hourly bill rate.

(b) Assigned Associates will present a time sheet record to the Client or its designated representative and use good faith efforts to verify hours at the end of each week. Alegre Home Care will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. Alegre Home Care invoices are due and payable [upon receipt] [within thirty (30) days of the billing date]. If the Client fails to pay any invoice when due, the Client agrees to pay all of Alegre Home Care costs of collection, including reasonable attorney's fees, whether legal action is initiated. Additionally, Alegre Home Care may, at its option, charge interest on any overdue amounts at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the highest rate allowed by applicable law from the date the amount first became due.

(c) Alegre Home Care may increase its rates for the Services provided under this Agreement to reflect increases in its costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit, and other costs. Alegre Home Care will provide written or verbal notice of any increase in its rates for the Services, which shall be prospective only, which notice shall specify the proposed effective date of the increase.

(d) In the event the Client's school or school system is physically closed (i.e., physical closures due to inclement weather, public health emergencies), including days on which the school or school system is physically closed but continues operating or providing educational instruction virtually or through online services to students ("Remote Learning Days") or days on which the school or school system is otherwise closed to students ("Closure"), Client shall remain fully obligated to remit payment to Alegre Home Care for the full amount (at the agreed upon bill rate) of the total typical hours worked and contracted for each applicable consultant for each day of the Client's Closure. Associates shall be ready, willing, and able to work his or her regularly scheduled hours during all Remote Learning Days via virtual instruction/meetings or online instruction/meetings.

Remittance address: Alegre Home Care

4. Client Hiring of Associates and Conversion Fees

(a) If the Client, after evaluating the performance and potential of an Associate on the job, desires to employ the Associate directly, the Client agrees to abide by certain restrictions and to pay any applicable "Conversion Fee" as provided herein below. The Conversion Fee, if applicable, is payable if the Client hires an assigned Associate, regardless of the employment classification on either a full time, temporary (including temporary assignments through another agency) or consulting basis within twelve (12) months after the last day of such Associate's assignment hereunder. The Client acknowledges that a Conversion Fee, if applicable, is also payable if the assigned Associate is hired by a subsidiary or other related company or business of the Client.

(b) The Client may elect to hire any Associate subject to payment of a fee equal to thirty- five percent (35%) of the Associate's annual total compensation, including bonuses (the "Conversion Fee"). The Client will pay the Conversion Fee to Alegre Home Care within 30 days of billing. In order for an Associate to be hired as the Client's employee, the Client must have a zero balance on all outstanding invoices. The foregoing hiring restriction and Conversion Fee obligations shall survive until one (1) year after the last date of service by the subject Associate at the Client's facility. Alegre Home Care agrees to waive its right to a Conversion Fee after an Associate has completed 2,700+ contracted hours with Client.

(c) The client shall provide Alegre Home Care thirty (30) days prior written notice of its intention to offer employment to any Associate and shall immediately confirm in writing when it has extended the offer (in writing, verbally or otherwise), and when the Alegre Home Care Associate accepts the offer (in writing, verbally, or otherwise). Alegre Home Care will bill Client for the Conversion Fee after the Alegre Home Care Associate accepts Client's offer. Conversion payment must be paid in full and have no outstanding balances prior to the Associate's scheduled first day as a district hire.

(d) Commencing on the first day that the Client includes on its payroll any Associate formerly referred to Client by Alegre Home Care that Associate immediately ceases to be an independent contractor with respect to Client, Alegre Home Care is no longer the Associate's employer, and is in no way liable in any way for the person's actions or omissions, tax deductions, workers' compensation insurance, unemployment compensation taxes or any other legally required taxes and withholdings.

5. Direct Hire Fees

(a) Should the Client wish to use Alegre Home Care as a headhunter for permanent assignments, a "Contingency Direct Hire Fee" equal to twenty five percent (25%) of the candidate's annual salary will become payable to Alegre Home Care when an offer, verbal or otherwise, is made by the Client and accepted by the candidate. Payment is due in full within thirty (30) days of invoice.

6. Replacement Policy

(a) If the candidate placed with Client voluntarily terminates his/her employment or is terminated for cause within sixty (60) days from the candidate's start date, Alegre Home Care will offer a replacement courtesy for that candidate. Alegre Home Care does not guarantee a replacement will be provided as it is contingent on candidate availability. However, the replacement policy is contingent upon full payment of the direct hire fee by Client within thirty (30) days of invoice.

7. Right To Counsel: Coaching and Dismissals

In instances of unsatisfactory performance of duties by an Associate, the Client agrees to make a good faith effort to rectify the issue, including a notice, in writing, to Alegre Home Care outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by Alegre Home Care staff. Should the issue not be resolved within a reasonable amount of time, the Client may request that the Associate be removed from the assignment. Alegre Home Care will make every effort possible to comply with the Client's request as quickly as possible. Client agrees to honor the terms of this Agreement and pay invoices for hours performed by any Associate up to the time of dismissal from the Client's assignment.

8. Cancellations

Client must provide twenty (20) in-session school days (business working days) written notice of cancellation to Alegre Home Care. A cancellation fee equal to the scheduled hours for any shift cancelled is payable to Alegre Home Care for all cancellations made with notice less than twenty (20) in-session school days (i.e. Associate business working days). For assignments Alegre Home Care must be granted at least forty (40) hours per week of work (unless the Client's full time business schedule is only thirty-five (35) hours per week, or (37.5) thirty- seven and a half hours per week). If an Associate's travel staffing assignment ends prematurely, the Client agrees to pay to Alegre Home Care presenting upon presentment of an invoice, all remaining housing costs

for the Associate, including apartment and furniture leasing costs, until the expiration of the applicable lease(s).

9. Contract Termination

This Agreement remains in effect from July 1st, 2026, to June 30, 2027 or until terminated by either Party. This Agreement shall be terminable by either Party upon thirty (30) days prior written notice. Termination of this Agreement will also result in the termination of each Staffing Confirmation Agreement between Alegre Home Care and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination if Alegre Home Care reasonably determines whether the assigned Associate's professional license or code of ethics has been compromised.

10. Notices

For the purposes of this Agreement, notice shall be effective to the Parties at the following addresses:

Client: Tracy Joint Unified School District
1875 W. LOWELL AVE.
TRACY, CA 95376

Your company name:

11. Insurance, Indemnification and Limitation of Liability

(a) Alegre Home Care shall maintain and provide to the Client, upon written request, proof of any assigned Associate's valid professional license, if applicable, and proof of Worker's Compensation Insurance (which will be maintained per statutory requirements). Additionally, Alegre Home Care shall procure and maintain insurance and upon written request, shall provide the Client with Certificates of such insurance covering the following risks:

- Professional Liability - $2,000,000 per Occurrence, $4,000,000 Aggregate
- General Liability - $2,000,000 per Occurrence, $4,000,000 Aggregate

(b) To the extent permitted by law, Alegre Home Care will defend, indemnify, and hold the Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Alegre Home Care' breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in a Staffing Confirmation Agreement, or the negligence, gross negligence, or willful misconduct of Alegre Home Care or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(c) To the extent permitted by law, the Client will defend, indemnify, and hold Alegre Home Care, and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by the Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in a Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct or unlawful act of the Client or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(d) Circumstances may arise where, because of a default on the part of Alegre Home Care, the Client is entitled to recover damages from Alegre Home Care. (including fundamental breach, negligence, misrepresentation, or other contractor claim) Alegre Home Care liability, if any, will (in the aggregate for all claims, causes of action, or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to Alegre Home Care for the Services that are the subject of the claim.

12. Miscellaneous

(a) **Entire Agreement.** This Agreement contains the complete agreement between the Parties with respect to the subject matter thereof and may not be modified except by written agreement signed by both Parties. This Agreement supersedes all previous written or oral agreements between the Parties.

(b) **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, will ensure the benefit of and be binding on the successors and assigns of the respective Parties.

(c) **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the Parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits.

In the event of any arbitration or other action arising out of or related to this Agreement, or a Staffing Confirmation Agreement, the prevailing Party in such arbitration or other action shall be entitled to receive an award of all costs and expenses of such arbitration or other action, including reasonable attorneys' fees and costs, and all other expenses in connection therewith, in addition to another award or remedy provided in such arbitration or action, and the same shall be included in the award and any

judgment.

The venue for all actions, including arbitration, arising out of this Agreement, shall be in Los Angeles, California unless otherwise agreed by the Parties in writing.

(d) **Governing Law**. The validity and interpretation of any terms or provisions of this Agreement of the rights and duties of the Parties hereunder shall be governed and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules.

(e) **Severability.** The Parties agree that each of the provisions included in this Agreement is separate, distinct, and severable from the other and remaining provisions of the Agreement; and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.

(f) **Authority.** The Client signatory, herein below, specifically warrants that such individual has the capacity and authority to represent, contract on behalf of and bid the Client with respect to the obligations, rights, and duties contained herein.

Notwithstanding any provisions in this Agreement to the contrary, the parties hereto agree that (i) non-solicitation and no-hire obligations in this Agreement, if any, shall not apply within the State of Minnesota; and (b) conversion or permanent hire fees in this Agreement, if any, shall not apply within the State of New York.

[*Signature Pages Follow*]

Once signed by Alegre Home Care no further revisions or changes can be made or accepted.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

Alegre Home Care

By: _____

Name, Title: Client Services Manager

Tracy Joint Unified School District

By: _____

Name, Title: _____

Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement - Exhibit A") is entered into on July 1, 2026, by and between Alegre Home Care and Tracy Unified School District collectively referred to herein as "the Parties." The Parties agree with the below:

Contractor Name: Lorella Lee	Assignment Start Date: 8/3/26 End Date: 5/24/27
District Name and Address: Tracy Unified School District	Scheduled Days of the Week (circle): (M) (T) (W) (T) (F)
District Telephone Number: 209-830-3270	Hours Per Day: 10 Total Hours Per Week: 50
District Department Director Name: Jason Davis	Estimated Caseload:
Billing Address: 1875 W. Lowell Avenue	Approved Time Off:
Billing Telephone Number: 209-830-3270 x 1452	Bill Rate: 60.50
Billing Contact Info: Elena Camacho	Overtime/Holiday Rate: 90.75
Billing Email Address: ecamacho@tusd.net	*Mileage Reimbursement: $0.725
Timesheet Approver Email Address and Name: Jason Davis, Director of Special Education	First Day Details:

Supervision/Materials and Equipment: Client will provide appropriate supervision, materials and equipment to their service providers.

Mileage Reimbursement: billed and reimbursed at IRS rate. Applicable when Contractor commutes to more than 1 working location per day.

Cancellation of Services: A minimum 20 working day written notice must be given to Alegre Home Care directly for cancellation or early termination of contract.

Payment Terms: Payment is due in full within thirty (30) days of invoice. Failure to pay will result in Client being responsible for all collections costs, including, but not limited to, attorney's fees and costs. All time over 40 hours in a work week will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

Conversion Terms: Client acknowledges the service provider names herein is an employee of Alegre Home Care and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through Alegre Home Care and Client agrees to pay a conversion fee of 35% of the subject service provider's annual salary as liquidated damages to Alegre Home Care within 30 days of being invoiced for the same. Contract conversion terms available upon request.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 24, 2026
SUBJECT: **Approve the Master Service Agreement and District Service Agreement Between 3Chords Inc. and Therapy Travelers LLC, Collectively DBA Epic and the Special Education Department for the 2026-2027 School Year**

BACKGROUND: Board approval is requested to contract with 3Chords Inc and Therapy Travelers LLC, Collectively DBA Epic Special Education Staffing. The District's Special Education administration would like to contract with 3Chords Inc and Therapy Travelers LLC, Collectively DBA Epic Special Education Staffing for the 2026-2027 school year to provide staffing pursuant to students IEP.

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

FUNDING: The total expense for this contract is $1,125,000.00 for the 2026–2027 school year. These Special Education contract expenditures will be funded through 602 Special Education funding and are budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement for Contract Services with 3Chords Inc and Therapy Travelers LLC, Collectively DBA Epic Special Education Staffing for the 2026-2027 School Year.

Prepared by: Jason Davis, Special Education Director.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 6, 2026
SUBJECT: **Approve Agreement between Key2Ed, Inc. and Special Education for Training and Support for the 2026-2027 School Year**

BACKGROUND: The Special Education Department would like to contract with Key2Ed, Inc. to offer 2 days on-site training for "Conflict Prevention and Resolution through IEP Meeting Facilitation".

RATIONALE: Key2Ed, Inc. provides training and workshops focused on Special Education, with an emphasis on helping IEP teams conduct effective meetings, foster mutual understanding, and respect, and prevent, reduce, and resolve conflicts.

FUNDING: Expenses for 2026-2027 regular school year and related services will not exceed $17,200.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement between Key2Ed, Inc. and Special Education for Training and Support for the 2026-2027 School Year.

Prepared by: Jason Davis, Director of Special Education.

Key2Ed Service and Fee

Service Provider	Key2Ed, Inc. 6501 E Greenway Pkwy #103-418 Scottsdale, AZ 85254	**Customer:**	Julie Wimberley jwimberley@tusd.net 1875 W. Lowell Avenue Tracy, CA 95376
Quote # **Date**	3456 April 6, 2026	**Contact:**	Robin Oshea robino@key2ed.com 480-209-3144

Project Description

Conflict Prevention and Resolution through IEP Meeting Facilitation
On-Site Delivery | 2-day

Our flagship workshop that started it all! This 16-hour training prepares participants to successfully conduct effective IEP meetings. The class is designed to teach a process to enable teams to collaborate effectively while preventing and managing conflict. This ensures that the meeting content and process stays focused on the needs of the student. Participants practice facilitation tools and techniques in actual simulations where trainers provide feedback and coaching in a safe learning environment. This way facilitators are prepared to implement the skills they've just learned the very next day.

Services & Cost

On-Site Delivery: 30 participants, 2 days *All-inclusive price (travel, manuals, content)*	$17,200
Total	17,200

PROPOSAL ACCEPTANCE AND AUTHORIZATION

Please accept this as our payment Letter of Commitment to purchase the above Key2Ed, Inc. services as stipulated below. We understand that upon signature of this agreement by our designated agent, our organization will immediately be scheduled to begin our professional services project.

We, the undersigned, respectfully submit this Letter of Commitment for your acceptance, Pending Funding approval.

Key2Ed, Inc.

Robin OShea

Printed Name: Robin OShea

Title: Co-Owner

Date: 4/6/2026

[CLIENT]

Printed Name: _____

Title: _____

Date: _____

AGREEMENT FOR IN PERSON SERVICES

THIS AGREEMENT FOR SERVICES (this "***Agreement***") is made and entered into this 1st day of July, 2026 (the "***Effective Date***"), by and between Tracy Unified School District, a CA school district, having its principal offices located at 1875 W. Lowell Avenue, Tracy, CA 95376, ("***Client***"), and Key2Ed, Inc. ("**Contractor**"), an independent contractor, with a principal place of business at 6501 E. Greenway Pkwy. #103-418, Scottsdale, AZ 85254 (each, a "***Party***" and collectively, the "***Parties***").

RECITALS

WHEREAS, Contractor has agreed to perform professional staff development for Client by providing Contractor's workshop entitled "Conflict Prevention and Resolution Through IEP Meeting Facilitation", and/or other training modules as Client and Contractor may agree (the "***Services***").

NOW THEREFORE, in consideration of the mutual promises herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1. TERM OF CONTRACT

1.01. This Agreement will commence upon the Effective Date, specified above, and shall continue in effect until the Services provided for in this Agreement have been performed or until terminated as provided in this Agreement.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. **Specific Services**. Contractor agrees to perform the Services for Client**.** The Services will be held for 2 consecutive days in duration in which Contractor shall provide on-site training (the "***Workshop***"). The date for the Workshop will be scheduled on August 26-27, 2026. Client shall ensure that the number of participants attending the Workshop is no more than 30, unless otherwise agreed in writing by the Parties.

2.02. **Method of Performing Services**. Contractor will determine the method, details, and means of performing the above-described Services.

2.03. **Status of Contractor**. Nothing contained in this Agreement, or any document executed in connection with this Agreement shall be construed to create an employer-employee, partnership or joint venture relationship between Client and Contractor. Contractor's employees or consultants are independent contractors and not employees of Client. All sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or local laws shall be Contractor's sole responsibility. Contractor agrees it is not entitled to the rights or benefits afforded to Client's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit.

2.04. **Payment of Income Taxes**. Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Contractor for the Services under this Agreement. On request, Contractor will provide Client with proof of timely payment.

2.05. **Use of Employees or Subcontractors**. Contractor may, at Contractor's own expense, use any employees or subcontractors as Contractor deems necessary to perform the Services required of Contractor by the Agreement. Client may not control, direct, or supervise Contractor's employees or subcontractors in the performance of those Services.

ARTICLE 3. COMPENSATION

3.01. **Services Fee**. In consideration for the Services to be performed by Contractor, Client agrees to pay Contractor $17,200 (the **"Services Fee"**).

3.02. **Date for Payment of Compensation**. For Services rendered under this Agreement, Client agrees to pay Contractor the Services Fee upon Contractor's completion of the Workshop. Contractor will submit to Client an invoice and Client agrees to pay the amount due to Contractor within 30 days of receipt of the invoice.

ARTICLE 4. OBLIGATIONS OF CONTRACTOR

4.01. **Non-Exclusive Relationship**. This Agreement is not intended to create an exclusive relationship between the Parties. Accordingly, Contractor shall be free to perform services for other entities, and Client shall be free to engage the similar services of other vendors.

4.02. **Suitable Place for Services; Workshop Materials**. Contractor will perform the Services under this Agreement at the location provided by Client pursuant to Section 5.02. Contractor will supply all materials and equipment required to perform the Services under this Agreement.

4.03. **Contractor's Qualifications**. Contractor represents that its employees or consultants providing the Services to Client will possess the qualifications and skills necessary to perform the Services under this Agreement. Contractor shall have complete and sole discretion for the manner in which the Services under this Agreement will be performed.

ARTICLE 5. OBLIGATIONS OF CLIENT

5.01. **Cooperation of Client**. Client agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

5.02. **Place of Work**. Client agrees to secure and furnish suitable space for use by Contractor while performing the above-described services. Suitable space includes chairs, tables and other appropriate furniture, arranged as prescribed in communication from Contractor prior to the Workshop date.

5.03. **Participant Communications**. Client will be responsible for communicating the location, dates, and time of the Workshop to its employees and others who will participate in the training.

5.04. **Policies**. Client acknowledges that Contractor is not making any policy decisions for Client. Client shall be solely responsible for ensuring that its policies and business processes fully comply with Federal, state and local laws, rules, and regulations. Client shall retain full responsibility for and hold harmless Contractor from the results of any such policy decision.

ARTICLE 6. INDEMNIFICATION; RISK ALLOCATION

6.01. **Indemnification**.

(a) Contractor agrees to indemnify and save harmless Client, from and against any losses, damages, claims, demands, suits, liabilities, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") that arise out of or result from Contractor's breach of this Agreement, except if caused by the negligence or willful misconduct of Client or Client's breach of this Agreement.

(b) Client agrees to indemnify and save harmless Contractor, from and against any Losses that arise out of or result from Client's breach of this Agreement, except if caused by the negligence or willful misconduct of Contractor or Contractor's breach of this Agreement.

6.02. **DISCLAIMER**. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, CONTRACTOR, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENT, SUBSIDIARIES, AFFILIATES, OR SUPPLIERS, HEREBY DISCLAIM ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY OF INFORMATIONAL CONTENT. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF CONTRACTOR, WHETHER ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER COMMON LAW OR STATUTORY THEORY OF RECOVERY, INCLUDING ATTORNEY'S FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS, SO THAT THE AGGREGATE LIABILITY OF CONTRACTOR SHALL NOT EXCEED THE AMOUNT OF THE SERVICES FEE. IT IS INTENDED THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW, INLCUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF CONTRACT, OR ANY OTHER CLAIM WHETHER IN TORT, CONTRACT OR EQUITY.

ARTICLE 7. TERMINATION OF AGREEMENT

7.01. **Termination**. Either party may terminate this Agreement at any time by giving 30 days advance written notice to the other party. Unless otherwise terminated as provided in this Agreement, this Agreement will continue in force until the Services provided for in this Agreement have been fully and completely performed.

7.02. **Termination For Cause**. This Agreement will terminate automatically on the occurrence of any of the following events:

(a) Bankruptcy or insolvency of either party.

(b) Sale of the business of either party.

(c) Default by either party of a term or obligation under this Agreement, in which such default has not been cured within 15 days written notice to the defaulting party describing the default.

7.03. **Effect of Termination**. Upon the termination of this Agreement, Client shall pay to Consultant all fees due and owing up to and including the termination effective date. In addition,

upon termination of this Agreement, Client shall return to Contractor any Confidential Information that remains in Client's possession as of the termination effective date.

ARTICLE 8. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY

8.01. Client agrees and acknowledges that Contractor's Services and related training materials contain proprietary and confidential information embodying certain exceptionally valuable trade secrets of Contractor and its licensors that shall be disclosed to Client in confidence. **"*Confidential Information*"** means any non-public information, technical data, trade secrets or know-how (including, but not limited to, information relating to data, research, products, copyrighted materials belonging to Contractor's suppliers, formulas, processes, techniques, services, developments, inventions, engineering, pricing, internal procedures, finances, employees and business opportunities) whether having existed, now existing, or to be developed or created in the future, whether tangible or intangible, and whether or how stored, compiled or memorialized physically, electronically, graphically, photographically or in writing.

8.02. Client shall hold in strictest confidence any Confidential Information of Contractor disclosed or made available pursuant to this Agreement and safeguard such Confidential Information with the utmost degree of care (but in any event with at least the same standard of care that Client uses to protect its own confidential and proprietary information), without regard to the expiration or termination of this Agreement. Client shall not use any Confidential Information received from Contractor except as expressly permitted under this Agreement, and Client shall not disclose any such Confidential Information to any third party (except to Client's employees and only on a "need to know" basis and subject to their being bound to protect the confidentiality of the Confidential Information on terms comparable to those contained in this Agreement) without Contractor's prior written consent, unless required to do so by court order or other operation of law, and then only subject to prompt notice to Contractor and reasonable cooperation with Client, if applicable, to allow Client to secure an appropriate protective order.

8.03. Client acknowledges that Confidential Information may contain trade secrets that derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use. The Parties acknowledge that unauthorized use of Confidential Information will diminish the value of such information and will cause substantial and irreparable damage to Contractor and its licensors, and that the remedies generally available at law may be inadequate. Accordingly, a breach of this Section 8 shall entitle Contractor to equitable relief to protect its interest herein, including injunctive relief.

8.04. Client hereby acknowledges that Contractor is the exclusive owner of all rights, title, and interest in and to, or authorized licensee of, all Intellectual Property Rights in its training materials, including without limitation, the content thereof and in the ideas and concepts embodied therein, and in any and all copies, modifications, alterations and enhancements to the Intellectual Property Rights, including any derivative works resulting therefrom. **"*Intellectual Property Rights*"** means any and all now known or hereafter devised rights under any intellectual property law or regulation in any jurisdiction throughout the world, whether tangible or intangible, including without limitation copyrights, trademark and trade name rights and similar rights, trade secret rights, patents, designs, algorithms and other industrial property rights, whether arising by operation of law, contract, license, or otherwise, and all registrations, initial applications, renewals, extensions, continuations, issuances, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing), Confidential Information and trade secrets, and the waiver of any "moral rights" associated with such rights. Except as

set forth herein, Client will not acquire any rights in or to any of the Intellectual Property Rights of Contractor, nor will it take any action that may adversely affect or impair Contractor's, or its licensor's, rights, title, and interest in or to their Intellectual Property Rights. Nothing herein shall be construed to effect any transfer of ownership.

ARTICLE 9. GENERAL PROVISIONS

9.01. This Agreement, and any amendments thereto, constitutes the complete and entire agreement between Contractor and Client and supersedes and merges all previous communications, oral or written, and all other communications between Contractor and Client relating to the subject matter hereof.

9.02. If any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the Parties, the Parties agree that the invalid or unenforceable provision shall be replaced with a valid provision which most closely approximates the intent and economic effect of the original provision.

9.03. Any failure by Contractor to enforce or exercise any provision of the Agreement or related right shall not constitute a waiver of that right or provision.

9.04. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

9.05. All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth above or to such other address as either Party may, from time to time, designate by notice to the other Party.

9.06. Neither Party shall be liable for any non-performance due to any Force Majeure or similar causes, and such failure shall not constitute a breach of this Agreement. ***"Force Majeure"*** as used herein shall include, without limitation, fires, floods, earthquakes, other acts of God, explosion, strikes and other labor disputes, riots and civil disturbances, war, interruptions of power, plague, epidemic, pandemic, outbreaks of infectious diseases, or any other public health crisis, including quarantine or other person-to-person restrictions, and any other similar or dissimilar event or occurrence not within the reasonable control of the Party. The foregoing shall not apply to Client's payment obligations hereunder.

9.07. Those sections that by their very nature survive the expiration or termination of the Agreement, shall survive the termination or expiration of this Agreement.

9.08. This Agreement may be executed in multiple counterparts (including by electronic or .pdf signature) each of which shall be considered one in the same.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Key2Ed, Inc.	**[CLIENT]**
Robin OShea	
Printed Name: Robin OShea	Printed Name: _____
Title: Co-Owner	Title: _____
Date: 4/14/26	

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May1, 2026
SUBJECT: **Approve Master Service Agreement with Valley Community Counseling for Licensed Marriage and Family Therapists for the 2026-2027 School Year**

BACKGROUND: Under the provisions of AB 114, school districts must now provide any mental health services necessary for students with disabilities to receive Free and Appropriate Public Education (FAPE) or benefit from the special education program. Valley Community Counseling will provide licensed marriage and family therapists to provide individual and group counseling, primarily at the high schools. Valley Community Counseling will also provide mental health services to parents as indicated through the IEP process and as necessary for Special Education students to receive a Free and Appropriate Public Education (FAPE) as required by AB114. Board Approval is necessary in order to stay in compliance with legal IEP timelines.

RATIONALE: School districts are now required to provide mental health evaluations and concurrent behavior analysis to children with IEPs. Tracy Unified School District (TUSD) is utilizing outside sources to provide training to current psychologists as well as consultation for higher levels of need that TUSD must service under the AB114 regulations. This request supports 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: Expenses will not exceed $450,000.00 for the 2026-2027 school year. Funding for Mental Health expenses are budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Master Service Agreement with Valley Community Counseling for Licensed Marriage and Family Therapists for the 2026-2027 School Year.

Prepared by: Jason Davis, Director of Special Education.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 26, 2026
SUBJECT: **Approve Master Contract with Non-Public School Bayhill High School/Bay Area Educational Institute for the 2026-2027 School Year**

BACKGROUND: Board approval is requested to contract with Non-Public School Bayhill High School/Bay Area Educational Institute. The District's Special Education administration would like to contract with Non-Public School Bayhill High School/Bay Area Educational Institute for the 2026-2027 school year to provide placement pursuant to students IEP (Individual Education Program). Approval is necessary to remain compliant with the IEP.

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

FUNDING: Expenses for this contract will not exceed $61,280.00 for the 2026-2027 school year. The Special Education contract expenses are funded through 602 funding for Special education, budgeted in account 01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract with Non-Public School Bayhill High School/Bay Area Educational Institute for the 2026-2027 School Year.

Prepared by: Jason Davis, Director of Special Education.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 6, 2026
SUBJECT: **Ratify Special Contract Services Agreement with Ritu Bathwal OT Kids for an Independent Speech Education Evaluation (IEE) Assessment**

BACKGROUND: The Special Education Department would like to initiate a contract with Ritu Bathwal OT Kids for an Independent Education Evaluation (IEE) Speech assessment. Ratification is necessary at this time to fulfill district responsibility to allow for agreed upon assessors of parent's choosing per applicable laws and stay compliant with the statutory timelines.

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

FUNDING: Expenses for this contract and the total cost will not exceed a total of $4,500.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Special Contract Service Agreement with Ritu Bathwal OT Kids for an Independent Speech Educational Evaluation (IEE) Assessment.

Prepared by: Jason Davis, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

   Conduct a psycho-ed assessment, IEE.
   The Independent Education Evaluation will be conducted per the San Joaquin County SELPA IEE process.
   this includes: One hour IEP meeting via video conference/phone.

   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 Sixty (60) DAYS, under the terms of this agreement at the following location School site/Assessor location.

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

   a. District shall pay $4,500.00 per FLAT RATE, not to exceed a total of $4,500.00. 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 05/06/2026, and shall terminate on 06/30/2026.

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

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

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

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

   a. CONTRACTOR shall be required to provide 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:

Ritu Bathwal MSOT R/L
Contractor Signature 05/07/2026

Occ
Title

Business Services Review Yes

Tracy Unified School District

Date

01-6500-0-5770-1110-5800-800-2542
Funding Source

District Office
Site/Department:

Date Approved by the Board

Rev. 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Supt. of Educational Services
DATE: May 7, 2026
SUBJECT: **Approve Contract Service Agreement with CoolSpeak (Keynote Speaker Lamarr Womble) at Tracy High School Freshman Orientation July 31, 2026**

BACKGROUND: Lamarr Womble (CoolSpeak) will provide a keynote speaking session for incoming freshman at Freshman orientation on July 31, 2026. They will also be providing a workshop for students to develop their leadership skills.

RATIONALE: This agenda item meets LCAP Goal 2.15, focusing on the continuation of programs designed to support high school students in areas such as mental health, behavior, and attendance. CoolSpeak will deliver an inspiring keynote aimed at fostering human connection between our students as they enter high school while cultivating self-determination and accountability among high school students. Emphasizing the significance of overcoming mental/emotional life challenges, finding, and doing work you love, and leading self/others to be more aware and lead people. 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: The cost for this event will not exceed $5,000.00. Funding for this event will be paid using Title 1 funds.

RECOMMENDATION: Approve Contract Service Agreement with CoolSpeak (Keynote Speaker Lamarr Womble) at Tracy High School Freshman Orientation July 31, 2026.

Prepared by: Jon Waggle, Tracy High Principal.

CoolQuote

CoolSpeak

228 Park Ave S, Suite 22229
New York, NY 10003-1502

coolspeak.
The Youth Engagement Company

Date	Quote Prepared By:	Quote Prepared For:
April 21, 2026	**Gilfredo Pena** Relationship Builder gil@coolspeak.net (888) 300-1880	**Tracy High School** 315 E 11th St Tracy, CA 95376 (209) 830-3360 x 2180

Date & Time of Requested Services

The Services is said to commence on **7/31/2026** and shall continue through **7/31/2026.**

Qty	Description	Fee
1	Speaking Services by Lamarr Womble Freshman Orientation: • Keynote & Workshop *Travel Expenses Included	$7,500.00

Subtotal:	$7,500.00
Tax:	
Shipping:	
Cost Share:	$2,500.00
Total:	$5,000.00

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 CoolSpeak, 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:

   Sixty minute keynote presentation and 90 minute workshop for 450 students aimed at fostering human connection between students as they enter high school.

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

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

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

   a. District shall pay $5,000.00 per FLAT RATE, not to exceed a total of $5,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District SHALL 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 07/31/2026, and shall terminate on 07/31/2026.

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

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

7. Contractor shall contact the District's designee, Tara Jacques, at 209-830-3360 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:

Gilfredo Pena
Contractor Signature 05/12/2026

Relationship Builder
Title

Business Services Review Yes

Tracy Unified School District

Date

Funding Source

Tracy High
Site/Department:

Date Approved by the Board

Rev. 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt. of Educational Services
DATE: April 29, 2026
SUBJECT: **Approve Service Agreement with Real Inspirations, Inc (Keith Hawkins) to Meet with Kimball, Tracy, and West High School Student Leadership August 21, 2026**

BACKGROUND: Real Inspirations, Inc. (Keith Hawkins) will provide a keynote speaking session for TUSD Student Leadership Programs August 21, 2026. Kimball, Tracy, and West high schools meet at the beginning of the school year for a leadership training event meant to inspire students to become better leaders and put on inclusive events for the campus with the goal of increasing student engagement. Keith will also provide a workshop for the students attending.

RATIONALE: This agenda item meets LCAP Goal 2, focusing on providing a safe and equitable learning environment for all students and staff. The program will emphasize the significance of overcoming mental/emotional life challenges and leading, with others, to help create a more welcoming and inclusive place on campus. This also 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: The cost for this event will not exceed $4,000.00. Funding for this event will be split between the Kimball, Tracy and West ASB Programs.

RECOMMENDATION: Approve Service Agreement with Real Inspirations, Inc (Keith Hawkins) to Meet with Kimball, Tracy, and West High School Student Leadership August 21, 2026.

Prepared by: Jon Waggle, Principal Tracy High School.

Real Inspiration, Inc
811 Tyler Dr
Auburn, CA 95603 USA
lori@keithhawkins.com
www.keithhawkins.com

Estimate

ADDRESS
Joshua Gomez-Zavala Tracy High School 315 E. 11th St Tracy, CA 95376

ESTIMATE #	DATE	EXPIRATION DATE
1014	04/20/2026	05/04/2026

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Leadership Training Day	Keith Hawkins will keynote & facilitate a leadership training day with 140 9-12 graders on August 21, 2026 from 9:00-12:00pm.	1	4,000.00	4,000.00

TOTAL **$4,000.00**

Accepted By

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

1. Contractor shall perform the following duties:

   Keith Hawkins will keynote and facilitate a session with TUSD Student Leadership on 8/21/26. The program will emphasize the significance of overcoming mental/emotional life challenges and leading, with others, to help create a more welcoming and inclusive place on campus.

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

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

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

   a. District shall pay $4,000.00 per FLAT RATE, not to exceed a total of $4,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District SHALL 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 08/21/2026, and shall terminate on 08/21/2026.

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

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

7. Contractor shall contact the District's designee, Tara Jacques , at 209-830-3360 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:

Contractor Signature

Speaker/ Consultant
Title

Business Services Review

Tracy Unified School District

Date

Funding Source

Tracy High
Site/Department:

Date Approved by the Board

Rev. 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 12, 2026
SUBJECT: **Approve All Out of District Travel for Tracy High School AG/FFA Teachers and Students for the 2026-2027 School Year**

BACKGROUND: Students and personnel of the Tracy High Agriculture Department and Future Farmers of America (FFA) travel yearly to numerous functions to receive training and in-service in the areas of Leadership and Education. Attached, on separate pages, please find the dates and functions recommended for approval.

RATIONALE: Learning for teachers and students goes beyond the classroom, and these types of activities motivate teachers and students to stay active in the learning process. They will be planning and making decisions for the coming school year. These activities align 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. 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 Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Funding for the activities are District funds, Carl Perkins/CTE, Agriculture Incentive Grant, FFA Student Body Account, FFA Foundation. Fundraisers will be available to pay for those students who are unable to fund their own trip. District agriculture vehicles and District vehicles provide transportation, as well as District approved drivers.

RECOMMENDATION: Approve All Out of District Travel for Tracy High School AG/FFA Teachers and Students for the 2026-2027 School Year.

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

Tracy High School
Agriculture Department/FFA Travel Schedule
2026-2027

Date	Function	Funding
8/15/26 (Sat)	Sectional Officer Leadership Summit SJCOE, Stockton, CA (Out of district, students, and teachers)	FFA FFA Foundation
8/20/26 (Thurs)	Delta Valley CATA Sectional Meeting (Fall) Manteca High School, Manteca, CA (Out of district, teachers only)	FFA CTE/Perkins Ag Incentive Grant
9/23/26 (Wed)	Opening and Closing Speech Contest SJCOE, Stockton, CA (Out of district, teachers, and students)	FFA CTE/Perkins Ag Incentive Grant
9/16/26 (Wed)	Chapter Officer Leadership Conference Tracy High School, Tracy, CA (teachers and students)	FFA Ag District Funds Ag Incentive Grant
9/30/26 (Wed)	FFA Greenhand Leadership Conference Lodi, CA (Out of district, teachers, and students)	FFA CTE/Perkins Ag Incentive Grant
10/1/26 Thru May 2027	Project visits – observe student's work Various student homes (Teachers and students)	FFA FFA Foundation
10/14/26 (Wed)	Field Trip TBD (Out of district, teachers, and students)	CTE/Perkins FFA Foundation Ag Incentive Grant
10/21/26 (Wed)	Ag Careers Summit Stockton, CA (Teachers, students, and administrators)	FFA CTE/Perkins
10/22/26 (Thurs)	Pumpkin Patch for Elementary Students Ag Farm, Tracy High (Teachers and students)	FFA CTE/Perkins
11/2/26 (Mon)	CA Delta Conference Part 2 Fresno, CA (Out of district, teachers only)	CTE/Perkins Ag Incentive Grant

11/5/26 (Thurs)	Construction Trades Fair Stockton, CA (Teachers, students, and administration)	FFA CTE/Perkins
11/6/26 (Fri)	Ag Venture Manteca, CA (Teachers and students)	CTE/Perkins Ag District Funds
11/18/26 (Wed)	Field Trip TBD (Teachers and students)	CTE/Perkins
12/9/26 (Wed)	Field Trip TBD (Teachers and students)	CTE/Perkins
12/12/26 (Sat)	Tracy Lions Club Crab Feed Tracy, CA (Teachers and students)	N/C
1/13/27 (Wed)	Animal Pick-up for AgFest Livermore, CA or Escalon, CA (Out of district, teachers, and students)	CTE/Perkins FFA – Students
1/15/27 (Fri)	Modesto Junior College Dairy Contest Modesto, CA (Out of district, teachers, and students)	CTE/Perkins Ag Incentive Grant
1/20/27 (Wed)	Field Trip TBD (Teachers and students)	CTE/Perkins
1/25/27 (Mon)	FFA Sectional Speaking Contest SJCOE, Stockton, CA (Teachers and students)	FFA CTE/Perkins
2/2/27 (Tue)	State FFA Proficiency Scoring Manteca USD Office, Manteca, CA (Out of district, teachers only)	FFA CTE/Perkins
2/4/27 (Thurs)	Field Trip TBD (Teachers and students)	CTE/Perkins

2/9/27 (Tues)	FFA State Degree Scoring Manteca USD Office, Manteca, CA (Out of district, teachers only)	FFA CTE/Perkins
2/10/27 (Wed)	World Ag Expo Tulare, CA (Out of district, teachers, and students)	FFA CTE/Perkins Ag Incentive Grant
2/27/27 (Sat)	Regional CATA Meeting Modesto HS, Modesto, CA (Out of district, teachers)	Ag Incentive Grant CTE/Perkins
3/2/27 (Tues)	Field Trip TBD (Teachers and students)	CTE/Perkins
3/5/27 (Fri)	Regional FFA Speech Contest MJC, Modesto, CA (Out of district, teachers, and students)	FFA CTE/Perkins Ag Incentive Grant
4/7/27 (Wed)	Field Trip TBD (Teachers and students)	CTE/Perkins
4/10/27 (Sat)	Regional FFA Meeting Central Valley HS, Ceres, CA (Out of district, teachers, and students)	Ag Incentive Grant FFA
4/14/27 (Wed)	Field Trip TBD (Teachers and students)	CTE/Perkins
4/19/27 (Mon)	State Degree/Regional Awards Ceremony Modesto HS, Modesto, CA (Out of district, teachers, and students)	FFA CTE/Perkins
4/20/27 (Tues)	Ag Day at the Capitol Sacramento, CA (Out of district, teachers, and students)	CTE/Perkins Ag Incentive Grant
4/27/27 (Tues)	Delta Valley Sectional Mtg/FFA Officer Election East Union HS, Manteca, CA (Out of district, teachers, and students)	CTE/Perkins FFA

5/6/27 (Thurs)	Field Trip TBD (Teachers and students)	CTE/Perkins
5/12/27 (Wed)	FFA End of the Year Banquet Tracy, CA (Students, teachers, parents)	FFA FFA Foundation
6/2/27 (Wed)	FFA Point Awards Trip Great America or Santa Cruz (Out of district, teachers, and students)	FFA Foundation CTE/Perkins
6/6 – 12/27 (Sun-Sat)	AG Fest/S.J. County Fair Stockton, CA (Out of district, teachers, and students)	FFA CTE/Perkins Ag Incentive Grant

Tracy High AG/FFA Department FFA Field Days 2026-2027

9/26/26	Pacheco Cotton Contest
10/17/26	MJC Cotton Contest
11/7/26	Fresno State Cotton Judging Finals
12/11-12/26	Golden West Citrus Contest
1/1-2/27	Porterville Citrus Contest
1/15-16/27	El Diamante Citrus Contest
1/16/27	Tokay Vine Pruning Contest
1/22-23/27	Reedley College Mid-Winter Field Day
1/29-30/27	Monache FFA Citrus
2/5-6/27	Fresno State Mid-Winter Field Day
2/6/27	Arbuckle Field Day
2/14/27	Le Grand Field Day
2/19-20/27	Chico State Field Day
2/27/27	Golden State Field Day @ Santa Rosa Junior College
3/6/27	UC Davis Field Day
3/5-6/27	Reedley College Field Day
3/6/27	Gridley Field Day
3/6/27	Western Classic Dairy Judging Contest
3/13/27	MJC Field Day
4/3/27	Merced Field Day
4/3/27	Clovis FFA Field Day
4/16-17/27	Fresno State FFA Field Day & State Finals
4/24/27	Falcon Field Day at Atwater HS
4/30 – 5/2/27	FFA State Finals at Cal Poly

**All Field Days are on Saturdays unless highlighted. Those contests on the same days are due to different FFA teams attending the competitions that apply to their teams.

Funding will be FFA, FFA Foundation, CTE/Perkins, and Ag Incentive Grant

**** It is IMPORTANT to note that we will more than likely be traveling to other FFA and CATA events and activities not listed above, as there is not information available at this time**

*****Due to the sectional, regional, and state CATA committees, these dates may change.**

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 12, 2026
SUBJECT: **Approve all Out of State Travel for Tracy High School AG/FFA Teachers and Students for the 2026-2027 School Year**

BACKGROUND: Students and personnel of the Tracy High Agriculture Department and Future Farmers of America (FFA) travel yearly to numerous functions to receive training and in-service in the areas of Leadership and Education. Attached, on separate pages, please find the dates and functions recommended for approval.

RATIONALE: Learning for teachers and students goes beyond the classroom, and these types of activities motivate teachers and students to stay active in the learning process. They will be planning and making decisions for the coming school year. These activities align 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. 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 Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Funding for the activities are District funds, Carl Perkins/CTE, Agriculture Incentive Grant, FFA Student Body Account, FFA Foundation. Fundraisers will be available to pay for those students who are unable to fund their own trip. District agriculture vehicles and District vehicles provide transportation, as well as District approved drivers.

RECOMMENDATION: Approve all Out of State Travel for Tracy High School AG/FFA Teachers and Students for the 2026-2027 School Year.

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

Tracy High School
Agriculture Department/FFA Travel Schedule
2026-2027

Date	Function	Funding
11/29 – 12/5/26 (Sun-Sat)	NAAE Conference New Orleans, LA (Out of state, overnight, teachers only)	CTE/Perkins
1/31 – 2/6/27 (Sun-Sat)	CTE Conference Las Vegas, NV (Out of state, overnight, teachers only)	CTE/Perkins
5/3 – 7/27 (Mon-Fri)	Region I NAAE Conference Pheonix, AZ (Out of state, overnight, teachers only)	CTE/Perkins

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 12, 2026
SUBJECT: **Approve Overnight/Out of District Travel for Tracy High School AG/FFA Teachers and Students for the 2026-2027 School Year**

BACKGROUND: Students and personnel of the Tracy High Agriculture Department and Future Farmers of America (FFA) travel yearly to numerous functions to receive training and in-service in the areas of Leadership and Education. Attached, on separate pages, please find the dates and functions recommended for approval.

RATIONALE: Learning for teachers and students goes beyond the classroom, and these types of activities motivate teachers and students to stay active in the learning process. They will be planning and making decisions for the coming school year. These activities align 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. 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 Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Funding for the activities are District funds, Carl Perkins/CTE, Agriculture Incentive Grant, FFA Student Body Account, FFA Foundation. Fundraisers will be available to pay for those students who are unable to fund their own trip. District agriculture vehicles and District vehicles provide transportation, as well as District approved drivers.

RECOMMENDATION: Approve Overnight/Out of District Travel for Tracy High School AG/FFA Teachers and Students for the 2026-2027 School Year.

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

Tracy High School
Agriculture Department/FFA Travel Schedule
2026-2027

Date	Function	Funding
8/3 – 7/26 (Mon-Fri)	CA Delta Conference Fortuna, CA (Out of district/overnight, teachers only)	CTE/Perkins Ag Incentive Grant
8/21 – 23/26 OR 8/28-30/26 (Fri- Sun.)	Chapter Officer Retreat Location- TBD Out of district/overnight, teachers only)	CTE/Perkins Ag Incentive Grant
11/13 – 14/26 (Fri-Sat)	CATA Regional Meeting & Roadshow Jackson, CA (Out of district/overnight, teachers only)	Ag Incentive Grant CTE/Perkins
12/11-12/26 (Fri-Sat)	Golden West Citrus Contest Visalia, CA (Out of district/overnight, teachers and students)	Ag Incentive Grant
1/1 – 2/27 (Fri-Sat)	Porterville Citrus Contest Porterville, CA (Out of district/overnight, teachers and students)	Ag Incentive Grant
1/9 – 10/27 (Fri-Sat)	Made for Excellence Conference Sacramento, CA (Out of district, overnight, teachers and students)	Ag Incentive Grant CTE/Perkins
1/15 – 16/27 (Fri-Sat)	El Diamante Citrus Contest Visalia, CA (Out of district, overnight, teachers and students)	Ag Incentive Grant
1/22-23/27 (Fri-Sat)	Reedley Mid-Winter Field Day Reedley, CA (Out of district, overnight, teachers and students)	Ag Incentive Grant
1/27 – 28/27 (Wed-Thurs)	Cooperating Teachers Conference Sacramento, CA (Out of district, overnight, teachers only)	Ag Incentive Grant CTE/Perkins
1/29 – 30/27 (Fri-Sat)	Monache FFA Citrus Contest Porterville, CA (Out of district, overnight, teachers and students)	Ag Incentive Grant

2/5 – 6/27 (Fri-Sat)	Fresno State Mid-Winter State Finals Fresno, CA (Out of district, overnight, teachers and students)	Ag Incentive Grant
2/19 – 20/27 (Fri-Sat)	Chico State Field Day Chico, CA (Out of district, overnight, teachers and students)	Ag Incentive Grant
3/5 – 6/27 (Fri-Sat)	Reedley College Field Day Reedley, CA (Out of district, overnight, teachers and students)	Ag Incentive Grant
3/20 – 24/27 (Sat-Wed)	FFA State Leadership Conference Ontario, CA (Out of district, overnight, teachers & students)	FFA/Students Ag Incentive Grant CTE/Perkins FFA Foundation
4/16 – 17/27 (Fri-Sat)	Fresno State FFA Field Day & State Finals Fresno, CA (Out of district, overnight, teachers and students)	Ag Incentive Grant
4/30 – 5/2/27 (Fri-Sun)	FFA State Finals at Cal Poly San Luis Obispo, CA (Out of district, overnight, teachers & students)	CTE/Perkins Ag Incentive Grant
6/21 – 25/27 (Sat – Sat)	CATA Summer Conference San Luis Obispo, CA (Out of district, overnight, teachers only)	Ag Incentive Grant CTE/Perkins
8/20 – 22/27 (Fri-Sun)	FFA Officer Leadership Retreat Location – TBD (Out of district, overnight, teachers and students)	CTE/Perkins FFA Foundation Ag Incentive Grant

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 16, 2026
SUBJECT: **Approve Agreement for TUSD Sixth Grade Students and Supervisors to Attend Science Camp at Sky Mountain Educational Center for the 26-27 School Year**

BACKGROUND: Tracy Unified School District sixth grade students and supervising staff will travel to and participate in Science Camp at Sky Mountain Educational Center.

RATIONALE: Sky Mountain Science Camps provide students with hands-on, standards-based. immersive learning experience in a real-world setting. This opportunity supports Strategic Goal #1 (Prepare all students for college and career success and ensure all students meet grade level standards with a focus on closing the achievement gap). This aligns with the districts continues focus on strengthening STEM education.

FUNDING: TUSD will contribute $125 per student. It will be paid from LCFF Funds. School sites will be responsible for covering the remaining registration and transportation costs.

RECOMMENDATION: Approve Agreement for TUSD Sixth Grade Students and Supervisors to attend Science Camp at Sky Mountain Educational Center for the 26-27 School Year.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 15, 2026
SUBJECT: **Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Schools Program at Louis Bohn School for the 2026 - 2027 School Year**

BACKGROUND: The Artist-in-Schools Program is provided by the San Joaquin County Office of Education. The program will provide several artists who will work with students Kindergarten through 5th grade for four sessions for each class. Students will learn basic art concepts and carry out various art projects.

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

FUNDING: These contracts are to be paid with Prop 28 Funding. Proposition 28: The Arts and Music in Schools Funding Guarantee and Accountability Act is a measure that mandates the establishment of ongoing support for arts instruction in schools. The contract will not exceed $4,692.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Schools Program at Louis Bohn School for the 2026 - 2027 School Year.

Prepared by: Ellen Dominguez, Louis Bohn 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 SJCOE Artists-in-Schools, 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 several artists to visits classrooms and provide lessons in art education Each classroom will receive 8 art lesson sessions throughout the 26/27school year.

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 40 ( ) **[ ] HOURS [X] DAYS**, under the terms of this agreement at the following location Louis A. Bohn Elementary School.

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

   a. District shall pay $4,692.00 per **[ ] HOUR [ ] DAY [X] FLAT RATE**, not to exceed a total of $0. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District **[ ] SHALL [X] SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $N/A 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 October 30 , 2026, and shall terminate on May 20, 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, Jacqui Nott, at (209) 830-3300 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

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

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 15, 2026
SUBJECT: **Approve Agreement for Special Contract Services with San Joaquin County Office of Education for Quest STEM Night at Louis Bohn School for the 2026 - 2027 School Year**

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

RATIONALE: This is an extended learning opportunity that aligns with the district focus on STEM education as well as Bohn's Goal to prepare all students to be well-rounded individuals with the knowledge and skills to purse their college and/or career. The projected outcome is to provide dedicated space for hands on interactive science technology experience that complement the districts STEM curriculum. We hope through the collaboration with Quest Science Center we foster a deeper connection between students, families, and the broader community with the world of science. It will provide a unique opportunity for families to actively participate in STEM related activities.

FUNDING: This contract is to be paid with Title 1/Targeted EL funds. The contract will not exceed $2,000.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Office of Education for Quest STEM Night at Louis Bohn School for the 2026 - 2027 School Year.

Prepared by: Ellen Dominguez, Louis Bohn Elementary School.

Invoice

164 N L St
Livermore, CA 94550
(925) 784-1979

Quest Science Center

Bill to

Louis Bohn Elementary School
edominguez@tusd.net
350 East Mount Diablo Avenue
Tracy, CA 95376

Invoice	1526
Date	Apr 26, 2026
Terms	Net 30
Due Date	May 26, 2026
Amount due	$2,000.00

Item name	Quantity	Price	Amount
Engineering Exploration event on September 10, 2026	1	$2,000.00	$2,000.00
		Subtotal	$2,000.00
		Total	$2,000.00
		Paid	$0.00

Amount due $2,000.00

Use this link to pay online: https://app02.us.bill.com/p/00802AZAZMGHXRKliupt

Notes
LINK ABOVE IS FOR LOG-IN TO BILL.COM ACCOUNTS

Invoice Payments by Check or Credit Card:
A) Mail a check to:
Quest Science Center
PO Box 2129
Livermore, CA 94551
B) Pay via credit card or PayPal through this Quest website link (note that fees are deducted by the processing organizations): https://quest-science.org/payment-form/

Quest Science Center is a 501(c)(3) IRS recognized non-profit organization (82-4865787).

Engineering Explorations Event Contract

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

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

1. School/Organization Information

School/Organization Name: Louis Bohn Elementary
School District (if applicable): Tracy Unified School District

Contract Contact	Event Coordinator (if different)
Name: Ellen Dominguez	Name:
Email: edominguez@tusd.net	Email:
Phone Number: 209-830-3300	Phone Number:

2. Event Details

Date: September 10, 2026 Start Time: 6 pm End Time: 7 pm
Address: Bohn Elementary School 350 E Mount Diablo Ave, Tracy, CA 95376
Estimated Number of Attendees: 100+

3. Quest Science Center Event Responsibilities

Quest Science Center agrees to provide the following:

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

4. School/Organization Event Responsibilities

Louis Bohn Elementary agrees to provide the following:

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

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

5. Payment Responsibilities

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

6. Cancellations and Date Changes

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

7. Program Details and Attendance Limit

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

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

8. Intellectual Property

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

9. Force Majeure

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

10. Indemnification

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

11. Insurance

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

12. Signature and Acknowledgment

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

Signature: _____

Name and Title: _____

Date: _____

Phone Number: _____

Quest Science Center

Signature: Michael O. Mosby

Name and Title: Michael Mosby, Executive Director

Date: April 20, 2026

Phone Number: 925-784-1731

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

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

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATIONS

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Bowman, Amanda Assistant Principal	KHS	06/30/2026	Accepted Position
Link, Heather Speech Language Pathologist	Districtwide	05/28/2026	Personal
Mullen, Tyler Assistant Principal	CES	06/30/2026	Accepted Position
Munoz, Audra Assistant Principal	WHS	06/30/2026	Accepted Position
Speer, Kevin Counselor	WHS	06/30/2026	Accepted Position

BACKGROUND:

CERTIFICATED RESIGNATION

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Allen, Alyssa Teacher	GKES	05/29/2026	Personal

Araya, Jennica Teacher	KHS	06/30/2026	Personal
Garica, Christina Teacher	JES/SWPES	05/29/2026	Personal
Pettigrew, Chad Teacher	WMS	06/01/2026	Personal

BACKGROUND:

CLASSIFIED RESIGNATIONS

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Acosta, Faith Food Service Worker	THS	5/13/2026	Accepted Position
Aquino, Reynalyn Roving Para Educator II	DEC	3/18/2026	Personal
Brown, Debbie Food Service Specialist	DEC	6/30/2026	Personal
Cody, Jordan Special Education Para Educator	FES	5/10/2026	Accepted Position
Cusumano, Natale High School Custodial Sup. Maintenance Mechanic	KHS/MOT	05/31/2026	Personal
Davis, Ian Para Educator I	WMS	5/4/2026	Personal
Esparza, Oscar Irrigation Specialist/Bus Driver/Custodian	MOT	5/17/2026	Personal
Gama Munoz, Rosa School Supervision Assistant	MVMS	5/8/2026	Personal
Garcia, Savannah Para Educator for Therapeutic Behavior	HES	5/29/2026	Personal
Garza, Jesusa School Supervision Assistant	GKES	5/29/2026	Personal
Godfrey, Marc Utility Person III	KHS/MOT	4/14/2026	Personal

Jimenez, Sofia Special Education Para Educator	MVMS	4/28/2026	Personal
Lopez-Peralta, Katia Special Education Para Educator	NES	4/26/2026	Accepted Position
Lopez-Peralta, Katia Para Educator for Therapeutic Behavior	HES	5/6/2026	Accepted Position
Moreno Pacheco, Mayra IEP Para Educator I	MKES	5/11/2026	Personal
Tellez, Fabiola High School Administrative Secretary	WHS	5/26/2026	Accepted Position
Yasmeen, Adeela IEP Para Educator I	VES	5/15/2026	Personal

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RETIREMENT

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Lambert, Patricia Receptionist	DEC	12/31/2026	Retirement

BACKGROUND:

CERTIFICATED RETIREMENTS

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Dibley, Michael Teacher	NES	06/30/2026	Retirement

BACKGROUND:

CLASSIFIED RETIREMENTS

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Cammons, Chistine Special Education Para Educator	MES	6/5/2026	Retirement
Root, Debbie School Supervision Assistant	CES/VES	5/29/2026	Retirement

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

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 13, 2026
SUBJECT: **Approve Classified, Certificated, and/or Management Employment**

BACKGROUND:	**MANAGEMENT/CLASSIFIED CONFIDENTIAL**
Bowman, Amanda	Kimball High School Principal (Replacement) LME 58, Step E - $189,890.00
Mullen, Tyler	Kimball High School Assistant Principal (Replacement) LME 54, Step B - $146,275.50
Munoz, Audra	DEC-ELOP/School Readiness ELOP Coordinator (New) LME 49, Step E - $167,481.00 Fund: ELOP
Speer, Kevin	Kimball High School Head Counselor (Replacement) LMP 11, Step F - $131,627.00 Fund: General

BACKGROUND:	**CERTIFICATED**
Awosika, Morenike	DEC/Professional Learning & Curriculum Curriculum Specialist TOSA (New) Class VI, Step "B" 14 - $109,915.00 Fund: LCAP

Bermodes. Jennene	Williams Middle School Science (Replacement) Class VI, Step 14 - $112,427.00 Fund: General
Haro, Andrea	South/West Park Elementary School 2nd Grade GATE (Replacement) Class VI, Step "B" 17 - $113,741.00 Fund: General
Vlasak, Crysta	West High School Drama (Replacement) Class III, Step 1 - $68,088.00

BACKGROUND: **CLASSIFIED**

Acosta, Faith	Food Service Worker (Replacement) Tracy High School Range 28, Step E - $23.74 per hour Fund: Child Nutrition - School Program
Calderon, Jasmine	School Supervision Assistant (Replacement) North School Range 21, Step B - $18.86 per hour Fund: General Fund
Cody, Jordan	Special Education Para Educator (Replacement) McKinley School Range 30, Step A - $22.14 per hour Fund: Special Education
De Leon, Rodrigo	Irrigation Specialist/Bus Driver/Custodian (New) MOT/Grounds Range 38, Step A - $26.67 per hour Fund: 75% Ongoing and Major Maintenance 25% Special Education Transportation
Escamilla Cruz, Claudia	Utility Person IV (New) MOT/Kimball High Range 37, Step A - $26.08 per hour Fund: 50% General 50% Home-to-School Transportation
Lopez-Peralta, Katia	Special Education Para Educator (Replacement) North School Range 30, Step E - $26.67 per hour Fund: Special Education

Rocha, Aisha	School Supervision Assistant (Replacement) Central School Range 21, Step E - $21.60 per hour Fund: General
Morelos, Tathiana	Health Technician/LVN (New) Health Services Range 50, Step E - $42.68 per hour Fund: General Fund
Santa Cruz, Richard	Health Technician/LVN (New) Health Services Range 50, Step E - $42.68 per hour Fund: General Fund
Seymour, Max	Bus Aide (New) Special Education Range 24, Step A - $19.27 per hour Fund: Special Education
Tellez, Fabiola	Secretary to the Director of Food Services (Replacement) Food Services Range 40, Step E - $33.76 per hour Fund: Child Nutrition – School Program

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

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 26, 2026
RE: **Approve Student Teaching Agreement with Vanguard University**

BACKGROUND: Tracy Unified School District currently accepts student teachers through several colleges and universities. This has aided the district in increasing the number of candidates that are available for teaching positions within the district. An agreement between Vanguard University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective May 27, 2026 through May 27, 2029.

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

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Student Teaching Agreement with Vanguard University.

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

VANGUARD UNIVERSITY
SCHOOL DISTRICT STUDENT TEACHING AGREEMENT

This agreement is entered into by Vanguard University and

Tracy Unified School District on this date 5/27/2026

It is mutually agreed between the parties as follows:

SPECIAL PROVISIONS

PARTIES: Vanguard University of Southern California and

Tracy Unified School District

from 5/27/2026 to 5/27/2029

RATE AND AMOUNT: A Mentor Teacher supervising a Beginning Student teacher shall receive a total of $250 for an assignment. A Mentor Teacher supervising an Advanced Student teacher shall receive a total of $500 for an assignment. *These rates may vary depending on the credential program type.* Payment shall be made directly to Mentor Teacher.

MENTOR TEACHER REQUIREMENTS: A qualified Mentor Teacher is required to hold a Clear Credential in the content area for which they are providing supervision. The assigned Mentor Teacher has a minimum of 3 years teaching experience in specific K-12 content area and demonstrates exemplary teaching practices. The Mentor Teacher will provide a minimum of 5 hours per week of support and guidance to the student teacher and will participate in 10 hours of professional development, including 8 hours of asynchronous online modules and 2 hours of program training.

Mentor Teacher in collaboration with the University will plan and complete 6 formal evaluations on student teacher's lessons and other professional practices each semester.

Mentor teachers need to be prepared to provide candidates with access to students in need of literacy support and time to work with them in the classroom setting. Supervision of the candidate's development and implementation of diagnostic assessments and lesson plans, including regular and timely feedback, will be conducted by their supervising professor at Vanguard.

DEFINITION OF TERMS

"Student Teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid credentials issued by the Commission on Teacher Credentialing, other than Emergency or Preliminary credentials, authorizing them to serve as classroom Mentor Teachers in the schools or classes in which the student teaching is provided.

Beginning Student Teacher (BST) is the term to describe the first semester of early supervised fieldwork consisting of 100 hours with an assigned Mentor Teacher. Advanced Student Teacher (AST) is the term to describe the second semester of the full-time clinical practice consisting of 500 hours with the same Mentor Teacher.

GENERAL TERMS

The District shall/may provide teaching experience through student teaching in schools and classes of the District for those students of Vanguard University who have received a Certificate of Clearance from the Commission on Teacher Credentialing. The District shall assign the students according to the request of the duly authorized representatives of Vanguard University.

The District may refuse to accept for student teaching any student of Vanguard University assigned to practice teaching in the District, and upon request of the District, Vanguard University shall terminate the assignment of any student of Vanguard University student teaching in the District.

Vanguard University will maintain in full force and effect, at its sole expense, an insurance program to cover (1) comprehensive general liability insurance of not less than One Million Dollars ($1,000,000) per occurrence or Three Million Dollars ($3,000,000) aggregate, and (2) professional liability insurance for Trustee's employees and instructors at levels of no less than One Million dollars ($1,000,000) and shall name Tracy Unified School District.

as an additional insured on said policy/plan. A certificate of general liability insurance with the District named as an additional insured shall be provided by Vanguard University to the District 30 days in advance of the commencement of this agreement.

Vanguard University shall provide insurance coverage per Exhibit 1.

The parties agree that the students are considered learners who are fulfilling specific requirements for field experience as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the University or of the Fieldwork site for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed during the course of their training.

Vanguard University shall be responsible for ensuring student teacher candidates complete fingerprinting and conduct criminal background checks with the California Commission on Teacher Credentialing (CCTC) and complete a Tuberculosis risk assessment or has been cleared for Tuberculosis within 60 days prior to assignment to said school district. Student teacher candidates will also complete mandated reporting and sexual harassment training prior. Vanguard University shall be responsible for informing student teacher candidates to complete fingerprinting and conduct criminal background checks with District Live Scan technician. There will be a $25 non-refundable fee. District shall be responsible for scheduling the Live Scan appointment.

Vanguard Credential Program students shall be allowed to video record themselves teaching in the fieldwork and/or student teaching placement classroom with written parent permission. They will not post or share any such video recordings, except to the University learning management system or to the CTC-approved site for the required Teaching Performance Assessments (TPAs).

MULTIPLE SUBJECT & SINGLE SUBJECT STUDENT TEACHING REQUIREMENTS

An assignment of a Multiple or Single Subject Credential students in Vanguard University to student teaching in schools or classes of the District shall be, at the discretion of Vanguard University for approximately 100 hours for Beginning Student teaching or 500 hours for Advanced Student teaching, each during 16-week terms. A student may be given more than one assignment by Vanguard University to student teach in such schools or classes. Placements for multiple subject candidates must provide for supervised, guided practice that allows candidates to provide comprehensive literacy instruction, including initial or supplemental foundational skills instruction at beginning levels of reading (i.e. before children have typically developed fluency in decoding).

Fieldwork and student teaching placements for single subject candidates should be in one department and may work with one or two mentor teachers. The placement must provide opportunities for candidates to learn to recognize and advance students' progress in the elements of foundational skills, language, and cognitive skills that support them as they read and write increasingly complex disciplinary texts with comprehension and effective expression, to identify students with potential reading and writing difficulties that may be affecting students' progress in the specific subject area, and to collaborate with other teachers, specialists, and administrators from the school to determine and provide viable accommodations and initiate needed specialist referrals.

EDUCATION SPECIALIST (SPECIAL EDUCATION) STUDENT TEACHING REQUIREMENTS

During the Beginning Clinical Practice (i.e. Beginning Student Teaching) term, Education Specialist Candidates complete coursework concurrently with a minimum of 168 hours of Early Supervised Fieldwork throughout the semester at a school site, attending 2x/week for 12 weeks. Courses are completed in 8-weeks except where identified. During the Advanced Clinical Practice (AST) term, Education Specialist Candidates complete Clinical Practice full-time, 5 days/week for 12 weeks at the assigned school site.

PK-3 ECE SPECIALIST INSTRUCTION STUDENT TEACHING REQUIREMENTS

PK-3 candidates must complete two (2) semesters of student teaching with a minimum of 200 hours in K-3 grades in semester two of student teaching. Due to CTC provisions, PK-3 candidates may receive credit from verified past employment in early childhood settings, so each candidate's hours requirement during the program will vary. All PK-3 candidates must account for a total of 600 hours.

The Program places PK-3 candidates in elementary schools or early childhood centers that prioritize developmentally, culturally, and linguistically appropriate practices, evidence-based teaching, and family collaboration. During the second 8-weeks, practicum courses run concurrently with student teaching placements and provide structure and support for conducting lesson observations (6 required for each placement).

PK-3 student teaching requires placements in the Least Restrictive Environment for students with disabilities that also provides strong support for English learners. Placement sites must reflect both socioeconomic and cultural diversity.

Each candidate is assigned a qualified mentor teacher who provides guidance, commitment to candidate growth, and feedback during the practicum. The Program facilitates collaboration among candidates, mentor teachers, and university supervisors for planning, teaching, and assessment.

OTHER TERMS

The assignment of a student of Vanguard University to student teaching in the District shall be deemed to be effective for the purposes of this agreement as the date Vanguard University presents to the proper authority of the District, the Student Teaching Assignment Form effecting such assignment, but not earlier than the date of such assignment as shown on such document.

Vanguard University will pay the Mentor Teacher directly for the performance by the Mentor Teacher of all services required to be performed by the Mentor Teacher under this agreement at the aforesaid rates for each semester unit of student teaching provided by the Mentor Teacher pursuant to this agreement.

In the event the assignment of a student of Vanguard University to student teaching is terminated by Vanguard University for any reason, the Mentor Teacher shall receive payment on account of such student as though there had been no termination of the assignment except that if such assignment is terminated before the end of the seventh week of the semester of the assignment, the Mentor Teacher shall receive payment for an assignment for seven (7) weeks only. If a student is assigned by Vanguard University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment. Absences of a student from assigned student teaching shall not be counted as absences in computing the semester units of student teaching provided the student by the Mentor Teacher.

Notwithstanding any other provisions of this agreement, Vanguard University shall not be obligated by this agreement to pay the District nor Mentor Teacher any amount in excess of the total sum set forth in special provisions.

INDEMNIFICATION

Vanguard University shall indemnify and hold harmless its representatives, agents, students, site supervisors, counselors, psychologists, nurses, administrators, or teachers, from any and all claims, losses, liabilities, costs and expenses, including costs of defense and attorney fees, arising in whole or in part, out of any negligent, grossly negligent or reckless act or omission of any instructor, employee, agent or representative of Vanguard University.

Tracy Unified School District

shall indemnify and hold harmless Vanguard University, its representatives, agents, students, site supervisors, counselors, psychologists, nurses, administrators, or teachers, from any and all claims, losses, liabilities, costs and expenses, including costs of defense and attorney fees, arising in whole or in part, out of any negligent, grossly negligent or reckless act or omission of any instructor, employee, agent or representative of Tracy Unified School District

Execution of this contract is hereby requested.

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is contained in the minutes of the regular meeting of the said Board held on

(Month / Day / Year) May 26, 2026

This contract with Vanguard University, whereby the University may assign students to the schools in this school District for practice teaching, has been approved and is hereby authorized to execute the same.

Name: Tammy Jalique Signature: _____

Title: Associate Superintendent for Human Resources

District: Tracy Unified School District County: San Joaquin

Exhibit 1

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

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
   a. List the "Certificate Holder" as follows:

Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376

   b. Comprehensive General Liability with limits of $1,000,000 combined single limit per occurrence and $2,000,000 aggregate with endorsement. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Rick Management Department).

   c. Proof of Automobile Liability, if transporting students or routinely driving on campus.

   d. Proof of Workers Compensation, a waiver of subrogation to be part of this coverage.

   e. Proof of Professional Liability Insurance with coverage for Sexual Abuse and Molestation Coverage ($1,000,000) with endorsement.

   f. Sexual Abuse and Molestations coverage in the amount of $1,000,000.

2. An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the General Liability, Automobile Liability, and Professional Liability Insurance. Please note the following:

   a. List the "Additional Insured" as follows:

Tracy Unified School District, its Governing Board, its Officers, its Agents are named as additional insured with the respects to Liability.

   b. The coverage shall be primary and non-contributory, with respect to general and professional liability with waiver of subrogation for workers compensation

   c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.

As an agent of Vanguard University, I am acknowledging the above insurance requirements as an addendum to the agreement in place with Tracy Unified School District dated 5/27/2026

Mwayi Kanjadza Title: University CFO Date: 5/27/2026

Signature: _____

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: May 26, 2026
SUBJECT: **Accept Proposal from JL Construction Inc., a Modular Building Manufacturer, for the Pre-Construction Services for the Monte Vista Middle School New MPR and Library Project**

BACKGROUND: Tracy Unified School District is developing the Monte Vista Middle School New MPR and Library Project to provide a modern, safe, and functional learning environment that supports current educational needs and long-term district priorities. The District has determined that the lease-leaseback delivery method is the most effective approach to streamline project development, maintain schedule control, and ensure close coordination between design and construction.

RATIONALE: Approval of this proposal will allow the District to enter into a pre-construction services agreement with JL Construction Inc., a Modular Building Manufacturer. This approach provides added value through early collaboration between the builder, architect, and District staff. The pre-construction phase will include constructability reviews, cost estimating, schedule development, and project phasing coordination prior to the start of construction. This method reduces risk, improves budget transparency, and supports informed decision-making during design and off-site construction planning. The not-to-exceed amount for these services is $300,000.00.

FUNDING: Fund 21 – Measure O Bond Funds; not-to-exceed the amount of $300,000.00.

RECOMMENDATIONS: Accept Proposal from JL Construction Inc., a Modular Building Manufacturer, for the Pre-Construction Services for the Monte Vista Middle School New MPR and Library Project.

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 26, 2026
SUBJECT: **Authorize Purchase of One Passenger Van for Student Services**

BACKGROUND: The Student Services Department, through Prevention Services, assists students and families experiencing barriers related to transportation and access to support services. In order to better serve students and families in need, the department is requesting the purchase of one (1) passenger van to provide transportation assistance and support outreach efforts throughout the district.

RATIONALE: The purchase of the passenger van will allow Prevention Services staff to provide transportation support to students and families who may not otherwise have the means to access educational, community, and support services. This purchase will enhance the district's ability to support student attendance, engagement, and overall well-being.

FUNDING: The total one-time cost of the (1) van will not exceed $55,395.06 to be paid from the unrestricted general fund.

RECOMMENDATION: Authorize Purchase of One Passenger Van for Student Services.

Prepared by: Lydia Thompson, Director of Maintenance, Operations, and Transportation.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 12, 2026
SUBJECT: **Approve Proposed Revision to Stein High School Residency Requirements Including English 4A (Employability) and English 4B (Communication) for the 2026–2027 School Year**

BACKGROUND: Stein High School is proposing an update to its current graduation residency requirements to better align with the school's mission of preparing students for success beyond graduation. Currently, students earning a diploma through Stein High School must complete a graduation portfolio and a minimum of 20 credits while enrolled at Stein High School. The proposed revision would add successful completion of English 4A Employability and English 4B Communication as residency requirements (courses that must be completed while enrolled at Stein).

English 4A Employability is designed to prepare students for the workforce through instruction and application in areas such as resume writing, interview preparation, workplace professionalism, communication, and employment readiness skills. English 4B Communication focuses on career-based writing and communication through hands-on, applied learning experiences utilizing Paxton Patterson Career Exploration Labs and Reality Works career simulation units. Current career exploration units include Medical Imaging, Nursing, Clinical Lab Practices, Health Information Management, Flight & Drone Technology, Food Truck Business, and Canine Veterinary Trainer pathways. These courses are already embedded within the Stein High School master schedule and would not result in any additional fiscal impact on the District. The proposed residency requirement was reviewed with staff, with 9 out of 11 teachers expressing support for the addition.

RATIONALE: The proposed revision to Stein High School's residency requirements directly aligns with the goals identified within the Stein High School 2026–2027 School Plan for Student Achievement (SPSA) and the needs identified through the California School Dashboard. Dashboard indicators continue to demonstrate significant needs in areas connected to college and career readiness, communication skills, and post-secondary preparedness. Stein High School's College/Career Indicator remains an area of concern, reinforcing the need to provide students with structured opportunities to develop employability, communication, and career exploration skills

prior to graduation. Additionally, English Language Arts performance on the California Dashboard continues to reflect a decline in overall achievement, demonstrating the ongoing need for targeted instruction and application of reading, writing, speaking, and communication skills across relevant and engaging learning experiences.

By requiring students to complete English 4A Employability and English 4B Communication while attending Stein High School, students will engage in relevant, real-world learning experiences connected to workforce readiness, career pathways, professional communication, and applied problem solving. These courses emphasize practical reading and writing skills, including resume development, interview preparation, technical writing, workplace communication, and career-based literacy applications. The integration of Paxton Patterson Career Labs and Reality Works simulations provides students with hands-on exposure to high-demand industries while strengthening literacy and communication skills in authentic career contexts.

The proposed addition supports SPSA Goal 1, Success Beyond Graduation, by increasing opportunities for students to develop college and career readiness skills while strengthening engagement through relevant and applied instruction. The revision also reinforces Stein High School's commitment to ensuring students graduate with practical skills necessary for employment, post-secondary education, and successful transitions into adulthood.

FUNDING: There is no additional cost associated with this proposal. English 4A (Employability) and English 4B (Communication) are currently included within the Stein High School master schedule and existing staffing allocations.

RECOMMENDATION: Approve Proposed Revision to Stein High School Residency Requirements Including English 4A (Employability) and English 4B (Communication) for the 2026–2027 School Year.

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 8, 2026
SUBJECT: **Approve New Job Description for Secretary to the Director of Expanded Learning Opportunities Program (ELOP) and School Readiness**

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 expansion of programs.

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: ELOP and School Readiness.

RECOMMENDATION: Approve New Job Description for Secretary to the Director of Expanded Learning Opportunities Program (ELOP) and School Readiness.

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 Secretary to the Director of Expanded Learning Opportunities Program (ELOP) and School Readiness job description.

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Secretary to the Director of Expanded Learning Opportunities Program (ELOP) and School Readiness

DEPARTMENT: Expanded Learning Opportunities Program (ELOP) and School Readiness

POSITION SUMMARY:
Under general supervision, to serve as Secretary to the Director of Expanded Learning Opportunities Program (ELOP) and School Readiness or his/her designee; to perform complex and responsible secretarial/clerical services for the department.

ESSENTIAL FUNCTIONS:

1. Serves as department receptionist and screens visitors.
2. Prepare letters, memos, reports, surveys, newsletters, brochures, and other documents as needed.
3. Plans, coordinates and prepares for meetings and conferences.
4. Maintains computerized budgets for multiple programs. Reviews site requisitions for accuracy and appropriate funding.
5. Orders supplies, handles mail, takes messages.
6. Maintains various databases, does research, and produces appropriate reports for the department.
7. Assists with the initial familiarization of duties of ELOP and School Readiness clerical staff.
8. Using information provided by the Director, prepares multi-media materials on a computer for training, presentations, and other communications; posts department information on web page as directed.
9. Composes correspondence independently or from brief verbal instructions.
10. Assists the Director or designee in all aspects of (clerical, report writing, registration, and communication,) for various District programs, including but not limited to Summer School, Transitional Kindergarten, Preschool Programs, and **ELOP** Programs.
11. Maintains regular and prompt attendance in the workplace.

12. Performs other related duties as assigned.

EDUCATION AND EXPERIENCE:
Ability to carry out oral and written directions, read, write, and speak at a level sufficient to fulfill the duties to be performed. High school diploma or equivalent required. Two years of business courses, or two years of responsible secretarial work, to include public contact required. Previous experience in a public school or institution of higher education setting desired. Must pass required District testing.

SKILLS AND QUALIFICATIONS:

1. Knowledge of intermediate to advanced elements of correct English usage, grammar, spelling, punctuation and vocabulary.
2. Knowledge of office methods and procedures, including letter and report writing.
3. Knowledge of receptionist and telephone techniques.
4. Knowledge of advanced computer skills, including, but not limited to Microsoft Word and Excel.
5. Ability to operate standard office equipment.
6. Ability to perform responsible clerical work requiring independent judgment with speed and accuracy.
7. Ability to make independent decisions and accurately interpret laws and practices.
8. Ability to type at a speed of 50 words per minute from clear copy.
9. Must possess strong interpersonal skills.
10. Ability to maintain cooperative working relationships with those contacted in the course of work.

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 and operate standard office equipment and use a telephone.
3. See and read a computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels and on the telephone.
5. Hear and understand speech at normal levels and on the telephone, with or without hearing aids.
6. Stand and/or walk on hard and/or uneven surfaces.
7. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
8. Lift and/or carry up to 25 pounds at waist height for short distances.
9. Bend, squat, stoop and/or climb.

WORK ENVIRONMENT:
Employees in this position will be required to work indoors in a standard office environment and come in direct contact with District staff and the public.

SALARY: Classified Range 40

Board Approved:

Agreed to this 27th day of March 2026.

Tammy Jalique,
Associate Superintendent for Human Resources

Michael Caulfield,
President, CSEA Chapter 98

Debra Ladwig,
Labor Representative, CSEA

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. of Human Resources
DATE: May 26, 2026
RE: **Approve Variable Term Waivers for Administrative Services**

BACKGROUND: Variable Term Waivers provide additional time to complete the requirements for the credential that authorizes service or to provide employing agencies with time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options.

RATIONALE: The Variable Term Waiver allows the employing agency to fill staffing needs by hiring individuals who have not yet met experience or program requirements for the Administrative Services Credential. In reviewing staffing for the 2026-2027 school year, it has been determined that Tracy Unified School District has a need for Variable Term Waivers in Administrative Services.

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Variable Term Waivers for Administrative Services.

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

BEFORE THE BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

DECLARATION

The Governing Board of Tracy Unified School District declares that the district has elected to request a Variable Term Waiver initial issuance and renewal while the individuals below work on completing the requirements to obtain an Administrative Services Credential. The individuals will be provided with orientation, guidance, and assistance during the calid period of the waiver.

Deisy Valencia – District Wide – Program Specialist

Thien Vu-Nguyen – District Office – STEM Learning Accelerator Coordinator

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Board President

Date: _____

ATTEST:

_____
Board Vice President

Date: _____

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. of Human Resources
DATE: May 26, 2026
RE: **Approve a Declaration for Provisional Internship Permits**

BACKGROUND: In response to the phasing out of emergency permits, the California Commission on Teacher Credentialing instituted the use of the Provisional Internship Permit (PIP) effective July 1, 2005. It allows an employing agency to fill staffing needs by hiring individual(s) who have not yet met the subject matter competence requirement for an internship program. This permit can only be requested by the employment agency. The permits are issued for one year and service is restricted to that employment agency.

RATIONALE: The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This agenda item meets District Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: No Fiscal Impact

RECOMMENDATION: Approve a Declaration for Provisional Internship Permits.

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

BEFORE THE BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

DECLARATION

The Governing Board of Tracy Unified School District has decided to employ the following teacher(s) under a Provisional Internship Permit. During the permit's validity period, they will receive orientation, guidance, and support. Additionally, they will get help with meeting subject matter, as needed. Upon meeting the credential program's prerequisite requirements, including meeting subject matter competency, teachers will be eligible to join an internship program.

Daniel Hernandez – Tracy High School – American Sign Language

Chandra Rajagopalan – Monte Vista Middle School – Education Specialist

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Board President

Date: _____

ATTEST:

_____
Board Vice President

Date: _____

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 26, 2026
SUBJECT: **Adopt Revisions to Board Policy and Administrative Regulations 4119.43, 4219.43, 4319.43 Universal Precautions (Second Reading)**

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to Universal Precautions, the District has created an all-personnel Board Policy and Administrative Regulation (4119.43, 4219.43; 4319.43) to replace existing Board Policy and Administrative Regulations 4119.43, 4219.43, 4319.43.

RECOMMENDATION: Adopt Revisions to Board Policy and Administrative Regulations 4119.43, 4219.43, 4319.43 Universal Precautions (Second 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	Injury and illness prevention program
5193	Bloodborne pathogens
GOVERNMENT CODE	
3543.2	Scope of representation
HEALTH AND SAFETY CODE	
117600-118360	Handling and disposal of regulated waste
120880	Notification to employees re AIDS,
FEDERAL CODE OF REGULATIONS	
1910.1030	Bloodborne pathogens

TUSD Adopted: 03.25.97
TUSD Revised:

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.

TUSD Acknowledged: 3/25/97
TUSD Revised:

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.

TUSD Acknowledged: 3/25/97
TUSD Revised:

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	Bloodeborne pathogens
GOVERNMENT CODE	
3543.2	Scope of representation
HEALTH AND SAFETY CODE	
117600-118360	Handling and disposal of regulated waste
120880	Notification to employees re AIDS,
FEDERAL CODE OF REGULATIONS	
1910.1030	Bloodborne pathogens

TUSD Acknowledged: 3/25/97
TUSD Revised: