NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
JUNE 9, 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: 4:40 PM Closed Session
5:00 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#44
Education Code §48912

3.2.2 Reinstatements: 25/26#25, 25/26#26
Education Code §48912

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

3.2.3 Confidential Student Matter: Early Graduation WHS#10365647

Action: Motion__; Second _. **Vote:** Yes ; No ; Absent __: Abstain

3.2.4 Approve Funding for Confidential Settlement Agreement

Action: Motion__; Second_ . **Vote:** Yes_ ; No ; Absent___: Abstain __

3.3 Human Resources:

3.3.1 Consider Contract Non-Renewal for Coach Employees #UCL-576, UCL-577, UCL-578, UCL-579

Action: Motion__; Second . **Vote:** Yes ; No ; Absent_ : Abstain

3.3.2 Consider Unpaid Leave of Absence for Classified Employee #UCL 582

Action: Motion__; Second__. **Vote:** Yes ; No ; Absent : Abstain _

3.3.3 Consider Unpaid Leave of Absence for Classified Employee #UCL–583
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.4 Consider Public Employee/Employment/Discipline/Dismissal/Release
Government Code §54957
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.5 Conference with Labor Negotiators
Government Code §54957.6
Agency Negotiator: Tammy Jalique, Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. **Adjourn to Open Session**

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

6. **Closed Session Issues:**
6a Action Taken on Finding of Facts: 25/26#44
3.2.1
Action: Motion ____ Second ___. **Vote:** Yes___; No___; Absent___; Abstain ___
6b Report Out of Action Taken on Reinstatements: 25/26#25, 25/26#26
3.2.2
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6c Report Out of Action Taken on Early Graduation: WHS#10365647
3.2.3
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6d Report Out of Action Taken on Approve Funding for Confidential Settlement
3.2.4 Agreement
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6e Report Out of Action Taken on Consider Contract Non-Renewal for Coach
3.3.1 Employees #UCL-576, UCL-577, UCL-578, UCL-579
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6f Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified
3.3.2 Employee #UCL–582
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6g Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified
3.3.3 Employee #UCL–583
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

7. **Approve Regular Minutes of May 26, 2026** **1-5**
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 None.

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:**
    - **10.1.1** Receive Information Regarding the Proposed Local Control Accountability Plan (LCAP) for TUSD (Separate Cover)
    - **10.1.2** Receive Information Regarding the Proposed Local Control Accountability Plan (LCAP) for the Tracy Charter School (Separate Cover)
    - **10.1.3** Receive Report on the 2026-2027 Annual School District Budget (Separate Cover)

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:**
    - **12.1 Administrative & Business Services:**
    - **12.1.1** Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) **6-7**
    - **12.1.2** Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Tracy Charter School Local Control Accountability Plan (LCAP) **8-9**
    - **12.1.3** Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2026-27 School District Budget **10**

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** Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete, and Surplus Furniture, Computers, and Equipment through Disposal Service **11-13**
    - **13.1.2** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **14-17**
    - **13.1.3** Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District **18-19**
    - **13.1.4** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2026/27 School Year **20-21**

13.2 Educational Services:

13.2.1	Renew the Annual Advancement via Individual Determination (AVID) Agreement between TUSD and the AVID Center for the 2026-2027 School Year	**22-27**
13.2.2	Approve Agreement with GoReact to Provide Support and Implementation of Video-Based Coaching for Professional Learning Peer Coaching and Induction Programs	**28-31**
13.2.3	Approve Agreement for Special Contract Services with San Joaquin County Office of Education for Professional Development During the 2026-2027 School Year	**32-34**
13.2.4	Approve Agreement with San Joaquin County Office of Education to Provide Getting Reading Right Training for Classified Staff During the 2026-2027 School Year	**35-41**
13.2.5	Approve Agreement for Contract Services Between San Joaquin County Office of Education and TUSD for Summer Camps to SJCOE Durham Ferry Outdoor Education Center for July 2026	**42-46**
13.2.6	Approve Purchase of SCUTA Licensing for Middle School Counselors for the 2026-2027 School Year	**47-48**
13.2.7	Approve the Consolidated Application For Funding (Con App) for the Tracy Unified School District for 2026-2027	**49-50**
13.2.8	Approve Master Service Agreement with Ausin Texas Learning Group, LLC, DBA: ATX Learning to Provide Staffing Services for the 2026-2027 School Year	**51-62**
13.2.9	Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Merrill F. West High School for the 2026-2027 School Year	**63-66**
13.2.10	Approve Overnight Travel for the 2026-2027 School Year for the West High Agriculture Staff Chaperons and Students	**67-81**
13.2.11	Ratify Agreement for Special Contract Services with Sarah McGuire for the West High School Drama Program for the 2025-2026 School Year	**82-85**
13.2.12	Approve Agreement with San Joaquin County Office of Education for the Artist in Schools Program at Art Freiler School for the 2025-26 School Year	**86-90**
13.2.13	Approve Agreement for Contract Services between 360 Degree Customer Inc. and Tracy Charter School for the 2026-27 School Year	**91-94**
13.2.14	Approve Agreement for Contract Services with Imagine Learning, Inc. to provide On-line Curriculum Licenses to the Tracy Charter School for Kindergarten – 12th Grade for the 2026-2027 School Year	**95-100**
13.2.15	Approve Agreement With Age of Learning for Expanded Learning Program	**101-108**
13.2.16	Approve Agreement for Contract Services Between SJCOE Math Department and Central School for the 2026-2027 School Year	**109-114**
13.2.17	Approve Agreement for Special Contract Services with San Joaquin County Office of Education for StarLab at Central School for the 2026 - 2027 School Year	**115-118**
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	**119-122**

13.2.19	Ratify Agreement for Contract Services between 360 Degree Customer Inc. for a Behaviorist for Summer School June 5, 2026 – July 3, 2026	**123-126**
13.2.20	Approve Agreement with the Boys and Girls Club at WHS for the 2026-2027 School Year	**127-130**
13.2.21	Approve Agreement with SJCOE for the CARE Program at West High School for the 2026-2027 School Year	**131-135**
13.2.22	Approve Agreement for Contract Services with 360 Degree Customer Inc. for a Behaviorist at Merrill F. West High School for the 2026-2027 School Year	**136-139**
13.2.23	Approve Agreement for Contract Services with Valley Community Counseling Services for a Behavioralist at Merrill F. West High School for the 2026-2027 School Year	**140-143**
13.2.24	Ratify Agreement for Special Contract Services with Speech Therapy & Accent Group for an Independent Education Evaluation (IEE) for a Speech Assessment	**144-147**

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	**148-149**
13.3.2	Approve Classified, Certificated, and/or Management Employment	**150-151**

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	Adopt New Board Policy 4156 and 4256 Personal Property (First Reading)	**152-153**
Action:	Motion___; Second___. **Vote:** Yes _; No ; Absent ; Abstain .	
14.1.2	Accept Proposal for Lease Quotation and Agreement from Mobile Modular Management Corporation for ELOP & School Readiness Office Building	**154-163**
Action:	Motion___; Second __. **Vote:** Yes ; No ; Absent ; Abstain .	

14.2 Educational Services:

14.2.1	Approve Adoption of Instructional Materials	**164-165**
Action:	Motion___; Second___. **Vote:** Yes ; No__; Absent ; Abstain .	
14.2.2	Approve School Site Single Plans for Student Achievement (SPSA) and Site Budgets for the 2026-2027 School Year (Separate Cover)	**166**
Action:	Motion___; Second__ . **Vote:** Yes__; No ; Absent ; Abstain .	
14.2.3	Approve Kimball High School Revised School Site Plan and Budget for the 2025-2026 School Year	**167-171**
Action:	Motion___; Second___. **Vote:** Yes _; No ; Absent ; Abstain_ .	

14.3 Human Resources: None.

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 23, 2026
    - **17.2** August 11, 2026
    - **17.3** August 25, 2026

18. **Upcoming Events:**

18.1	August 3, 2026	First Day of School
18.2	September 7, 2026	Labor Day Holiday
18.3	October 5-9, 2026	Fall Break, No 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 26, 2026

6:20 PM: **1-3.** President Silcox called the meeting to order and adjourned to closed session.

The board returned to open session at 6:53 PM to hear from employee UCL-580 who requested to speak regarding Item #3.3.6.

6:56 PM: The board adjourned back to Closed Session.

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

7:01 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#41, 25/26#42, 25/26#43
3.2.1	
Action:	Hawkins, Cheeseman. **Vote:** Yes-7; No-0; Absent-0.
6b	Report Out of Action Taken on Early Graduation: TISCS#10339036
3.2.2	
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6c	Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.1	Certificated Management Employee #UC-1468
Action:	Approved to Decline. **Vote:** Yes-7; No-0; Absent-0.
6d	Report Out of Action Taken on Consider Revised Non-Paid Leave of
3.3.2	Absence for Classified Employee #UCL-564, Pursuant to Article XXIII
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6e	Report Out of Action Taken on Ratify Settlement Agreement with
3.3.3	Certificated Employee
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6f	Report Out of Action Taken on Approve Settlement Agreement with
3.3.4	Classified Employee
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6g	Report Out of Action Taken on Approve Settlement Agreement with
3.3.5	CSEA
Action:	Approved. **Vote:** Yes-6; No-1 (Fagin); Absent-0.
6h	Report Out of Action Taken on Release Probationary Classified
3.3.6	Employee #UCL-580 Para Educator Therapeutic Behavior
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
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:	Approved. **Vote:** Yes-7; No-0; Absent-0.

Minutes:

7. Approve Regular Minutes of May 12, 2026.
Action: Cheeseman, Alexander. **Vote:** Yes-5; No-0; Absent-0; Abstain-2 (Fagin, Secker).

Audience:

Jason Noll, Jon Waggle, Sally Soberanes, Steven Wichman, Megan Strelka, Erin Quintana, Tony Quintana, Kaleigh Felisberto, Stephen Theall, Bob Brownne, Randall Hill, Vijay Pousapula, Liz Huerta

Student Rep Reports:

8.1 None.

Recognition & Presentations:

9.1 Tracy High School Principal, Jon Waggle, along with Assistant Principals Steven Wichman, Megan Strelka, and Tony Quintana, provided a year in review for Tracy High. During the 25/26 school year, they focused on measurable student outcomes and completed their WASC Accreditation mid-cycle review. They expanded their RAMP certified counseling program and continued to focus on making connections and building relationships with staff, students and parents. At Tracy High, there are over 300 students taking an IB or AP course, the Ag/Science program is thriving and next year they are adding a Construction Trades pathway to their CTE program. Next year they plan to focus intently on building State Standards awareness and getting students more involved by continuing to offer free admission to all school events.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on Instructional Materials Adoptions

Sally Soberanes, Coordinator of Instructional Media Services and Curriculum, presented the process for instructional material adoptions. Since the previous materials adoption proposal, one additional course, Spoken Truth, has been reviewed and analyzed for materials selection and recommendation by the Adoption Committee. This course focuses on writing and performing poetry. Two teacher books are needed to cover the top focal areas. 'Spellbound: The Art of Poetry' focuses on poetic language and literary devices. 'Take the Mic' focuses on performing poetry and includes chapters on how to organize and promote a spoken word event. The materials are available for public review in the IMC through June 9th. A request to approve materials will be presented at the board meeting on June 9, 2026. If approved, materials will be in use for the 26/27 school year.

10.3 Human Resources:

10.3.1 Receive PAR Joint Committee Annual Report for 2025-2026

Tammy Jalique, Associate Superintendent for Human Resources, and Stephen Theall, Director of Professional Learning, spoke of the PAR program. PAR is a Peer Assistance and Review program of support for teachers that may need additional support in the classroom. They may be either mandatory or voluntary teacher participants. While in the program,

consulting teachers serve as mentors and coaches. The Consulting Teachers establish improvement goals, observe in the classroom and provide progress reports and recommendations for resources. There was one voluntary participant for the 25-26 school year who entered into the program September of 2024 and was eligible to receive support services through April 2026. They requested and were granted an extension through December of this year. The program did not have any mandatory participants. Professional Learning serves the consulting teachers, including training on the PAR process and a focus on relationship building.

Hearing of Delegations

11. None.

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

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

13.2 **Educational Services:**

13.2.1 Approve Agreement for Contract Services between Community Medical Centers and Prevention Services Department for 2026 Summer School

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

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

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

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

13.2.6 Approve Master Service Agreement with Alegre Care Inc., dba Alegre Home Care for the 2026-2027 School Year

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)

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

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)

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)

13.2.11 Ratify Special Contract Services Agreement with Ritu Bathwal OT Kids for an Independent Speech Education Evaluation (IEE) Assessment

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

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

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

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

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

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

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

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

13.3 Human Resources:

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

13.3.2 Approve Classified, Certificated and/or Management Employment

13.3.3 Approve Student Teaching Agreement with Vanguard University

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)

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

14.1.2 Authorize Purchase of One Passenger Van for Student Services

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

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

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

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

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

14.3.2 Approve Variable Term Waivers for Administrative Services

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

14.3.3 Approve a Declaration for Provisional Internship Permits

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

14.3.4 Adopt Revisions to Board Policy and Administrative Regulations 4119.43, 4219.43, 4319.43 Universal Precautions (Second Reading)

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

Board Reports:

Trustee Traina thanked Tracy High for their report; their data and surveys looked good. There is excitement and hope for next year. This profession is so rewarding because you can finish the year and reflect on what can be done the following year to improve. Trustee Secker also thanked Tracy High. He has had an opportunity to work with them and see the great job they do firsthand. He recently sat in on the Governor's Budget presentation and feels confident that the budget ramifications will be handled well by district personnel. Thursday, Trustee Secker attended the STEMLine Leadership dinner. The event was well organized, and it was great to see the participants being recognized. Trustee Cheeseman congratulated all the students that are getting ready to graduate and the teachers and families behind the students' success. Trustee Hawkins enjoys this time of year, with the excitement of the graduations and promotions. He thanked everyone for attending this evening. Trustee Alexander enjoyed the presentations, especially the student surveys. She was impressed by the participation rates in extracurricular activities at Tracy High. Trustee Fagin is also surprised by the participation THS is achieving. He thanked everyone for doing their jobs so well to make the district successful. Trustee Silcox expressed his pleasure having the opportunity to work with the board and see all the good happening throughout the district. There are challenges but everyone is working in the right direction. He is grateful his children attend school in TUSD.

Superintendent Report:

Dr. Pecot congratulated the 2026 graduates and noted that this is an especially exciting time. He emphasized that none of this would be possible without the dedication of teachers, the grounds crew who prepare events, and transportation staff who ensure students arrive at school each day. It takes a team and we are fortunate.

Adjourn: 7:40 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 15, 2026
SUBJECT: **Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP)**

BACKGROUND: Since the 2013-14 Fiscal Year, the California State Legislature adopted new accountability measures for educational entities – County Offices, Districts, etc. This accountability tool is known collectively as the Local Control Accountability Plan (LCAP).

The Local Control Accountability Plan (LCAP) requires that:

- Districts set annual goals addressing eight priority areas:
  - Basic Services
  - Implementation of CA State Standards
  - Parent Involvement
  - Pupil Achievement
  - Pupil Engagement
  - School Climate
  - Course Access
  - Other Pupil Outcomes
- Districts must determine specific metrics and actions to be taken to achieve those goals.
- Districts must use a standard format to report the LCAP plan.
- Districts must solicit input from various stakeholder groups, including school employees, parent advisory committees, a separate EL parent advisory committee, and the community at large.
- Districts must hold at least one public hearing to discuss and adopt (or update) the LCAP. This hearing must solicit recommendations and comments from the public regarding expenditures proposed in the plan.
- The local school board must approve both the LCAP along with the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2026.
- The LCAP must include a budget overview for families.

RATIONALE: District staff members have solicited input from the required stakeholder groups by means of meetings and surveys. Recommendations brought forth were analyzed and incorporated into the LCAP for 2026-2027. The purpose of this public hearing is to solicit further recommendations and comments from the public regarding expenditures proposed in the LCAP plan. This Agenda Item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No funding is required for this agenda item.

RECOMMENDATION: Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP).

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 20, 2026
SUBJECT: **Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Tracy Charter School Local Control Accountability Plan (LCAP)**

BACKGROUND: Since the 2013-14 Fiscal Year, the California State Legislature adopted new accountability measures for educational entities – County Offices, Districts, etc. This accountability tool is known collectively as the Local Control Accountability Plan (LCAP).

The Local Control Accountability Plan (LCAP) requires that:

- Districts and charter schools set annual goals addressing eight priority areas:
  - Basic Services
  - Implementation of CA State Standards
  - Parent Involvement
  - Pupil Achievement
  - Pupil Engagement
  - School Climate
  - Course Access
  - Other Pupil Outcomes
- Districts and charter schools must determine specific metrics and actions to be taken to achieve those goals.
- Districts and charter schools must use a standard format to report the LCAP plan.
- Districts and charter schools must solicit input from various stakeholder groups, including school employees, parent advisory committees, a separate EL parent advisory committee, and the community at large.
- Districts and charter schools must hold at least one public hearing to discuss and adopt (or update) the LCAP. This hearing must solicit recommendations and comments from the public regarding expenditures proposed in the plan.
- The local school board must approve both the LCAP along with the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2026.
- The LCAP must include a budget overview for families.

RATIONALE: Staff members have solicited input from the required stakeholder groups via meetings and surveys. Recommendations brought forth were analyzed and incorporated into the LCAP for 2026-2027. The purpose of this public hearing is to solicit further recommendations and comments from the public regarding expenditures proposed in the LCAP plan.

This Agenda Item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No funding is required for this agenda item.

RECOMMENDATION: Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Tracy Charter School Local Control Accountability Plan (LCAP).

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 27, 2026
SUBJECT: **Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2026-27 School District Budget**

BACKGROUND: Effective January 1, 2017, California Education Codes 42103 & 42126 require that on or before July 1 of each year, the governing board of each school district shall hold a public hearing on the proposed budget for the subsequent fiscal year. The public hearing shall take place in a school district facility, or some other place conveniently accessible to the residents of the school district, and the agenda for that hearing shall be posted at least 72 hours before the public hearing and shall include the location where the budget will be available for public inspection. The proposed budget shall show expenditures, cash balances, and all revenues, and shall also include an estimate of those figures, unaudited, for the preceding fiscal year.

RATIONALE: This public hearing is scheduled to fulfill the requirements of California Education Codes 42103 & 42126, and is in conjunction with an information item in which projected expenditures, cash balances, and revenues will be presented.

FUNDING: No funding is required for this agenda item.

RECOMMENDATION: Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2026-27 School District Budget.

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 27, 2026
SUBJECT: **Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete, and Surplus Furniture, Computers, and Equipment through Disposal Service**

BACKGROUND: District policy currently dictates that the disposal of equipment must meet the following conditions before a surplus is declared:

1) "When district-owned books, equipment, and supplies become unusable, obsolete, or no longer needed, the Superintendent or designee shall identify these items to the Governing Board, together with their estimated value and a recommendation that they be sold or disposed of by one of the methods prescribed in law and administrative regulations." (BP 3270)

2) If the district is unable to use the equipment, an assessment must be made to determine which category the equipment falls under:

- Equipment about to be replaced
- Equipment beyond economic repair
- Obsolete due to changes in material makeup (technology)
- Salvage and scrap
- Rubbish

3) The next step would be to sell the item for cash through the following steps:

a) "Ed Code 39520 requires the district to sell any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose or replacement, or if it is unsatisfactory or not suitable for school use". A notice of sale would then be posted in a public place.

Or

The district can sell the equipment through an auction sale. In either case, the district reserves the right to award to the highest responsible bidder or reject all bids.

b) If the district fails to receive a qualified bid, a private sale without advertising can take place. The Board will need to reach a unanimous decision on whether the equipment met the criteria of "not exceeds value of $2,500".

c) If the value of the equipment is insufficient to defray the cost of sale (Ed Code 39521), the district can arrange for the disposal of the equipment in a local public disposal site.

The Tracy Unified School District Director of School Business Support Services & Purchasing has declared the surplus on the damaged, obsolete, and surplus furniture, computers, and equipment due to the fact the inventory has been replaced with a newer, more modern, and structurally safe inventory. The inventory has a negative value or at best, a negligible value.

The main concerns of district staff are that we can eliminate warranty issues for future use of these items, we reduce or eliminate hazardous waste from hitting our landfills, and lastly, if we can help out others with our items, then we utilize companies that fulfill our requirements while helping out the environment and others who are less fortunate.

Our surplus items will be processed under an agreement with the vendors, which outlines a salvage plan that includes the pick-up of obsolete items, the vendors' assumed ownership of items, the associated warranty responsibility, and the costs incurred for the disposal of toxic products as stated by law. The inventory will be consumed for its parts and reused through reselling channels, or lastly, after disassembly of items, it will be sold to recyclers. All vendors are required to provide a Certificate of Recycling and Destruction to ensure the district is safe from any hazardous materials disposal liability and to guard our safety against any internal information being accessed after it is declared surplus.

RATIONALE: "Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee." (Education Code 39521)

As advised by District counsel, surplus equipment and furniture should not be sold to the public unless the District can certify that the equipment is safe. In addition, the surplus should only be sold to those who can take the title of the equipment and warrant safety through certification.

FUNDING: There is no cost to the district to contract with a vendor to remove all e-waste.

RECOMMENDATION: Authorize the Associate Superintendent of Business Services to Enter into an Agreement to Dispose of Damaged, Obsolete, and Surplus Furniture, Computers, and Equipment through Disposal Service.

Prepared by: Michelle Daniel, Director of School Business Support Services & Purchasing

E-WASTE INVENTORY - May 27, 2026

ITEM	ESTIMATED QUANTITY
Monitors	80
Computers	682
Printers	8
TV's	5
Projectors	12
Document Cameras	5
Clocks	500
Radios	50
Bell System	1

OBSOLETE MAINTENANCE EQUIPMENT

2006 Jacobsen HR9016 – Wide area rotary mower designed for commercial turf
2006 JGL T350 – Trailer-mounted boom lift
Ammco 4100B – Heavy-duty disc and drum brake lathe

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 09, 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
June 09, 2026

A.

Vendor:	Bagley Enterprises
Sites:	District Wide
Item:	Service Agreement
Services:	Underground storage tank monitoring and compliance; repair of tanks, pumps, and alarm systems as needed.
Cost:	<$20,000.00
Project Funding:	General Fund/Transportation

B.

Vendor:	All City Management Services
Sites:	Bohn Elementary
Item:	Service Agreement
Services:	School crossing guard services at Bohn for the 26.27 school year.
Cost:	$21,492.00
Project Funding:	General Fund

C.

Vendor:	H.B Restoration Inc.
Sites:	Poet Christian School
Item:	Funding Source Correction
Services:	H.B. Restoration, Inc. will provide exterior painting services at Poet Christian School. This item was previously approved by the Board of Education on May 26, 2026, and is being resubmitted solely to correct the funding source. No changes have been made to the vendor, scope of work, or contract amount.
Cost:	$62,300.00
Project Funding:	Fund 21 Measure O Bond

D.

Vendor:	Sameday Backflow Service
Sites:	Tracy Unified School District
Item:	Routine Purchase Order
Services:	Annual backflow testing
Cost:	$7,275.00
Project Funding:	General Fund

E.

Vendor:	Sherwin-Williams
Sites:	Poet Christian School
Item:	Funding Source Correction
Services:	Sherwin-Williams will provide paint and related materials for the exterior painting project at Poet Christian School. This item was previously approved by the Board of Education on May 26, 2026, and is being resubmitted solely to correct the funding source. No changes have been made to the vendor, scope of work, or contract amount.
Cost:	$19,800.00
Project Funding:	Fund 21 Measure O Bond

F.

Vendor:	Cumming Group
Sites:	District Wide
Item:	Funding Source Correction
Services:	Cumming Group will provide construction management services for the exterior painting project at five district sites. This item was previously approved by the Board of Education on April 14, 2026, and is being resubmitted solely to correct the funding source. No changes have been made to the vendor, scope of work, or contract amount.
Cost:	$110,149.00
Project Funding:	21 Bond O Fund

G.

Vendor:	Tracy Tank Town Lions
Sites:	West High School
Item:	ASB Concession Stand Contract
Services:	The Tank Town Lions (TTL) will use the West High School concession stand facility during the high school football season. The WHS ASB will supply refrigeration, an ice machine, a soft drink dispenser, and cleaning products. TTL will provide the WHS ASB with a sum equal to 60% of the net proceeds.
Cost:	N/A
Project Funding:	N/A

H.

Vendor:	Tracy Breakfast Lions Club
Sites:	Tracy High School
Item:	ASB Concession Stand Contract
Services:	The Tracy Breakfast Lions Club will use the Tracy High School concession stand facility during the high school football season. The THS ASB will supply the ice machine, water, water heater, and electricity. The Tracy Breakfast Lions Club will provide THS ASB with a sum equal to 60% of the net proceeds.
Cost:	N/A
Project Funding:	N/A

I.

Vendor:	Department of Justice
Sites:	Tracy Unified School District
Item:	Routine Purchase Order for 26.27 School Year
Services:	Fingerprinting services are required for personnel, parent volunteers, and coaches.
Cost:	$40,000.00
Project Funding:	General Fund

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: June 09, 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. Leprino Foods – $1,500.00, check#1010172780: Donation to Tracy High Scholarship account Leprino Foods.
2. Leprino Foods – $500.00, check#1010172663: Donation to Tracy High AG Science Scholarship.
3. William and Celeste Koster - $1,000.00, check#1180: Donation to Ariana Koster Memorial Scholarship account.
4. Lawrence Guillen - $750.00, check#1249: Donation to Raymond "Butch" Gonzales Scholarship account.
5. Nancy Gonzales – Heer - $1,250.00, check#3920: Donation to Raymond "Butch" Gonzales Scholarship account.
6. Thomas Pombo - $1,200.00, check#9241: Donation to Gene Pombo Memorial Scholarship.
7. Island Gourmet - $500.00, check#7546: Donation to Tracy High Class of 2026.
8. John B Melo - $500.00, check#6095: Donation to Linda Tosta Memorial Scholarship.
9. Patricia Robidart - $1,000.00, check#2649: Donation to Joe Alvarez Scholarship.
10. Avid Water - $1,000.00, check#114104: Donation to AVID Water Scholarship.

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

1. Dan & Katherin Higgins – Two telescopes with a total value of $4,000.00 to be utilized during star gazing events for the Space & Engineering Academy or similar events hosted by West High science teachers.

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

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

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

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: May 27, 2026
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2026/27 School Year**

BACKGROUND: The District recognizes the importance of having parent support/booster clubs that enhance and assist in furthering the educational opportunities of students. Community support organizations (CSO's) such as Parent Teacher Clubs, Parent Teacher Associations, Athletics Boosters, Band Boosters, Advisory Groups, and any other organizations approved by the Board, promote, encourage, and support the approved academic, co-curricular, and extracurricular activities of the district. The attached document reflects the current status of active School Connected Organizations for the current year. Those groups approved by prior Board Action are indicated as *Approved*. Those being submitted for current approval are indicated as *Recommended for Approval*. Those groups that have indicated an interest in approval, but have not yet met all approval requirements, are indicated as *Pending*. In addition to the status of *Approved*, *Recommended for Approval*, and *Pending*, each organization is marked as being either *Current* or *Revoked*. *Current* means the organization has submitted a current reconciled bank statement within the past two months and all other documentation is adequate. *Revoked* means the organization has failed to submit a current reconciled bank statement within the past two months, other documentation is inadequate, or some other condition exists for which additional compliance steps are required.

RATIONALE: Acceptance of this item indicates endorsement by the School Board of the current status of each recognized School Connected Organization or Booster Club in order to meet the District's strategic goal: strategic goal #5 – Continuously improve fiscal, facilities and operational processes.

FUNDING: There are no financial obligations associated with this agenda however, sites and departments of the District may incur responsibilities and costs associated with donations made through the (CSO's) fundraising endeavors.

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

Prepared by: Michelle Daniel, Director of School Business Support Services & Purchasing.

2026/2027 School-Connected Organization Booster Clubs

Organization	Status	Reviewed Bank Statements
209 Tracy High Wrestling Booster Club	*Recommended for approval*	*Current*
Tracy High Dance Booster Club	*Recommended for approval*	*Current*
Tracy High Football Booster Club	*Recommended for approval*	*Current*
West High FFA Alumni and Supporters Booster Club	*Recommended for approval*	*Current*
West High Music Booster Club	*Recommended for approval*	*Current*

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt. of Ed Services
DATE: May 15, 2026
SUBJECT: **Renew the Annual Advancement via Individual Determination (AVID) Agreement between TUSD and the AVID Center for the 2026-2027 School Year**

BACKGROUND: The Tracy Unified School District has implemented Advancement via Individual Determination (AVID) since 2002. Each school year, the District must contract services from the AVID Center, a California non-profit corporation. Tracy Unified School District currently has nine AVID member schools: Kimball High School, Tracy High School, West High School, Art Freiler School, George Kelly School, Monte Vista Middle School, North School, Poet Christian School, and Williams Middle School. Over the years, the AVID program participants have demonstrated greater high school graduation rates and college acceptance rates than their non-participating peers.

RATIONALE: AVID is a college readiness system for upper elementary through higher education students and is designed to increase school-wide learning and performance. The AVID College Readiness System (ACRS) accelerates student learning, uses research-based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change.

To continue participation in the AVID program, the Tracy Unified School District agrees to pay AVID Center an annual membership/license fee per participating school sites offering the AVID program. Membership includes a license to use the AVID trademarks to promote the implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to gain access to AVID materials and student activity sheets from the AVID Libraries. It also provides numerous opportunities for TUSD staff to participate in focused AVID Professional Development. Continued participation in the AVID program will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop,

train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: LCFF Targeted funds for AVID will continue to be provided to support ongoing participation in the AVID program. Funding for this contract will not exceed $47,430.00.

RECOMMENDATION: Renew the Annual Advancement via Individual Determination (AVID) Agreement between TUSD and the AVID Center for the 2026-2027 School Year.

Prepared by: Dr. Zachary Boswell, Assoc. Supt. of Ed Services.

AVID Center

Products and Services Quote/Order

Quote/Order #: Q-93471
Client: Tracy Unified
Address: 1875 W Lowell Ave
Tracy, CA 95376

Contact AVID Center
Phone: 1-833-AVID-CARE (1-833-284-3227)
Email: contracts@avid.org

Effective Date: July 01, 2026

Expiration Date: June 30, 2027

Art Freiler School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,725.00	$4,725.00
1	AVID Weekly Secondary	$735.00	$735.00
		Art Freiler School SUBTOTAL:	**$5,460.00**

Earle E. Williams Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,725.00	$4,725.00
1	AVID Weekly Secondary	$735.00	$735.00
		Earle E. Williams Middle School SUBTOTAL:	**$5,460.00**

George Kelly Elementary			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,725.00	$4,725.00
1	AVID Weekly Secondary	$735.00	$735.00
		George Kelly Elementary SUBTOTAL:	**$5,460.00**

Poet-Christian Elementary			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Elementary School	$3,750.00	$3,750.00
1	AVID Weekly Elementary	$750.00	$0.00
		Poet-Christian Elementary SUBTOTAL:	**$3,750.00**

John C. Kimball High School

QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,725.00	$4,725.00
1	AVID Weekly Secondary	$735.00	$735.00
		John C. Kimball High School SUBTOTAL:	**$5,460.00**

West High School

QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,725.00	$4,725.00
1	AVID Weekly Secondary	$735.00	$735.00
		West High School SUBTOTAL:	**$5,460.00**

Monte Vista Middle School

QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,725.00	$4,725.00
1	AVID Weekly Secondary	$735.00	$735.00
		Monte Vista Middle School SUBTOTAL:	**$5,460.00**

North Elementary

QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,725.00	$4,725.00
1	AVID Weekly Secondary	$735.00	$735.00
		North Elementary SUBTOTAL:	**$5,460.00**

Tracy High School

QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,725.00	$4,725.00
1	AVID Weekly Secondary	$735.00	$735.00
		Tracy High School SUBTOTAL:	**$5,460.00**

TOTAL:	$47,430.00
plus all applicable taxes	

Additional Comments:

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at https://www.avid.org/Page/3290 or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at https://www.avid.org/rest assured-policy.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center, a California Non-Profit Corporation 501(c)(3)		Tracy Unified	
Sign:	_____	Sign:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
Email:	contracts@avid.org	Email:	_____

AVID Center
5187 College Ave., Ste. 163
San Diego, CA 92115
Employer ID # 33-0522594

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 20, 2026
SUBJECT: **Approve Agreement with GoReact to Provide Support and Implementation of Video-Based Coaching for Professional Learning Peer Coaching and Induction Programs**

BACKGROUND: GoReact is a professional development platform designed to enhance educator engagement, growth, and retention. The program supports teacher growth by providing more opportunities for practice, modeling, self-reflection, and collaboration. GoReact's platform will support teacher retention by helping teachers in Peer Coaching and Induction to feel supported and prepared with opportunities for professional learning and peer engagement.

RATIONALE: GoReact fosters a culture of collaboration and professional growth amongst educators in the Peer Coaching and Induction Programs by enabling teachers to share videos of their instruction to receive timely coaching and feedback from their mentor teachers. By utilizing the GoReact platforms, mentors will have more time to offer feedback to mentees in real-time as well as provide model lessons to their candidates utilizing best instructional practices. Mentors and Candidates will be able to create their own professional learning communities to share practices and data that will align to learning outcomes for students. This platform supports District Strategic Goal #2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: GoReact cost $24,250 and will be funded through LCFF funds.

RECOMMENDATION: Approve Agreement with GoReact to for Video-Based Coaching for Professional Learning Peer Coaching and Induction Programs.

Prepared by: Jennifer Kassel, Program Administrator, Professional Learning and Curriculum.

echo360

ORDER FORM

Turning Tech Intermediate, Inc. (*dba* Echo360)
6000 Mahoning Ave, Suite 254
Youngstown, OH 44515 USA
www.echo360.com

Quote Number: Q-15694
Quote Date: April 1, 2026
Valid For: 30 days
Account: Tracy Unified School District
Prepared By: Heather Lund
Prepared For: Jennifer Kassel

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

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

IDENTIFICATION OF ECHO360 SERVICES (SOFTWARE AND/OR HARDWARE) INCLUDING ANY OPTIONS AND FEES:

29

Product Name	Subscription Start	Subscription End	Qty	Total Amount
1 **GoReact Advanced - User (Edu) Subscription** Advanced user access for education	July 1, 2026	June 30, 2027	175	19,075.00 USD

CUSTOMER NOTES:		
	Subtotal	19,075.00 USD
	Shipping & Handling	USD
	Sales Tax	0.00 USD
	TOTAL	19,075.00 USD

echo360

ORDER FORM

Please note: The amounts for Shipping & Handling costs as well as Sales Tax are estimates and may differ from the actual amounts billed. Sales Tax will be included on the invoice unless a valid tax exemption form is provided to us.

TERMS:

1. **SERVICE AGREEMENT:** This Order Form is governed by and subject to terms and conditions of the Master Subscription and Professional Services Agreement ("Master Agreement"). Capitalized terms not defined on this Order Form have the meanings assigned in the Master Agreement. Support & maintenance is included in the cost of Subscription Services and will be provided pursuant to the terms in the Master Agreement. This Order Form shall govern to the extent of any conflict with the Master Agreement.

2. **OTHER SERVICES:** Professional Services may be purchased pursuant to a separate Statement of Work.

3. **SUBSCRIPTION TERM:** 12 Months, commencing on July 1, 2026 and ending on June 30, 2027.

4. **RENEWAL TERM:** This Order Form will automatically renew for successive 12-month periods. An automatic increase of 5% shall apply to all future renewals.

5. **PAYMENT TERMS:** Customer will be invoiced upon execution of this Order Form. Payment will be Due on receipt following the invoice date. The billing frequency will be Annual. All other payments, including Fees incurred when the Subscription Service license scope and Bundles are exceeded as per the table above, shall be due and owing thirty (30) days after receipt of an invoice from Echo360.

30

6. **USAGE:** If Customer's usage of Subscription Services exceeds the quantities purchased by Customer and fees for additional Subscription Services are provided on the above contract details, then Customer will be accordingly upgraded and invoiced for the remaining portion of the Subscription Term. Customer agrees to pay the invoiced amount in accordance with the payment terms of this Order Form.

7. **PURCHASE ORDERS ("PO"):** POs shall be sent via e-mail to salesops@echo360.com.

Payment Portal/Supplier Form: For questions about invoices, payment, or if an invoice needs to be submitted to a portal or a supplier form needs to be completed, please e-mail echoar@echo360.com to reach Echo360's accounting department.

PO# (If applicable):

Is a PO required for payment? Y/N:

Accounts Payable Email:

[Signatures on Next Page]

echo360

ORDER FORM

ELECTRONIC SIGNATURES. Each party agrees that this Order Form may be electronically signed, and that any electronic signatures appearing on this Order Form are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Customer: Tracy Unified School District	**Turning Tech Intermediate, Inc. d/b/a Echo360**
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	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: **Approve Agreement for Special Contract Services with San Joaquin County Office of Education for Professional Development During the 2026-2027 School Year**

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

RATIONALE: The San Joaquin County Office Education Language and Literacy team will provide professional development during District Pre-Service. The sessions offered will include Primary Source Learning with Universal Design for Learning for 6th – 12th History teachers and Universal Design for Learning Strategies to Strengthen Literacy for 6th – 12th grade ELA teachers. This request meets district goal #1: prepare all students for college and careers and ensure all student meet grade level standards using accelerated learning and tiered supports.

FUNDING: The cost for this training and support is not to exceed $2.000 and will be paid by RS 0709 funds.

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

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

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

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

'MEMORANDUM OF UNDERSTANDING

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
and
TRACY UNIFIED SCHOOL DISTRICT

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Tracy Unified School District, hereinafter referred to as "TUSD," is to provide professional learning for the 2026-2027 school year focused on ELD Steering Committee, LTEL Task Force, EL Literacy Coach Consultations, Paraprofessional Professional Learning, EL Professional Learning for Admin Team

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

I. SCOPE OF WORK
   a. SJCOE Language & Literacy Department will provide the following services:

Specific Days and Times:

Date(s)	Topic	# of PD Days	Total Cost
7/29/26	Access for All: Designing Primary Source Learning with UDL, Stations, and Student-Centered Learning (H/SS)	2 hour session	$1,000
7/29/26	Building Knowledge for All: UDL Strategies to Strengthen Literacy in Secondary ELA	2 hour session	$1,000
Total Cost			**$2,000**

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

III. COMPENSATION
   a. Professional learning costs (which include preparation, travel, and materials).
      i. TUSD will pay SJCOE Language & Literacy Department in the amount of $2,000 within thirty (30) days of receipt of the invoice from SJCOE.

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

V. CERTIFICATION OF NON-EMPLOYEE STATUS:
   a. SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as an employee of Tracy Unified School District. Tracy Unified School District

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agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents, and employees of SJCOE against any and all claims, which may result from this agreement.

b. San Joaquin County Office of Education agrees to make no claim against Tracy Unified School District for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that SJCOE is not entitled to any such benefits.

Is the proposed CONTRACTOR/CONSULTANT an employee of the SJCOE?	•Yes	•No
Have you or any of your employees previously been employed by the SJCOE?	•Yes	•No
Are you or any of your employees a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) member? If yes, which system? (CalPERS) (CalSTRS)	•Yes	•No
Are you, any of your employees or sub-contractors a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) retiree? If yes, which system? (CalPERS) (CalSTRS)	•Yes	•No

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

VI. SIGNATURES OF AUTHORIZED REPRESENTATIVES

SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Kristin Ward, Director II, Language & Literacy

Date

Anthony Flores, Division Director of Operations

Date

Tracy Unified School District

Tania Salinas, Associate Superintendent of Business Services

Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 20, 2026
SUBJECT: **Approve Agreement with San Joaquin County Office of Education to Provide Getting Reading Right Training for Classified Staff During the 2026-2027 School Year**

BACKGROUND: San Joaquin Office of Education has provided numerous professional development sessions to our teachers during in prior years designed to educate staff on effective teaching practices, curriculum utilization, and methods of assessment. This support extends to paraprofessionals, an important role in ensuring each student meets grade-level expectations and receives additional support when needed.

RATIONALE: San Joaquin County Office of Education will provide Getting Reading Right training and support for elementary Resource Specialist paraprofessionals along with coaching support for the Para Educator III position. This training equips educators with training aligned to the Science of Reading, including tools and resources for Tier 1 and Tier 2 instruction, strategies for addressing reading gaps, and supports for multilingual learners These services directly align to LCAP Goal #1 by supporting high-quality instruction and Multi-Tiered Systems of Support.

FUNDING: The cost for this training and support is not to exceed $11,300 and will be paid by RS 0709 funds.

RECOMMENDATION: Approve Agreement with San Joaquin County Office of Education to Provide Getting Reading Right Training for Classified Staff During the 2026-2027 School Year.

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

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

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'MEMORANDUM OF UNDERSTANDING

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
and
TRACY UNIFIED SCHOOL DISTRICT

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Tracy Unified School District, hereinafter referred to as "TUSD," is to provide professional learning for the 2026-2027 school year focused on Getting Reading Right for Paraprofessionals.

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

I. SCOPE OF WORK
   a. SJCOE Language & Literacy Department will provide the following services:

Specific Days and Times:

Date(s)	Topic	# of PD Days	Total Cost
08/11/26 08/13/26	Paraprofessional Training (first cohort) 2 full days training ($1500/day) with 4 days of preparation ($1200/day)	2	$7800
TBD	Ongoing Coaching Support Intermittent Coaching Check-Ins $350/hour TUSD Para Educator Trainer can schedule time to meet with a Coordinator for lesson planning support, lesson observation and feedback, modeled lessons, or coaching support.	10 hours	$3,500
Total Cost			**$11,300**

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

III. COMPENSATION
   a. Professional learning costs (which include preparation, travel, and materials).
      i. TUSD will pay SJCOE Language & Literacy Department in the amount of $11,300 within thirty (30) days of receipt of the invoice from SJCOE.

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

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

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V. CERTIFICATION OF NON-EMPLOYEE STATUS:

a. SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as an employee of Tracy Unified School District. Tracy Unified School District agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents, and employees of SJCOE against any and all claims, which may result from this agreement.

b. San Joaquin County Office of Education agrees to make no claim against Tracy Unified School District for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that SJCOE is not entitled to any such benefits.

Is the proposed CONTRACTOR/CONSULTANT an employee of the SJCOE?	•Yes	•No
Have you or any of your employees previously been employed by the SJCOE?	•Yes	•No
Are you or any of your employees a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) member? If yes, which system? (CalPERS) (CalSTRS)	•Yes	•No
Are you, any of your employees or sub-contractors a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) retiree? If yes, which system? (CalPERS) (CalSTRS)	•Yes	•No

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

VI. SIGNATURES OF AUTHORIZED REPRESENTATIVES

SAN JOAQUIN COUNTY OFFICE OF EDUCATION	Tracy Unified School District
Kristin Ward	
Kristin Ward, Director II, Language & Literacy	Tania Salinas, Associate Superintendent of Business Services
05/26/2026	
Date	Date

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www.sjcoe.org

_____
Anthony Flores, Division Director of Operations

_____
Date

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties:
   Getting Reading Right training for Elementary RSP paraprofessionals and ongoing coaching for Para Educator III position

   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 TWELVE (12) DAYS, under the terms of this agreement at the following location Tracy Unified School District Professional Learning .

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

   a. District shall pay $11,300.00 per FLAT RATE, not to exceed a total of $11,300.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 07/01/2026, and shall terminate on 06/30/2027.

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

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

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature

Title

Business Services Review

Tracy Unified School District

Date

RS 0709
Funding Source

District Office
Site/Department:

Date Approved by the Board

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 6, 2026
SUBJECT: **Approve Agreement for Contract Services Between San Joaquin County Office of Education and TUSD for Summer Camps to SJCOE Durham Ferry Outdoor Education Center for July 2026**

BACKGROUND: The expanded Learning Opportunities Program (ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities – California Ed. Code (EX) Section 46120. TUSD is a STEM District. The TUSD STEM Vision is as stated: Empowering every student for success in tomorrow's world. The TUSD STEM Mission is as stated: Engaging STEM experiences connect each student to the real world and prepare them for college and career success through collaboration, critical thinking, and problem solving. In the 2024-2025 school year, TUSD has identified 5 key initiatives. One of the key initiatives is to provide STEM opportunities for each student.

RATIONALE: This contract ensures TUSD students from grades 4-8 are provided with the option to access a rich camp experience that includes building students' environmental literary by encouraging connections to nature, and available community resources.

This Agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: This camp is free to our district as it is funded by the California Natural Resources Agency Grant. All transportation costs will be reimbursed by SJCOE, resulting in no cost to the district.

RECOMMENDATION: Approve Agreement for Contract Services Between San Joaquin County Office of Education and TUSD for Summer Camps to the Durham Ferry Outdoor Education Center for Summer of 2026.

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

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

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Stockton, CA 95213-9030
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MEMORANDUM OF UNDERSTANDING
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
and
TRACY UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding (MOU) between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Tracy Unified School District, hereinafter referred to as "TUSD," is for the purpose of providing additional education and learning experience for TUSD students.

The two parties, SJCOE and TUSD, mutually agree to the following terms and conditions:

I. SCOPE OF WORK

a. SJCOE STEM Durham Ferry Outdoor Education Center will prepare and host one **no-cost 4-day** Let's Play Outside Summer Day Camp in July. Students will engage in hands-on science, engineering, and social-emotional learning activities while exploring the outdoors. Campers will participate in hiking, archery, fishing, kayaking, and garden activities.

- San Joaquin County Office of Education will provide the following:
  - Summer Camp programming, equipment, and staff to lead all activities
  - Lunch, snacks, and water for participants
  - Arranged and fully funded transportation for each camp day
  - Curated gift for camp participants
  - Direct funding for all venues, materials, equipment, transportation, and food costs managed by SJCOE with the support of the CA Natural Resources Department Youth Community Access Grant Program

- Tracy Unified School District will provide the following:
  - Recruitment, registration, and collection of completed permission forms/waivers
  - Chaperones to ride the bus with students in accordance with district guidelines for chaperone-to-student ratios during transportation to and from camps
  - Confirmation of chaperone's compliance with fingerprinting and other district requirements, including TUSD adult-to-student ratio for field trips

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Camp Days:

Date	Camp Topic	# of Students
July 6, 2026	**Let's Play Outside at Durham Ferry** **Archery** 29442 Airport Way, Manteca, CA 95337	Up to 25
July 7, 2026	**Let's Play Outside at Lodi Lake** **Kayaking** 1101 W Turner Rd, Lodi, CA 95242	Up to 25
July 8, 2026	**Let's Play Outside at The Edible Schoolyard** **Garden Day** 466 S Ventura Ave, Stockton, CA 95203	Up to 25
July 9, 2026	**Let's Play Outside at Durham Ferry** **Fishing** 29442 Airport Way, Manteca, CA 95337	Up to 25

II. TERMS OF AGREEMENT
   a. This agreement will be in effect from April 9, 2026 – July 9, 2026

III. COMPENSATION
   a. SJCOE STEM Summer Camps (includes instructor's personnel fees, materials, and supplies)
   b. **This camp is at no cost to Tracy Unified School District.** Funding for the Let's Play Outside Summer Camps is provided by the CA Natural Resources Department Youth Community Access Grant Program.

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

V. CERTIFICATION OF NON-EMPLOYEE STATUS:
   a. San Joaquin County Office of Education certifies that at all times SJCOE is acting as an independent contractor and not as an employee of Tracy Unified School District. TUSD agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents, and employees of SJCOE against any and all claims which may result from this agreement.

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b. SJCOE agrees to make no claim against TUSD for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that SJCOE is not entitled to any such benefits.

~~Is the proposed CONTRACTOR/CONSULTANT an employee of the SJCOE?~~ ~~( ) Yes ( ) No~~

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

~~Are you or any of your employees a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) member?~~ ~~( ) Yes ( ) No~~

~~If yes, which system? ( ) (CalPERS) ( ) (CalSTRS)~~

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

~~If yes, which system? ( ) (CalPERS) ( ) (CalSTRS)~~

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

SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Katie Wipfli

Katie Wipfli, Div. Director of STEM, Workforce Development, and Innovation

04/13/2026

Date

Anthony Flores

Anthony Flores, Div. Director of Operations

04/13/2026

Date

TRACY UNIFIED SCHOOL DISTRICT

Tania Salinas, Associate Superintendent of Business Services

Date

KS

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 20, 2026
SUBJECT: **Approve Purchase of SCUTA Licensing for Middle School Counselors for the 2026-2027 School Year**

BACKGROUND: As a district, we have invested in an assessment database, Fastbridge, which provides an academic, social, emotional, risk screener, mySAEBRS. Using the data from mySAEBRS in addition to the platform SCUTA, it will allow our counselors to make data driven decisions and provide additional data to review best practices and keep records of how we are interacting with students.

RATIONALE: SCUTA is a web-based counselor application used to develop a data-driven, evidenced based school counseling program. SCUTA follows the ASCA (American School Counseling Association) national model recommendations and offers confidential, comprehensive documentation and use of time analysis system. The SCUTA application will be used by all middle school counselors and administrators to aide in guiding Professional Learning Community (PLC) discussions, review best practices, keep accurate records and aide in making data-driven decisions for students.

FUNDING: The cost, not to exceed $6000.00, will be paid from Title 1 Funds

RECOMMENDATION: Approve Purchase of SCUTA Licensing for Middle School Counselors for the 2026-2027 School Year.

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

SCUTA
THE SCHOOL COUNSELOR'S ADVOCATE

QUOTE # 41637

Quote valid for 60 days. Expires on: 7/18/26

zLabs
1500 Colesville Road,
Bethlehem, PA 18015
833-887-2882

Attn: Lisa Pribble
TRACY JOINT UNIFIED
lpribble@tusd.net
209-830-3210

May 19th, 2026

Dear Lisa Pribble,

Thank you for the opportunity to quote SCUTA. SCUTA is a modern, secure, web-based application with an annual per user license that is the leading advocacy tool for school counseling programs globally.

Quote

Licensing Period: 7/1/26 - 7/1/27	Quantity	Annual Cost	Total
SCUTA Pro	0	$225	$0.00
SCUTA Max	10	$295	$2,950.00
Manager License	1	$295	$295.00
+ Outlook.	10	$95	$950.00
+ Google Calendar	0	$95	$0.00
+ Appointments	0	$95	$0.00
+ ISCA Model 2.0	0	$95	$0.00
+ RAMP	10	$95	$950.00
+ Survey	10	$95	$950.00
Total Amount			**$6,095.00**
Discount :		5.00%	-$304.75
Taxes (Non Profit)			0.00
Total Amount Due (Net 30)			**$5,790.25**
10% Discount if paid by 7/15/26		**-$579.03**	**$5,211.23**

Please feel free to reach out if you have any questions, comments, or feedback. We look forward to working with you.

Thank you,

Madi

Madison Hoguet
madison@myscuta.com
SCUTA Sales & Support
1-833-88-SCUTA(72882)

Single/Sole Source document: Single/Sole Source
Download our W9: zLabs-SCUTA-W9
See SCUTA tutorials: https://myscuta.com/app/videoTutorials
Our Privacy policy: https://www.myscuta.com/privacy

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 27, 2026
SUBJECT: **Approve the Consolidated Application For Funding (Con App) for the Tracy Unified School District for 2026-2027**

BACKGROUND: Each year, the District is required to submit to the State Department of Education, a Consolidated Application for Funding of Categorical Aid Programs. These programs include both Federal and State-funded programs. Federally funded programs include Title I (Economically Disadvantaged Students), Title II (Professional Development), Title III (English Language Learners). The Consolidated Application indicates the District's desire to participate in these programs, abide by their guidelines, and establish site eligibility for Title I participation. Individual School Plans for Student Achievement (SPSAs) containing specific goals, programs, and budgets are submitted to the School Board each year as an additional part of this approval process. SPSAs will be approved at the June 09, 2026 Board Meeting.

RATIONALE: State law requires local Governing Board approval of the Consolidated Application For Funding This agenda item supports District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; 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: There is no cost to the District. However, *approval of this Con App guarantees that State and Federal Funds continue to be granted to the District.*

RECOMMENDATION: Approve the Consolidated Application for Funding (Con App) for the Tracy Unified School District for 2026-2027.

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

2026–27 Application for Funding

CDE Program Contact:
Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	No

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

Warning
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 18, 2026
SUBJECT: **Approve Master Service Agreement with Ausin Texas Learning Group, LLC, DBA: ATX Learning to Provide Staffing Services for the 2026-2027 School Year**

BACKGROUND: Board approval is requested to contract with Texas Learning Group, LLC, DBA: ATX Learning. The District's Special Education administration would like to contract with Texas Learning Group, LLC, DBA: ATX Learning for the 2026-2027 school year to provide credentialed staffing needs.

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: Expense for this contract will be $250,000.00 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 the Master Service Agreement with Texas Learning Group. LLC, DBA: ATX Learning 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 ATX Learning), 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 ATX Learning 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, ATX Learning 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"). ATX Learning will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If ATX Learning 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. ATX Learning 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 ATX Learning Associate, and Client. The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to ATX Learning 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. ATX Learning 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) ATX Learning 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 ATX Learning 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 ATX Learning 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 ATX Learning 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 ATX Learning typically conducts a limited background check but does not engage in any additional verification process (e.g., to ATX Learning) 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 ATX Learning 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 ATX Learning 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 ATX Learning 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 ATX Learning immediately: (1) of any obligations in the government contract or subcontract relating to wages, and (2) if ATX Learning is legally required to initiate E Verify verification procedures for any Associate. ATX Learning reserves the right to re-assign any assigned Associate. The Client further agrees that it is fully responsible for, and that ATX Learning 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 ATX Learning 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. ATX Learning will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. ATX Learning 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 ATX Learning costs of collection, including reasonable attorney's fees, whether legal action is initiated. Additionally, ATX Learning 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) ATX Learning 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. ATX Learning 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 ATX Learning 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: ATX Learning

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 ATX Learning 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.
ATX Learning 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 ATX Learning 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 ATX Learning Associate accepts the offer (in writing, verbally, or otherwise). ATX Learning will bill Client for the Conversion Fee after the ATX Learning 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 ATX Learning that Associate immediately ceases to be an independent contractor with respect to Client, ATX Learning 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 ATX Learning 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 ATX Learning 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, ATX Learning will offer a replacement courtesy for that candidate. ATX Learning 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 ATX Learning outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by ATX Learning 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. ATX Learning 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 ATX Learning. A cancellation fee equal to the scheduled hours for any shift cancelled is payable to ATX Learning for all cancellations made with notice less than twenty (20) in- session school days (i.e. Associate business working days). For assignments ATX Learning 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 ATX Learning 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 ATX Learning and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination if ATX Learning 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: Ausin Texas Learning Group LLC, Inc.
10821 Red Run Blvd, #407,
Owing Mills, MD 21117

11. Insurance, Indemnification and Limitation of Liability

(a) ATX Learning 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, ATX Learning 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, ATX Learning 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 ATX Learning' 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 ATX Learning 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 ATX Learning, 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 ATX Learning, the Client is entitled to recover damages from ATX Learning. (including fundamental breach, negligence, misrepresentation, or other contractor claim) ATX Learning 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 ATX Learning 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 ATX Learning 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.

ATX Learning

By: Syed Khalil

Name, Title: Syed Khalil - President

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 ATX Learning and Tracy Unified School District collectively referred to herein as "the Parties."
The Parties agree to the below:

Contractor Name: DeLinda Chubbuck		Assignment Start Date: End Date: 6/30/2027
District Name and Address: Tracy Unified School District		Scheduled Days of the Week:
District Telephone Number: 209-830-3270		Hours Per Day: 8 Total Hours Per Week: 40
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: $115-$150
Billing Contact Info: Elena Camacho		Overtime/Holiday Rate:
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 therapist.
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 ATX Learning 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 Contractor named herein is an employee of ATX Learning and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through ATX Learning and Client agrees to pay a conversion fee of 35% of the subject Contractor annual salary as liquidated damages to ATX Learning within 30 days of being invoiced for the same. Contract conversion terms available upon request. The client acknowledges and agrees that this Staffing Confirmation Agreement contains the specific terms of the individual contractor's assignment for services in accordance with the terms of the ATX Learning Master Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the ATX Learning Master Services Agreement, the terms of the ATX Learning Master Services Agreement shall prevail. Unless the Client provides written notice of any objection or correction needed within the earlier of (i) ten (10) business days. Upon receipt of this Staffing Confirmation Agreement from ATX Learning or (ii) five (5) business days prior to the start of such an assignment, this Exhibit A shall be deemed accepted by the Client and be deemed a binding agreement in all respects.

Exhibit B

INDEMNIFICATION; LIMITATION OF LIABILITY.

(a) Associate enters into this Agreement as an independent contractor and not as an employee of Client. ATX Learning shall have no power or authority by this Agreement to bind Client 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 ATX Learning are employees, agents, contractors or subcontractors of ATX Learning and not of the Client. The Client shall not be obligated in any way to pay any wage claims or other claims made against ATX Learning by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

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

(c) Associate [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, _____ 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 _____ and/or its employees.

(c) ATX Learning agrees to hold harmless and to indemnify Client for: Any injury to person or property sustained by ATX Learning or by any person, firm or corporation employed directly or indirectly by ATX Learning 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, to the extent arising out of the gross neglect, default or willful omission of ATX Learning or any person, firm or corporation directly or indirectly employed by ATX Learning under this Agreement, and ATX Learning 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 Client for any such claim or demand, and pay or satisfy any judgment that may be rendered against Client in any such action, suit or legal proceedings or the result thereof. Nothing here in provided shall be construed to require ATX Learning to hold harmless or indemnify Client for liability or damages resulting from the negligence or willful act or omission of Client or its officers, agents or employees.

Limitation of Liability.

(a) In no event will either party to this Agreement be liable for incidental, consequential, punitive, indirect or special damages, including, without limitation, interruption or loss of business, profit or goodwill.

(b) As a condition for recovery of any liability, the parties must assert any claim under this Agreement within three (3) months after discovery or sixty (60) days after the termination or expiration of this Agreement, whichever is earlier.

(c) In no event shall ATX Learning's liability to Client exceed (a) for Temporary Services, the fees received by ATX Learning from Client during the preceding six (6) month period, or (b) for Direct Placement Services, the fees received from Client for the placement of the Candidate to whom any claim asserted by Client relates, whether arising from an alleged breach of this Agreement, an alleged tort or any other cause of action.

AUSIN TEXAS LEARNING GROUP, LLC

ATX Learning

Rate List (2026-27)

These are all-inclusive rates. We always prefer to work with schools to offer them cost-effective solutions. The school does NOT pay an additional cent for state and federal taxes, social security, worker compensation, mileage, travel time, etc. Any additional expense is pre-approved by school authorities in writing. **ATX Learning offers tailor-made, flexible solutions. Call us for details.**

	Services	Rate	
1.	Speech Language Pathologist		
	• Speech Language Pathologist	$105-$135	per hour
	• SLP -Assistant	$80-$95	per hour
2.	School Psychologist	$115-$150	per hour
3.	Resource Specialist/ Special Ed. Teacher	$90-$120	per hour
4.	Occupational Therapist		
	• Occupational Therapist	$90-$115	per hour
	• Occupational Therapist -Assistant	$75-$85	per hour
5.	Physical Therapist	$90-$115	per hour
6.	School Social Worker (SSW)	$90-$115	per hour
7.	Counselor		
	• School Counselor	$90-$120	per hour
	• Special Education/ERMHS Counselor	$90-$120	per hour
8.	Nurse		
	• Registered Nurse (RN)	$90-$120	per hour
	• School Nurse (SN)	$85-$110	per hour
	• Licensed Vocational Nurse (LVN)	$75-$85	per hour
9.	Paraprofessionals		
	• Para Educators/Teacher Aide	$45-$55	Per hour
	• Behaviour Technician/ABA	$48-$58	Per hour
	• Registered Behaviour Tech (RBT)	$55-$65	Per hour
10.	BCBA	$95-$125	Per hour
11.	General Ed Teacher (STEM)	$65-$85	Per hour

ATX Learning, 12613 Scofield Farms Dr. Austin, TX, 78727

Phone: (313) 444 7188 Fax: (512) 212-1338 www.atxlearning.com

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 19, 2026
SUBJECT: **Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Merrill F. West High School for the 2026-2027 School Year**

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connecting families, schools, and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that all children can achieve their greatest academic potential.

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at West High School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: The District shall pay $10,000 for the eight-week parent class, not to exceed $12,500. The cost of the program will be paid by District Funds (01-0709-0-1110-2495-5800-800-2732.)

RECOMMENDATION: Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and West High School for the 2026-2027 School Year.

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

SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Gary Henderson, School Principal

From: Gabriela Rios, Executive Director

Date: February 24, 2026

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and **Merrill F. West High School** agree as follows:

RECITALS

A. Scope of Services: PIQE will provide its **Family Leadership Program** to selected families in the community who have completed our Signature Family Engagement. PIQE will recruit parents by phone, provide a series of weekly training sessions, culminating in a graduation ceremony with certificates provided to parents who attend three or more sessions. The program is designed to help families gain the confidence and skills required to be inspirational advocates for their children's education. The purpose of this six-session program is for families to collaborate on a common issue, that if changed, would support student progress in their school and community.

B. Time of Class: Morning _____ **Evening** ___ ✓ 6:00pm ____

C. Type of Class: Virtual (V) _____, Hybrid (H) _____, **In-Person (P)** ___ ✓ _

In Person: Morning or Evening - PIQE will offer a class in the (morning, evening, both) starting with the Orientation and culminating with a Graduation ceremony.

D. Session Dates: **September 9, 2026 – October 21, 2026**

E. Initial Fees: The total cost of the program is **$10,000.00**

Parent Institute for Quality Education
2405 E Plaza Blvd; National City, CA 91950
Telephone: 619.420.4499
www.piqe.org

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As a reminder, a graduate parent is one who attends four or more classes during the Signature Family Engagement program. The minimum number of parents to keep the classes open is 15 for any language.

Cancellation: A class that does not have the minimum number of parents needed to keep the class open may be cancelled by mutual agreement on or before class #3; no classes can be cancelled on or after class #4, in case this happens, the school would have to pay the cost of the agreed class referred in the fee sections described above.

F. Confidentiality in Recruitment: As part of its scope of services, PIQE will request from the undersigned school a list (the "PIQE Recruitment Roster") containing the names and phone numbers of parents of current students. This List will be used by PIQE and its agents for the sole purpose of aiding PIQE's recruitment process, as detailed below. Under California Education Code Section 49073.1 and the Student Online Personal Information Protection Act, PIQE is an agent of the undersigned school during the term of this agreement and agrees to adhere to the data privacy and confidentiality obligations of the undersigned school as if it were the undersigned school itself. It will not solicit parents for any purposes other than for recruitment as described below and will only share the information contained in the List as needed with its recruiters.

G. Description of our Recruitment Process: PIQE will utilize the List to recruit potential parents to attend our classes. For English-speaking families, parents will receive text messages to inform them about our sessions, including reminders on behalf of PIQE and the school principal. For any other languages, parents will also receive a personal call. This call is done by a trained recruiter. Our recruitment team has been trained, and they follow a strict confidentiality policy that includes proper disposal of materials after the recruitment protocol is finished after 2 weeks of implementation. The school will receive a template of the information we need to successfully complete our recruitment efforts. It is critical to our joint efforts and success that the school delivers the List containing the information requested, at least 4 weeks prior to our first session.

H. Terms of Payments: The **payment is expected** to be received by check **within 30 days after our graduation ceremony date**. Please send all checks to the following address: **PIQE, Attention: Accounts Payable, 2405 E Plaza Blvd; National City CA 91950.**

Location: TBD

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School funding: _____

In addition, where the PIQE program is provided in person, the undersigned school agrees to provide childcare and refreshments to families that attend our in-person classes.

Copyright Protections: PIQE owns all products and all content in the program(s), including without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("Content"). The Content is protected by copyright laws of the United States and other countries and may not be used, copied, distributed, displayed, modified, reproduced, published, posted or reverse engineered in whole or in part without the prior written permission of PIQE. ***Initials:*** _____

I accept these services at **Merrill F. West High School** under the terms and conditions noted.

_____ 5/18/22
Gary Henderson, School Principal Date

Parent Institute Representative: _____
Gabriela Rios, Executive Director, PIQE

Parent Institute for Quality Education
2405 E Plaza Blvd; National City, CA 91950
Telephone: 619.420.4499
www.piqe.org

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TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Ed Services
DATE: May 19, 2026
SUBJECT: **Approve Overnight Travel for the 2026-2027 School Year for the West High Agriculture Staff Chaperons and Students**

BACKGROUND: CTSO Students are required to have completed Leadership development Experiences (LDE), Career Development Events (CDE) and Industry training opportunities as part of the Three Circle Model outlined by Agriculture Education Incentive Grant (AIG) and the Career Technical Education Incentive Grant (CTEIG) High-Quality Career Technical Education (CTE) Program of Activities (POA). Students and Personnel of the West High Agriculture Department and Future Farmers of America (FFA) travel yearly to numerous functions to receive training and Inservice in the areas of Leadership and Educations. Some of these traveling opportunities require a distance or length of time that require an overnight stay. Attached, on a Separate page, 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 student 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 an 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 is District Funds, Carl Perkins, Agriculture Incentive Grant, FFA Student Body Account, and Career Technical Education Incentive Grant (CTEIG).

RECOMMENDATION: Approve Overnight Travel for the 2026-27 School Year for the West High Agriculture Staff Chaperons and Students.

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

Merrill F. West Agriculture Department

1775 Lowell Avenue, Tracy, CA 95376
(209) 830-3370 Ext. 3191, 3852
mhepner@tusd.net

May 13, 2026

Dear Mr. Henderson,

Attached is a list of dates requiring overnight travel approval requests for the TUSD Calendar from the West Agriculture Program . These approvals are needed to attend California Agriculture Teachers Association (CATA) Delta Valley Sectional, Central Region, State or National FFA association and CTE events for the upcoming school year. These events provide valuable leadership, career development, and educational opportunities for our students. Please help me to attain approval for these dates. If you have any concerns or questions regarding this list, please let me know.

2026-2027 Overnight Approval Dates

Date	Number of Staff	Event
November 13, 2026	6 Staff & 0 Students	CATA Roadshow & Regional Meeting – Jamestown, CA
December 9 & 10, 2026	2 Staff & 0 Students	RAM Welding and Fabrication Professional Development
January 8, 2027 (First Choice) (or)	3 staff & 15 students	Made for Excellence/Advanced Leadership Academy FFA Conferences – Sacramento, CA
January 14 or 16, 2027	3 staff & 15 students	Made for Excellence/Advanced Leadership Academy FFA Conferences – Monterey, CA
January 20-22, 2027	1 Staff & 4 Students	Butte College Welding/Metal Fabrication Training - Butte College and Chico, CA
January 27, 2027	2 Staff & 0 Students	Cooperating Ag Teachers Conference –Sacramento, CA
February 23-26, 2027	0 Staff & 3 Students	Sacramento Leadership Conference - Sacramento, CA
March 19-24, 2027	4 Staff & 12 Students	State FFA Conference – Ontario, CA
April 30, 2027	5 Staff & 25 students	Cal Poly State FFA CDE Finals – San Luis Obispo, CA
June 1-3, 2027	6 Staff & 10 Students	Chapter Officer Retreat – Ione, CA
June 20-24, 2027	6 Staff & 0 Students	CATA Summer Conference – Cal Poly San Luis Obispo, CA
July 14-15, 2027	1 Staff & 7 Students	Change Makers Conference – California FFA Leadership training for Seniors. – Fresno, CA

Thank you for your assistance in this matter for the improvement of this department and FFA chapter.

Sincerely,

Marlene Hepner, Instructor

Cabrera Gone

June 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	**2** Officer Retreat	**3** Officer Retreat	**4** Officer Retreat	**5**	**6**
7	**8**	**9**	**10**	**11**	**12**	**13** **AgFest-** Breeding Show Haul In Tack Skill Exhibit Drop Off
14 **Ag Fest-** Breeding Show Swine Haul In	**15** **Ag Fest-** Swine Weigh In Sheep/Goat Haul In	**16** **Ag Fest- Market** Swine- 11 am Sheep Weigh In/ Tag Goat Weigh In/ Tag	**17** **Ag Fest- Showmanship** Swine- 11 am Sheep Haul In/ Tag Goat Haul In/ Tag Poultry - 6am Haul In & Breeding Show 10am	**18** **Ag Fest-** Swine Slap Branding Rabbit Haul in- 7am; Market 12 pm Showmanship 1 pm Poultry- MarketShow	**19** Ag Fest- 5pm Award Ceremony	**20** AgFest Auction
21 Fathers Day CATA- Skills & Registration Department Meeting- 2pm AgFest- Poultry Harvest	**22** CATA-	**23** CATA-	**24** CATA- Banquet	**25** CATA- Regional Meeting, Session & Skills	**26** ALL AET COMPLETED & REIMBURSEMENTS DUE!!	**27**
28	**29** Lehfeldt- Summer Meeting (BYOS) 9AM-NOON 1pm- Cocina (Optional)	**30** FINALIZE AIG PAPERWORK- 9AM-NOON				

JULY 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15 Change Makers Summit AIG APP DUE	16 Change Makers Summit	17 **State Fair Begins**	18
19	20	21	22	23	24 Dept. Chair Meeting & TTIP Lunch	25
26	27	28	29	30	31	

AUGUST 2026

Conference Registrations: GLC Registration
Fundraiser: Tri-Tip

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	27 Voluntary Class Prep Day Department Meeting?	**28** Staff BBD	**29** Teacher Pre Service	**30** Teacher Pre Service **District**	**31** Teacher Pre Service **Site**	**1**
2	**3** ERM 1st Day of School! Red Carpet Event	**4**	**5** Dept Meeting Tri- Tip Dinner Tickets Out	**6** Officer Meeting	**7**	**8**
9	**10** ERM	**11**	**12** Dept Meeting	**13** Officer Meeting	**14** Senior Class Movie Night	**15** Sectional Officer Leadership Summit (SJCOE)
16	**17** ERM Rush Week	**18** Rush Week	**19** Dept Meeting Rush Week **Back to School Night**	**20** Officer Meeting Rush Week Fall CATA Meeting- Manteca High School @ 4:30	**21** BTS Rally - (Double 2nd)	**22**
23 **30**	**24** ERM **31**	**25**	**26** Dept Meeting	**27** Officer Meeting **FFA Meeting!** **3:50 in Cafe**	**28** Tri Tip Tickets Due Tailgate **Food Sales Day?? MH- Kristi Floral PD (2)	**29**

September 2026

Get everything together for tri-tip dinner by week before
New Courses Due-
Conference Registrations: Ag Summit?
Fundraiser: Tri Tip Kid in a Box? Taylor Farm Dinner

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2 Dept Meeting	3 Officer Meeting Fall Festival Meeting @ lunch in P12	4 Upper Class- Each Class Winner Contest Senior Sunrise	5
6	7 **Labor Day- No School**	8 Dept. Chair Meeting	9 Dept Meeting **Tri Tip Drive Through**	10 Officer Meeting	11 **9/11 Ceremony** Ultimate Opening/ Closing Speaking Finals @ Lunch Opening/Closing Permission slips due	12
13	14 ERM	15	16 Dept Meeting COLC @ _____ (1 Tea & 6 Stu)	17 Officer Meeting Fall Festival Meeting @ lunch in P12 Special Olympics	18 GLC Permission slips due Special Olympics	19
20 Taylor Farms Picnic (CS)	21 ERM *Greenhand/ Chapter Degree Applications OUT*	22 CA National Delegate Training	23 Dept Meeting **Opening and Closing SJCOE at 9am (3 T & 30 S)**	24 Officer Meeting **FFA Meeting! 3:50 in Cafe**	25 **Food Sales Day???	26
27	28 ERM *MFE/ALA Permission Slips OUT* *Pumpkins First Day* CDE/LDE Week	29 GLC- Lodi *(2 T & 12 S)* CDE/LDE Week	30 Fall Festival Meeting @ Lunch in P12 CDE/LDE Week			

OCTOBER 2026

All Staff Ag Presentation National Convention: October ?? -November ??
Furry & Friends- Community Service - Tracy Animal Shelter
Conference Registrations:
Fundraiser: Pumpkin Collection

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1 **Officer Meeting** CDE/LDE Week	2 **Q1- Ends** *Minimum Day* MJC Senior Day? *AgVenture-Slips Due*	3
4	5 **No School**	6 **No School**	7 **No School**	8 **No School**	9 **No School** **Sectional Awards Due??**	10 [illegible] [illegible]
11	12 **ERM**	13 Dept. Chair Meeting Homecoming [illegible]	14 **Dept Meeting** Homecoming [illegible] **Ag Summit** **Permission slips due**	15 **Officer Meeting** Lamb/Boyd Farms AnSci(AF) [illegible]	16 Homecoming [illegible]	17
18	19 **Parent/Teacher Conferences**	20	21 **Dept Meeting** National Convention →	22 **Officer Meeting** **FFA Meeting! 3:50 in Cafe &**Monthly Activity **Advisory Meeting??** Fall Festival Meeting at lunch [illegible]	23 Fall Festival- Final Separate Committee Meeting at lunch [illegible] Monthly Activity [illegible]	24 ← National Convention **Fall Festival**
25	26 **ERM**	27	28 **Dept Meeting**	29 **Officer Meeting** North Middle School Visit (1 T- 7 Kids)	30 *Greenhand/ Chapter Degree Applications DUE to Form Link*	31 Halloween

NOVEMBER 2026

Conference Registrations: MFE/ALA
Fundraiser: See's Candy & Poinsettias

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2 ERM	3 Dept. Chair Meeting	4 Dept Meeting Delta Valley Admin Night 4 pm- West HS Lamb/ An.Sci Trip(AF)	5 Officer Meeting **FFA Meeting!** **3:50 in Cafe** Monthly Activity (Lunch) After School Activity? - 4:15	6 Monthly Activity AgVenture- Manteca *(2 T & 15 S)* [illegible]	7
8	9 ERM	10 **Degree Night** **Doors Open at @ 5:30** **& Starts @ 6 pm**	11 Dept Meeting **Veterans Day** **No School**	12 Officer Meeting Williams Middle School Visit (1 T- 7 Kids) **Construction Trades Day** *Bus-(2 T & 30 S)*	13 **CATA Roadshow-** **(6T) Chicken Ranch**	14 **CATA Roadshow-** **(6T) Chicken Ranch**
15	16 Turkey Harvest?? [illegible]	17	18 Dept Meeting	19 Officer Meeting Special Programs Night @ 6pm	20	21
22	23 **No School**	24 **No School**	25 **No School**	26 **No School** **Thanksgiving** Shelter Test (CS)	27 **No School**	28
29	30 ERM					

December 2026

Conference Registrations: State Conference
Fundraiser: Poinsettias & Panda Express
RAM 12/9 & 12/10 NAAE 12/7-12/11

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1 SF/Sequoia Floral Trip(MH)	2 **Dept Meeting** See Candy Ends	3 **Officer Meeting**	4 State FFA Scholarships Due	5 Tentative Vet Sci Local Contest
6	7 **ERM** Local Speaking Contest @ 2:30 pm	8 Dept. Chair Meeting Poinsettias Ends	9 **Dept Meeting**	10 **Officer Meeting** **FFA Meeting** Monthly Activity (Lunch) AG FEST PARENT MTG Panda Express Fundraiser	11 Monthly Activity SLE Applications Due	12 Winter Ball
13	14 **ERM** *MH Gone till 12/18*	15	16 **Dept Meeting** Finals 1 & 2	17 **Officer Meeting** Finals 3 & 4	18 Finals 5 & 6	19
20	21 **No School**	22 **No School**	23 **No School** **Christmas Eve**	24 **No School** **Christmas Day**	25 **No School**	26
27	28 **No School**	29 **No School**	30 **No School**	31		

January 2027

STAR counselor, STAR Admin, National Chapter & Website Apps Due
Conference Registrations:
Fundraiser:

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1 **No School** **New Years Day**	**2**
3	**4** **No School- Board Designated Holiday**	**5**	**6** Dept Meeting	**7** Officer Meeting	**8** MFE/ALA Sac *(2 T & 12 S)& OVERNIGHT*	**9** MFE/ALA Sac Lehfeldt- Busy
10	**11** ERM ERM- Officer Presentation Lamb Pick Up	**12** Dept. Chair Meeting Mini Retreat @ Lunch	**13** Dept Meeting Mini Retreat @ Lunch	**14** Officer Meeting Mini Retreat @ Lunch MFE/ALA- Monterey 1	**15** State Officer Applications Due Sect. Prof Due in AET- 6 pm MFE/ALA- Monterey 1	**16** MFE/ALA- Monterey 2
17 MFE/ALA- Monterey 2	**18** **No School**	**19** Goat Pick Up & Industry Tour	**20** Dept Meeting Manuscripts Due AgVenture- Stockton Butte Arch Exposure (welding)	**21** Officer Meeting **FFA Meeting!** **3:50 in Cafe** State Degree & Prof Review @ 4:30 PM Ripon Butte Arch Exposure (welding)	**22** **Freshman Fun- (double 2nd)** Butte Arch Exposure (welding)	**23** Horse Judging Practice Contest
24 / **31**	**25** ERM Swine Pick Up & Industry Tour *(2 T & 12 S)*	**26**	**27** Dept Meeting Cooperating Teachers Conference *(1 T)*	**28** Officer Meeting Cooperating Teachers Conference *(1 T)*	**29** Regional Proficiencies Due in AET @ 6pm	**30**

February 2027

2/13? - STATE Outstanding Large & Outstanding Teachers
Conference Registrations:
Fundraiser: 3D Critters & See's Candy

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1 ERM Regional Officer Apps OUT Swine Pick Up & Industry Tour *(2 T & 12 S)* [illegible]	**2** Regional Proficiency Scoring- *8am* (Manteca DO) *(1 T)*	**3** Dept Meeting Sectional Speaking Contest- East Union at *1pm (2 T & 12 S)*	**4** Officer Meeting Delta Trade Day?? *Bus-(2 T & 30 S)*	**5** State Degrees Due in AET- 6 pm	**6** Arbuckle Field Day Citrus Winter Judging Finals- Fresno
7	**8** **No School**	**9** Dept. Chair Meeting State Degree Verification Day -8am (Manteca DO) *(1 T)*	**10** Dept Meeting	**11** Officer Meeting World Ag Expo (2/9-2/11/27) *(2 T & 12 S)*	**12** State Proficiency Award Apps Due by Noon Honor Roll Assembly **Food Sales Day??	**13** Valentines Day Le Grand Field Day
14	**15** **No School** **Presidents Day**	**16** State Proficiency Scoring *(1 T)* [illegible]	**17** Dept Meeting State Proficiency Scoring *(1 T)* *Reg Man Scripts Due*	**18** Officer Meeting	**19** FFA Week Kick-Off Slam Jam Rally(Double 2nd)	**20** Chico Field Day
21	**22** ERM FFA Week	**23** **SLE** FFA Week TUSD- FFA Report	**24** Dept Meeting **SLE** FFA Week	**25** Officer Meeting **SLE** FFA Week **FFA Meeting!** **3:50 in Cafe** **Turkey Distribution?**	**26** **SLE** FFA Week Regional Officer Apps DUE Senior BBQ Kids n Critter Ends	**27** **CATA Meeting- Modesto HS**
28						

March 2027

Order STAR awards & Banquet Supplies
Conference Registrations:
Fundraiser: Easter Lilies

CAASPP Testing March 15- 25

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1 ERM	2 Dept. Chair Meeting	3 Dept Meeting	4 Officer Meeting Ag Venture - Lodi	5 Minimum Day YQCA Training Regional Speech Contest @MJC *(1 T & 3? S)*	6 UC Davis Field Day Reedley College Field Day
7	8 No School	9 No School	10 No School	11 No School Reg. Off Screening	12 No School Reg. Off Screening	13 MJC Field Day
14	15 ERM Officer Applications Out	16	17 Dept Meeting **Advisory Meeting??**	18 Officer Meeting **FFA Meeting! 3:50 in Cafe** Monthly Activity (Lunch) **Advisory Meeting??**	19 Monthly Activity State FFA Travel Day?	20 State FFA Convention - 1 T& 12 S) Overnight
21 State FFA Convention - Ontario	22 ERM State FFA Convention - Ontario *District Advisory Mtg*	23 State FFA Convention - Ontario	24 Dept Meeting State FFA Travel Day	25 Officer Meeting Spring Fest (4:30pm-6:30pm) **Food Sales Day ??	26 No School Good Friday	27
28	29 ERM No School	30 State Manuscripts Due?	31 Dept Meeting			

APRIL 2027

APRIL 1 → APRIL 17 CAASPP TESTING?? PROM??
Clovis Fd? Reedley FD?
Conference Registrations:
Fundraiser:

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1 **Officer Meeting** *Chapter Degree Applications OUT* Villa STEM Night (6pm- 7pm?)	**2** North Elementary School & Monte Vista middle School Visit	**3** **PROM** **Merced Field Day**
4	**5** **ERM**	**6** Officer Applications Due	**7** **Dept Meeting** AgVenture- Tracy *(2 T & 12 S)* Lehfeldt- Gone	**8** **Officer Meeting** Officer Interviews Evening w/ Industry @ Delta College	**9**	**10** **Regional FFA Meeting- Central Valley HS**
11	**12** **ERM**	**13** Department Chair Meeting	**14** **Dept Meeting**	**15** **Officer Meeting** **FFA Meeting!** **OFFICER ELECTIONS** Monthly Activity (Lunch) State LDE Speaking Finals	**16** Monthly Activity	**17** **Fresno Field Day**
18	**19** **ERM**	**20** **Multicultural Week**	**21** **Dept Meeting** **Multicultural Week**	**22** **Officer Meeting** Multicultural Week Meat Bird Pick Up Advisory Meeting?	**23** **Multicultural Rally (Double 2nd)**	**24** West Plant Sale
25	**26** **ERM** Regional Awards Night- Modesto HS (a) 6pm	**27** Sectional Meetings at EU. Interviews: 2:30 pm Meeting 4:30 *(1 T & 6 S)* TUSD- FFA Report	**28** **Dept Meeting**	**29** *Chapter Degree Applications DUE*	**30** Cal Poly (4 T & 16 S) OVERNIGHT!	

May 2027

AP Testing May 3- May 14
Conference Registrations:
Fundraiser:
Grad Night?

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				;		1 Cal Poly
2 80	3 ERM	4	5 Dept Meeting	6 Officer Meeting Banquet	7 Senior Breakfast (Per 1 &2) American Degrees Due in AET by 5pm	8
9 Mothers Day	10 ERM	11 Point Award Trip? (6 T & 60 S)	12 Dept Meeting	13 Officer Meeting	14 Senior Sunset (7pm-8:30 pm)	15
16	17 ERM Yearbook Distribution Clearance Cards Out	18 Point Award Trip? (6 T & 60 S)	19 Dept Meeting	20 Officer Meeting FFA Meeting Monthly Activity Panda Express Fundraiser	21 Monthly Activity Senior Grades/Cards Due Senior Beach Day!	22
23 30	24 ERM Memorial Day 31	25 Finals 1 & 2	26 Dept Meeting Finals 3 & 4	27 Officer Meeting Finals 5 & 6 Last Day of School Grad Practice & Graduation	28 NO SCHOOL VOLUNTARY PREP DAY	29

June 2027 - TENTATIVE

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1 Officer Retreat	2 Officer Retreat	3 Officer Retreat	4	5 **AgFest-** Haul In Tack Skill Exhibit Drop Off
6 **Ag Fest-** Swine Haul In	7 **Ag Fest-** Swine Weigh In Sheep Goat Haul In	8 **Ag Fest- Market** Swine- 11 am Sheep-8 am CHECK Goat-10 am CHECK	9 **Ag Fest- Showmanship** Swine- 11 am Sheep-8 am CHECK Goat-10 am CHECK Poultry- 6am Haul In & Breeding Show 10am	10 **Ag Fest-** Swine Slap Branding Rabbit Haul in- 7am; Market 12 pm Showmanship 1 pm	11 **Ag Fest-** **5pm Award Ceremony**	12 **AgFest Auction**
13 Fathers Day	14	15	16	17	18	19
20 CATA Skills & Registration	21 CATA	22 CATA	23 CATA -Banquet	24 CATA- Regional Meeting, Session g & Skills	25 CATA	26
27	28 FINALIZE AIG PAPERWORK- 9AM-NOON	29 FINALIZE AIG PAPERWORK- 9AM-NOON	30 FINALIZE AIG PAPERWORK- 9AM-NOON			

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 19, 2026
SUBJECT: **Ratify Agreement for Special Contract Services with Sarah McGuire for the West High School Drama Program for the 2025-2026 School Year**

BACKGROUND: The West High School Drama Program seeks to elevate the Drama Department through additional support, helping student performance, showcasing artistry at the highest level while nurturing our students to inspire hope, foster connection for the 2025-2026 School Year.

RATIONALE: The West High School Drama Program seeks additional educational support with Drama Performances. Sarah McGuire provides professional development opportunities that offer performance training in Theatre and Technical Theatre. 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 of services will be a total of $1,000.00. This will be paid for by Prop 28 Funding Source.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Sarah McGuire for the West High School Drama Program for the 2025-2026 School Year.

Prepared by: Gary Henderson, Principal, Merrill F. West High 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 Sarah McGuire, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide professional development and coaching to WHS Drama Department to include: Provide clear guidance and support with production preparation, assist with auditions process, provide teacher content professional development, provide director guidance and professional development.

   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 90 days ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location West High, 1775 W. Lowell Ave..

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

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

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

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

4. The terms of the agreement shall commence on October 1, 2025, and shall terminate on December 31, 2025.

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, Bond Cashmere, at (209) 830-3370 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Sarah McGuire

Contractor Signature — Title

Sarah McGuire

IRS Identification Number

CEO

Title

Music Director- Elf The Musical

Address

17151 Bowling Court

Lathrop, CA 95330

Tracy Unified School District

4/15/26

Date

Account Number to be Charged

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 18th, 2026
SUBJECT: **Approve Agreement with San Joaquin County Office of Education for the Artist in Schools Program at Art Freiler School for the 2025-26 School Year**

BACKGROUND: The Artist-in-Schools Program is provided by the San Joaquin County Office of Education; the program will provide several artists who will work with student's 1st through 6th grade for six sessions for six weeks. 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: The cost, not to exceed $2,736.00, will be paid from Prop 28 funds.

RECOMMENDATION: Approve Agreement with San Joaquin County Office of Education for the Artist-in-Schools Program and Art Freiler School for the 2025-26 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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 visit classrooms and provide lessons in art education. 6 classrooms and 6-week sessions.

   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 thirty six (36) DAYS, under the terms of this agreement at the following location Art Freiler School.

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

   a. District shall pay $2,736.00 per FLAT RATE, not to exceed a total of $2,736.00. 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 04/10/2026, and shall terminate on 05/01/2026.

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, Dr. Zachary Boswell, at 209-830-3202 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:

Sandra Wendell
Contractor Signature 05/18/2026

Artists in Schools Program Manager
Title

Business Services Review Yes

Tracy Unified School District

Date

Prop 28
Funding Source

Freiler School
Site/Department:

Date Approved by the Board

Rev. 10.28.15

MEMORANDUM OF UNDERSTANDING
(Art Freiler School/Mario)

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

I. CONSULTANT AND/OR SERVICE DEFINED

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

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

II. TERM OF AGREEMENT

Services by SJCOE will begin: **April 10, 2026, and will continue on the following dates. See quote.**

Number of classes: **6 Classrooms, 6-week sessions**

Staff Contact at site: **Mahina McCamey, 209-830-3309, mmccamey@tusd.net**

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

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

III. COMPENSATION

In consideration of the services provided, **Art Freiler School** will pay SJCOE the sum of **$2,736.00.**

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

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

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

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

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

V. EXTENSION OF TERM

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

Maureen Ridley

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

04/21/2025
Date

04/09/2025

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

Warren Sun 04/21/2025

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 18, 2025
SUBJECT: **Approve Agreement for Contract Services between 360 Degree Customer Inc. and Tracy Charter School for the 2026-27 School Year**

BACKGROUND: 360 Degree Customer Inc. is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide extensive social emotional counseling, behavior services, and support for diverse students. The services provide mentorship, behavior support, and positive development of social skills, as well as restorative practices.

RATIONALE: 360 Degree Customer Inc. is a company who is a leader in their field. They have bilingual and diverse mental health specialists who represent our student population and have proven success impacting student behaviors. They will provide 2 intervention specialists, 6 hours daily for the 2026-27 school year. There is no cap on the number of students they can provide service. They will provide academic and SEL services that include mentorship and academic support. They will work with students who are failing academically and need additional support in the classroom.

This aligns with Strategic Goal #2 of our SPSA to provide a safe and equitable learning environment for all students and staff through the development of a culture based on positive and supportive relationships.

FUNDING: 360 Degree Customer Inc. will be paid $179,280, funded through the Learning Recovery Grant and Title 1 funds.

RECOMMENDATION: Approve Agreement for Contract Services between 360 Degree Customer Inc. and Tracy Charter School for the 2026-27 School Year.

PREPARED BY: Annabelle Lee, Principal, Tracy Charter 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 360 Degree Customer Inc., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:

   Provide 2 intervention specialists to assist and support students. The specialists will provide 6 hours of services per day. Interventionists will work with students in both in person and on-line, assisting them with class work. Services will not be limited to a specific number of students as long as the caseload is within the capacity of the Intervention Specialist.

   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 hundred sixty six (166) DAYS, under the terms of this agreement at the following location Tracy Charter School, 1904 N. Corral Hollow Rd, Tracy- 95377

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

   a. District shall pay $ 90.00 per HOUR, not to exceed a total of $179,280.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 08/17/2026, and shall terminate on 05/21/2027.

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

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

7. Contractor shall contact the District's designee, Annabelle Lee, at 209-830-3380 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:

Gulneesh
Contractor Signature 05/19/2026

Director
Title

Business Services Review Yes

Tracy Unified School District

Date

09-7435-0-1110-1000-5800-520-6904
Funding Source

Tracy Charter
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 19, 2026
SUBJECT: **Approve Agreement for Contract Services with Imagine Learning, Inc. to provide On-line Curriculum Licenses to the Tracy Charter School for Kindergarten – 12th Grade for the 2026-2027 School Year**

BACKGROUND: On December 19, 2019, the Board of Trustees approved a petition for the establishment of the Tracy Independent Study Charter School. In response to AB 130 and in response to community demand, Tracy Charter School was expanded into a K-12 school in 2021. Imagine Learning-Edgenuity, was adopted at this time as an online curriculum component for K-12 students. It was determined by the teaching staff and administration that a more robust K-5 online curriculum is needed for K-5 students at Tracy Charter School. Genius K-5, through Edgenuity, was adopted in Jan 2022 and is the most comprehensive K-5 curriculum offered by Edgenuity. The courses include math, language arts, science, music, and art. It is a full curriculum that can be modified by the teacher. Edgenuity/Genius K-5 provides both teachers and administrators with the ability to provide differentiated and engaging curriculum and strong progress monitoring tools to improve student learning.

RATIONALE: This program allows our students greater access to standards-based instruction and allows our teachers to better assess student progress toward district goals. Both platforms provide resources to help schools meet the needs of all students, including those who are English Learners, have IEPs or 504 plans, or those who require special accommodations or modifications. We have a current agreement with Imagine Learning for grades K-12, and we have found this to be a successful program.

FUNDING: Tracy Independent Study Charter School Licenses will be paid out of the Charter School funds, not to exceed $120,000 for access through June 30, 2027.

RECOMMENDATION: Approve Agreement for Contract Services with Imagine Learning to provide On-line Curriculum Licenses to the Tracy Charter School for Kindergarten – 12th Grade for the 2026-2027 School Year.

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

imagine learning

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	3/30/2026
Quote No.	Q-242955
Acct. No.	12214869
Total	27,990.00
Pricing Expires	11/30/2026

Tracy Joint Unified School District
1875 West Lowell Avenue
Tracy CA 95376
United States

Payment Term	Contract Start	Contract End
Net 30	7/1/2026	6/30/2027

Site	Description	End Date	Qty	Per Unit	Amount
Tracy Unified School District					
	IS Elementary Course All Workbooks (non-refundable, 4 core courses)	06/30/2027	110	100.00	11,000.00
	Edgenuity Exceptional Students Course Suite Per Student (14 day drop/add period)	06/30/2027	20	250.00	5,000.00
	eDynamic Electives Per Enrollment Per Sem (14 day drop/add grace period)	06/30/2027	100	100.00	10,000.00
	IS Elementary Course Workbook (non-refundable, one semester)	06/30/2027	40	25.00	1,000.00

Subtotal	27,000.00
Tax Total	990.00
Total	27,990.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Terms and Conditions of Company Services ("Terms and Conditions"). These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential and may not be shared with third parties without Imagine Learning's written consent.

Please note that the paper used in our products and the paper and components included in our science and math kits are sourced from suppliers that may become subject to tariffs. While we are actively managing our supply chain to minimize the effect of any tariffs that may be imposed, we reserve the right to apply a tariff surcharge to offset increased costs if necessary. We will provide thirty (30) days advance notice regarding the imposition of any such surcharges.

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Tracy Joint Unified School District

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Jesse Tafolla
Account Executive - California
jesse.tafolla@imaginelearning.com
imaginethefutureoflearning.com
(530) 760-7043

imagine learning

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	3/28/2026
Quote No.	Q-216155
Acct. No.	12214869
Total	67,700.00
Pricing Expires	06/13/2026

Tracy Joint Unified School District
1875 West Lowell Avenue
Tracy CA 95376
United States

Billing details: The district will commit to a specific license quantity to start (Genius K-5 Buzz = 110 & Grades 6+ = 15) and we'll debit billings against that amount. Once the initial purchase of semester licenses have been exhausted, we will invoice based on actual usage (grades k-5=$445 per semester license & grades 6+ $850 per reusable license). The K-5 semester license charge is for up to 6 courses per student in an 18 week use period of time within the contract dates (nonreusable). The grades 6-12 I.S. license is for 1 active course enrollment per student within a 12 month contract (reusable).
This allows flexibility for students to enroll at different times throughout the contract dates.

Payment Term	Contract Start	Contract End
Net 30	7/1/2026	6/30/2027

Site	Description	Comments	End Date	Qty	Per Unit	Amount
Tracy Unified School District						
	IS FT Stud. Elem License (18 wks/6 courses, 14 day drop/add, $100 wrbks ea.)	K-5	06/30/2027	110	425.00	46,750.00
	Integration Genius per Student per Semester	K-5	06/30/2027	110	20.00	2,200.00
	IS 12-Month Single Course Reusable Enrollment	6+	06/30/2027	15	850.00	12,750.00
Tracy Independent Study Charter School						
	PL - CW/Supp/SS Virtual Package Comprehensive		06/30/2027	1	6,000.00	6,000.00

Subtotal	67,700.00
Tax Total	0.00
Total	67,700.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Terms and Conditions of Company Services ("Terms and Conditions"). These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential and may not be shared with third parties without Imagine Learning's written consent.

Please note that the paper used in our products and the paper and components included in our science and math kits are sourced from suppliers that may become subject to tariffs. While we are actively managing our supply chain to minimize the effect of any tariffs that may be imposed, we reserve the right to apply a tariff surcharge to offset increased costs if necessary. We will provide thirty (30) days advance notice regarding the imposition of any such surcharges.

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Tracy Joint Unified School District

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Jesse Tafolla
Account Executive - California
jesse.tafolla@imaginelearning.com
imaginethefutureoflearning.com
(530) 760-7043

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 1, 2026
SUBJECT: **Approve Agreement With Age of Learning for Expanded Learning Program**

BACKGROUND: Age of Learning is a research-based educational technology provider that offers adaptive digital learning programs designed to support literacy and mathematics development for students in grades TK–8. Through platforms such as Age of Learning programs provide personalized instruction that adjusts to each student's skill level, allowing students to practice foundational reading and math skills at their own pace. The programs include engaging, standards-aligned lessons, assessments, and progress-monitoring tools that support both intervention and enrichment opportunities.

The Expanded Learning Opportunities Program (ELOP) seeks to provide high-quality academic support beyond the regular school day. The acquisition of Age of Learning reading and math licenses will expand access to targeted learning opportunities for participating students and provide additional resources to reinforce classroom instruction.

RATIONALE: Age of Learning reading and math licenses will provide students participating in Expanded Learning programs with access to personalized, standards-aligned academic support in both literacy and mathematics. The licenses will support district efforts to improve student achievement by providing engaging learning experiences during after-school, intersession, and summer programming. Additionally, the platform's reporting and progress-monitoring features will enable staff to track student participation and growth, ensuring that Expanded Learning programs continue to deliver meaningful academic outcomes while complementing instruction occurring during the regular school day.

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

FUNDING: All expenses will be funded by the ELO-P Grant. The Agreement with Age of Learning shall not exceed $49,640.00.

RECOMMENDATION: Approve Agreement With Age of Learning for Expanded Learning Program.

Prepared by: Rocio Garcia, Director of Expanded Learning and School Readiness.

Age of Learning®

Creators of ABCmouse

101 N. Brand Blvd, Suite 700, Glendale, CA 91203
school.orders@aofl.com

QUOTE #: **Q-06299** *Valid until: 7/3/2026*
CONFIDENTIAL | *Prepared by: Lisa Padilla*

Learning Kids Love!



My Math Academy®



My Reading Academy®



My Reading Academy ESPAÑOL

Quote Submitted to:
Rocio Garcia
Tracy Unified School District
Tracy, California
Proposal Date: 6/3/2026

Submitted by:
Lisa Padilla
Account Executive
lisa.padilla@aofl.com

Age of Learning®

101 N. Brand Blvd, Suite 700, Glendale, CA 91203 | *Submit PO & Quote to:* **school.orders@aofl.com**
UPDATE OUR VENDOR ADDRESS: we are now SUITE 700

QUOTE #: **Q-06299** *Valid until: 7/3/2026*
CONFIDENTIAL | *Prepared by: Lisa Padilla (lisa.padilla@aofl.com)*

Prepared For:
Rocio Garcia
rgarcia@tusd.net
Tracy Unified School District
1875 W Lowell Ave
Tracy California 95376

Bill To:
Tracy Unified School District
1875 W Lowell Ave
Tracy California 95376

Payment Terms: Net 30

Subscription Term: 12 Months (8/1/2026 - 7/31/2027)

Item #	Product Name	Up To Qty	Unit	List Unit Price	Net Unit Price	List Total	Total*
MMA	My Math Academy Student License	760	Student	$45.00	$32.00	$34,200.00	$24,320.00
MRA	My Reading Academy Student License	760	Student	$45.00	$32.00	$34,200.00	$24,320.00
PD-W	Professional Learning Webinar	2	Each	$500.00	$500.00	$1,000.00	$1,000.00
	Total					$69,400.00	**$49,640.00**

**Prices shown above do not include any taxes that may apply.*

Item #	Product Description
MMA	My Math Academy Annual Student License includes educator access to self-guided virtual professional learning courses, product implementation/configuration and ongoing technical product support.
MRA	My Reading Academy Annual Student License includes educator access to self-guided virtual professional learning courses, product implementation/configuration and ongoing technical product support.
PD-W	Professional Learning Webinar: One live virtual session (up to 2 hours) for up to 40 participants

The subscription(s) and/or services on this quote are inclusive of any costs and fees for participation by invitation in certain customer events sponsored by Age of Learning including, but not limited to, roundtables, lectures, panel discussions, and Leadership Forums (including meals, where applicable) for the purposes of implementation planning and engagement, customer feedback, professional development, and related activities and events. Services on this quote will expire with the named term or one year from purchase.

PLACING AN ORDER: To place an order with Age of Learning, Inc. for the services during the Subscription Term as described in this quote, send email to **school.orders@aofl.com,** copy your account partner, Lisa Padilla (**lisa.padilla@aofl.com**) and include the following items:

1. this quote,
2. your purchase order, and
3. your tax exemption certificate (or add tax to your purchase order).

If a Data Privacy Agreement is required and has not yet been provided, please forward your required agreement to your account partner. This quote is valid through 7/3/2026; if you have not returned this quote to Age of Learning, Inc. by such date, please contact your account partner for a revised quote.

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Age of Learning®

101 N. Brand Blvd, Suite 700, Glendale, CA 91203 | *Submit PO & Quote to*: **school.orders@aofl.com**
UPDATE OUR VENDOR ADDRESS: we are now SUITE 700

QUOTE #: **Q-06299** *Valid until: 7/3/2026*
CONFIDENTIAL | *Prepared by: Lisa Padilla (lisa.padilla@aofl.com)*

TERMS AND CONDITIONS: https://educate.aofl.com/cdn/pdf/terms_and_conditions.pdf
The Terms and Conditions linked above are applicable to the services described in this quote. By providing Age of Learning, Inc. with a purchase order for the services specified in this quote, or signing this quote below, you represent that you have read, understand, and agree:

1. to the terms of this quote,
2. to the Terms and Conditions linked above, and
3. that you are authorized on behalf of **Tracy Unified School District** to agree to the Terms and Conditions.

TM & © 2026 Age of Learning, Inc. All rights reserved. The names of other companies, products, and services are the property of their respective owners. *202406*

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

1. Contractor shall perform the following duties:

   Provide My Math and My Reading Academy licensing for up to 760 students in the Expanded Learning Programs. Professional Learning webinar for Expanded Learning Program staff.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of see quote attached N/A , under the terms of this agreement at the following location Expanded Learning Program Sites .

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

   a. District shall pay $49,640.00 per FLAT RATE , not to exceed a total of $49,640.00 . 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 08/01/2026, and shall terminate on 07/31/2027.

5. This agreement may be terminated at any time during the term by either party upon 60 days' written notice of termination delivered by certified mail, return receipt requested.

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

7. Contractor shall contact the District's designee, Rocio Garcia, at 209-830-3294 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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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:

Signed by:
5D970C1F98134DF...
Contractor Signature

Lisa Padilla
Title

Business Services Review

Tracy Unified School District

Date

ELOP
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 20, 2026
SUBJECT: **Approve Agreement for Contract Services Between SJCOE Math Department and Central School for the 2026-2027 School Year**

BACKGROUND: Central School is partnering with the San Joaquin County Office of Education (SJCOE) Math Department to provide professional development throughout the 2026–2027 school year. SJCOE's team of math specialists will provide research-based, standards-aligned instructional support grounded in the Common Core State Standards for Mathematics and framework. Together, Central and SJCOE will focus on student-centered strategies, math content development, and pedagogical training tailored to the needs of Central's staff and students. This collaboration supports Central's instructional goals and aligns with the school's Single Plan for Student Achievement (SPSA).

RATIONALE: This professional learning will consist of eight full days of professional development and in-class coaching support. This aligns with Strategic Goals #1 of our SPSA to prepare all students for college and career readiness.

FUNDING: The cost, not to exceed $16,800.00, will be paid through Title 1 funds.

RECOMMENDATION: Approve Agreement for Contract Services Between SJCOE Math Department and Central School for the 2026-2027 School Year.

Prepared by: Mrs. April Jacobs, Central School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and SJCOE Math Department, 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 Math professional learning for the 2026-2027 school year. Professional Learning will consist of 4 full days of professional development and four full days of in-class support.

   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 eight (8) DAYS, under the terms of this agreement at the following location Central School.

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

   a. District shall pay $16,800.00 per FLAT RATE, not to exceed a total of $16,800.00. 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 05/27/2027.

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

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

7. Contractor shall contact the District's designee, April Jacobs, at 209-830-3303 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

_____	_____
Contractor Signature	Tracy Unified School District
_____	_____
Title	Date
Business Services Review Yes	_____ _____
	Funding Source
	Central Elementary
	Site/Department:
	_____
	Date Approved by the Board

Rev. 10.28.15

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

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

MEMORANDUM OF UNDERSTANDING

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
and
CENTRAL ELEMENTARY SCHOOL

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Central Elementary School, hereinafter referred to as "Central," is to provide professional learning for the 2026-2027 school year focused on providing Math Professional Learning.

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

I. SCOPE OF WORK
   a. SJCOE Math Department will provide the following services:

Specific Days and Times:

Date(s)	Location(s)	Topic	# of PD Days	Total Cost
September 9, 2026 September 24, 2026	Central	1 PD day @ $2,700 per day 1 In Class Day @ $1,500 per day	2	$4,200
October 12, 2026 October 14, 2026	Central	1 PD day @ $2,700 per day 1 In Class Day @ $1,500 per day	2	$4,200
February 17, 2027 March 30, 2027	Central	1 PD day @ $2,700 per day 1 In Class Day @ $1,500 per day	2	$4,200
April 6, 2027 April 7, 2027	Central	1 PD day @ $2,700 per day 1 In Class Day @ $1,500 per day	2	$4,200
Total Cost				**$16,800.00**

II. TERMS OF AGREEMENT
   a. This agreement will be in effect from September 9, 2026 – June 30, 2027.

III. COMPENSATION
   a. Professional learning costs (which include preparation, travel, and materials).
      i. Central will pay SJCOE in the amount of $16,800.00 within thirty (30) days of receipt of the invoice from SJCOE.

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

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

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

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

a. SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as employee of Central. Central agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents, and employees of SJCOE against any and all claims, which may result from this agreement.

b. San Joaquin County Office of Education agrees to make no claim against Central for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that SJCOE is not entitled to any such benefits.

Is the proposed CONTRACTOR/CONSULTANT an employee of the SJCOE?	•Yes	•No
Have you or any of your employees previously been employed by the SJCOE?	•Yes	•No
Are you or any of your employees a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) member? If yes, which system? (CalPERS) (CalSTRS)	•Yes	•No
Are you, any of your employees or sub-contractors a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) retiree? If yes, which system? (CalPERS) (CalSTRS)	•Yes	•No

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

VI. SIGNATURES OF AUTHORIZED REPRESENTATIVES

SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Katie Wipfli

Katie Wipfli, Division Director of STEM, WD&I

05/06/2026

Date

CENTRAL ELEMENTARY SCHOOL

Tania Salinas, Associate Superintendent of Business Services

Date

Anthony Flores

Anthony Flores, Div. Director of Operations

05/06/2026

Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 20, 2026
SUBJECT: **Approve Agreement for Special Contract Services with San Joaquin County Office of Education for StarLab at Central School for the 2026 - 2027 School Year**

BACKGROUND: StarLab is a portable planetarium system provided through the San Joaquin County Office of Education. It is designed to bring immersive, hands-on science instruction directly to students, presented by our Central Staff. The program allows students to experience standards-aligned lessons in astronomy, earth science, and cultural studies inside an inflatable dome equipped with a digital projector. By simulating the night sky and other scientific environments, StarLab creates opportunities for exploration and engagement that cannot be replicated in the classroom alone.

RATIONALE: Hosting StarLab at Central School supports our mission to provide engaging, inquiry-based science experiences for all students. The immersive environment promotes curiosity and deepens student understanding of core science concepts, particularly in astronomy and earth systems. It also aligns with Next Generation Science Standards (NGSS) by encouraging observation, questioning, and critical thinking. Bringing this program to our campus ensures equitable access for all students, especially those who may not otherwise have the opportunity to visit a planetarium.

FUNDING: These contracts are to be paid with Title 1 Funding. The Central School contract will not exceed $650.00 to be paid from Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Office of Education for StarLab at Central School for the 2026 – 2027 School Year.

Prepared by: April Jacobs, Principal, Central 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 StarLab, 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:

   SJCOE provides the StarLab Equipment that Central School rents. There is a required New StarLab training for up to 4 school personnel as a prerequisite to rental confirmation. Only our trained teachers will provide an in-house field trip to the library where students enter the StarLab and engage in the lessons with the trained teacher. Our confirmed dates for the StarLab are 12/7/26 - 12/11/26.

   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 seven (7) DAYS , under the terms of this agreement at the following location Central School .

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

   a. District shall pay $500.00 per FLAT RATE , not to exceed a total of $650.00. 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 12/04/2026, and shall terminate on 12/14/2026.

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, April Jacobs, at 209-830-3303 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature	Tracy Unified School District
Title	Date
Business Services Review Yes	Funding Source
	Central Elementary Site/Department:
	Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: April 3, 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 Assistant Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

   Provides several artist to visit classrooms and provide lessons in art education. Each classroom will receive 8 art lesson sessions through the 26/27 school 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 forty (40) DAYS, under the terms of this agreement at the following location Louis 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 FLAT RATE, not to exceed a total of $4,692.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 08/10/2026, and shall terminate on 05/28/2027.

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

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

7. Contractor shall contact the District's designee, Dr. Zachary Boswell, at 209-830-3202 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 05/28/2026

Manager Artists in Schools
Title

Business Services Review Yes

Tracy Unified School District

Date

Prop 28
Funding Source

Bohn Elementary
Site/Department:

Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 19, 2026
SUBJECT: **Ratify Agreement for Contract Services between 360 Degree Customer Inc. for a Behaviorist for Summer School June 5, 2026 – July 3, 2026**

BACKGROUND: 360 Degree Customer Inc. is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide extensive social emotional counseling, behavior services, and assessments for diverse students.

RATIONALE: 360 Degree Customer Inc. is a company who is a leader in their field. They have bilingual and diverse mental health specialists who represent our student population and have proven success impacting student behaviors. They will provide one full-time Behaviorist, for a total of 6 hours daily beginning June 5, 2026. There is no cap on the number of students they can serve. They will respond to behavior situations that arise on campus. Services will not be limited to a specific number of students as long as the caseload is within the capacity of the Behaviorist. This request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: 360 Degree Customer Inc. will be paid $90.00 per hour, for 6 hours per day, for 19 days at a cost of $10,260.00. This will be funded through LCAP, resource 0709.

RECOMMENDATION: Ratify Agreement for Contract Services between 360 Degree Customer Inc. for a Behaviorist for Summer School June 5, 2026 – July 2, 2026.

Prepared by: Mr. Gary Henderson, Principal, Merrill F. West High 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 360 Degree Customer 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:

   One full time Behaviorist for Summer School. This therapist would be providing group therapy services that include running grief and loss groups, addiction groups, anxiety, and social anxiety group, and boys groups. Our therapists would also be working with students who are falling academically, providing trauma counseling to English language learners, and working with identified students who are in need of help with institution. Services will not be limited to a specific number of students as the caseload is within the capacity of the therapist.

   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 7 hours per day (180) HOURS, under the terms of this agreement at the following location Merrill F. 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 $90.00 per HOUR, not to exceed a total of $113,400.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 08/03/2026, and shall terminate on 05/27/2027.

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

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

7. Contractor shall contact the District's designee, Bond Cashmere , at 209-830-3370 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:

Gulneesh
Contractor Signature 06/01/2026

Director
Title

Business Services Review Yes

Tracy Unified School District

Date

LCAP, resource 0709
Funding Source

West High
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 19, 2026
SUBJECT: **Approve Agreement with the Boys and Girls Club at WHS for the 2026-2027 School Year**

BACKGROUND: West High School began the partnership with the Boys and Girls Club Program on campus in 2022-2023 School Year. Having a Boys & Girls Club on a high school campus. It enriches and empowers our youth through programs and activities. To ensure each student reaches their full potential as healthy, productive adults. To engage young people in activities to learn powerful life skills and introduce them to new experiences.

RATIONALE: The Boys and Girls Program at West High School will provide students, an alternative program to acclimate positively to all students on campus. It offers a safe, supervised environment after school, reducing risky behavior. Provides students with academic support like tutoring and college prep. Students can develop leadership, life skills, and build strong peer relationships. The club also connects teens with resources such as food, mental health support, and career training. Overall, it helps students succeed both in and out of the classroom. The goal of the program is to support students in their 9th grade year and to stay in a Comprehensive High School setting and transition to a fully integrated master schedule over time. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or 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: There is no cost to TUSD.

RECOMMENDATION: Approve Agreement with the Boys and Girls Club at WHS for the 2026-2027 School Year.

PREPARED BY: Mr. Gary Henderson, Principal of Merrill F. West High School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties:

   To Enrich and Empower our youth through programs and activities. To ensure each student to reach their full potential as healthy, productive adults. To engage young people in activities to learn powerful life skills and introduce them to new experiences.

   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 210 (210) DAYS, under the terms of this agreement at the following location Merrill F. 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 $0.00 per FLAT RATE, not to exceed a total of $0.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 08/03/2026, and shall terminate on 05/27/2027.

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

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

7. Contractor shall contact the District's designee, Gary Henderson, at 209-830-3370 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

Tracy Unified School District

Title

Date

Business Services Review Yes

No Charge to TUSD
Funding Source

West High
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 19, 2026
SUBJECT: **Approve Agreement with SJCOE for the CARE Program at West High School for the 2026-2027 School Year**

BACKGROUND: During the 2023-2024 school year, West High School began the CARE Program facilitated by the San Joaquin County Office of Education. This program supports identified 9th grade students with an alternative program to assist in positively acclimating to High School. The program is aimed at 8th grade students that are socially promoted, have attendance challenges, or need extra support bridging to high school. Presently, 28% of 9th grade students are credit deficient (134 students), and .008% of 9th grade students have earned no credits at all (4 students). This program will address the needs of students who have been socially promoted to 9th grade and ensure that they have a successful transition to high school so that they earn all their credits in their freshman year and break the cycle of academic failure.

Community Active Response to Education (CARE) is A joint educational program between the San Joaquin County Office of Education and local School Districts. Students are dually enrolled with the School District and SJCOE. Students learn in a community classroom on a traditional school campus with the goal of supporting students who were not successful academically in prior school years. Most of the instruction in core academic courses will occur in one classroom with the CARE teacher, and students will push out to take their PE elective.

RATIONALE: The approved CARE Program at West High School will provide up to 22 selected students, an alternative program to acclimate positively to 9th grade. The goal of the program is to support students in their 9th grade year and to stay in a Comprehensive High School setting and transition to a fully integrated master schedule over time.

CARE Program Description:

- The program is for 22 (max) 9th graders and will be facilitated by the county.
- Students would be enrolled in a full 6-period day to include one County teacher to support core content subjects, and an elective or PE provided by TUSD teachers.

- Teachers use school adopted curriculum
- Student progress tracking all 4 years
- Eligible for summer school all 4 years of high school
- Staff from both CARE and high school will support students
- Individual support and instruction
- Tutoring opportunities
- Increased parent-teacher communication
- Teacher gets to know the student's learning gaps
- Parents can discuss core instruction with 1 teacher
- Field trips and activities
- Built in SEL curriculum

This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or 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 CARE Program will be funded by San Joaquin County of Education and will be of no cost to TUSD.

RECOMMENDATION: Approve Agreement with SJCOE for the CARE Program at West High School for the 2026-2027 School Year.

PREPARED BY: Mr.Gary Henderson, Principal of Merrill F. West High 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 CARE Program SJCOE, 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: This program supports identified 9th grade students with an alternative program to assist in positively acclimating to High School for the 2026 2027.

   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 2026 2027 (X) [ ] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location Merrill F. West High, P 24.

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

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

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

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

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

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

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

7. Contractor shall contact the District's designee, Gary Henderson, at (209) 830 3370 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:

Anthony Flores
Contractor Signature — Title

IRS Identification Number

Division Director
Title

PO Box 213030
Address

Stockton, CA 95213 9030

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 19, 2026
SUBJECT: **Approve Agreement for Contract Services with 360 Degree Customer Inc. for a Behaviorist at Merrill F. West High School for the 2026-2027 School Year**

BACKGROUND: 360 Degree Customer Inc. is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide extensive social emotional counseling, behavior services, and assessments for diverse students.

RATIONALE: 360 Degree Customer Inc. is a company who is a leader in their field. They have bilingual and diverse Behaviorist who represent our student population and have proven success impacting student behaviors. They will provide one full-time Behavioral Specialist, for a total of 8 hours daily beginning August 3, 2026. There is no cap on the number of students they can serve. They will respond to behavior situations that arise on campus. Services will not be limited to a specific number of students if the caseload is within the capacity of the Behaviorist. This request supports District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student's goals.

FUNDING: 360 Degree Customer Inc. will be paid $90.00 per hour, for 7 hours per day, for 180 days at a cost of $113,400.00. This will be funded through LCAP, resource 0709.

RECOMMENDATION: Approve Agreement for Contract Services with 360 Degree Customer Inc. for a Behaviorist at Merrill F. West High School for the 2026-2027 School Year.

Prepared by: Mr. Gary Henderson, Principal, Merrill F. West High 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 360 Degree Customer 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:

   One full time Behaviorist for Summer School. This therapist would be providing group therapy services that include running grief and loss groups, addiction groups, anxiety, and social anxiety group, and boys groups. Our therapists would also be working with students who are falling academically, providing trauma counseling to English language learners, and working with identified students who are in need of help with institution. Services will not be limited to a specific number of students as the caseload is within the capacity of the therapist.

   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 7 hours per day (180) HOURS, under the terms of this agreement at the following location Merrill F. 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 $90.00 per HOUR, not to exceed a total of $113,400.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 08/03/2026, and shall terminate on 05/27/2027.

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

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

7. Contractor shall contact the District's designee, Bond Cashmere, at 209-830-3370 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:

Gulneesh
Contractor Signature 06/01/2026

Director
Title

Business Services Review Yes

Tracy Unified School District

Date

LCAP, resource 0709
Funding Source

West High
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 19, 2026
SUBJECT: **Approve Agreement for Contract Services with Valley Community Counseling Services for a Behavioralist at Merrill F. West High School for the 2026-2027 School Year**

BACKGROUND: Valley Community Counseling Services (VCCS) is a private, non-profit corporation providing a variety of counseling, therapy, educational services, consulting and training to county residents. Services are provided to individuals, families, couples, and groups. Child trauma treatment program for children who have been victims of sexual and/or physical abuse, at no cost. Children who have been traumatized by living in homes of domestic violence, or in homes where drug use was present. Services are also available for affected families Domestic violence and anger management programs. Counseling for those with substance abuse problems, including those who have received DUI tickets by self-referral or court referred.

RATIONALE: Valley Community Counseling Services (VCCS). They have a diverse behavioral health specialist who represents our student population and proven success impacting student behaviors. They will provide one full-time Behaviorist, for a total of 8 hours daily beginning August 3, 2026. There is no cap on the number of students they can serve. They will respond to behavior situations that arise on campus. Services will not be limited to a specific number of students if the caseload is within the capacity of the Behaviorist. 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: Valley Community Counseling Services (VCCS) will be paid $80.00 per hour, for 8 hours per day, for a total of 1890 hours at a cost of $151,200.00. This will be funded through Title I Funds.

RECOMMENDATION: Approve Agreement for Contract Services with Valley Community Counseling Services for a Behaviorist at Merrill F. West High School for the 2026-2027 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

   Full time Mental Health provider 7 days/week, 7.5 hour days. These provider would be providing group counseling services that include running grief and loss groups, addiction groups, anxiety, and social anxiety group, and boys groups. Provider would also be working with students who are failing academically, providing trauma counseling to English language learners, and working with identified students who are in need of help with institution. Services will not be limited to a specific number of students as long as the caseload is within the capacity of the provider.

   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 hundred eighty nine (189) HOURS, under the terms of this agreement at the following location Merrill F. 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 $80.00 per HOUR, not to exceed a total of $151,200.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 08/03/2026, and shall terminate on 05/21/2027.

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

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

7. Contractor shall contact the District's designee, Gary Henderson, at 209-830-3370 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	Tracy Unified School District
Title	Date
Business Services Review Yes	Title 1 Funding Source
	West High 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 27, 2026
SUBJECT: **Ratify Agreement for Special Contract Services with Speech Therapy & Accent Group for an Independent Education Evaluation (IEE) for a Speech Assessment**

BACKGROUND: The Special Education Department would like to initiate a contract with Speech Therapy and Accent Group for an Independent Education Evaluation (IEE) for a 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 service, including IEEs as necessary. This agenda request supports District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for this contract will not exceed a total of $3,505.98. 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 Agreement for Special Contract Services with Speech Therapy & Accent Group for an Independent Education Evaluation (IEE) Speech Assessment.

Prepared by: Jason Davis, Special Education Director.

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 Speech Therapy and Accent Group (S.T.A.G.), 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:

   Contractor will provide an Independent Education Evaluation (IEE) for speech. The IEE will be performed in accordance with the San Joaquin County Special Education Local SELPA.

   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 Ninety (90) DAYS , under the terms of this agreement at the following location District/School Site .

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

   a. District shall pay $3,502.00 per FLAT RATE , not to exceed a total of $3,502.00 . Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District SHALL reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $100.00 for the term of this agreement.

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

4. The terms of the agreement shall commence on 03/01/2026, and shall terminate on 05/15/2026.

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:

Elizabeth Perry
Contractor Signature 06/02/2026

Director, SLP
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

HUMAN RESOURCES MEMORANDUM

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

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATIONS

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Lamas, Yesenia Speech Language Pathologist	Districtwide	06/30/2026	Personal
Smit, Sharon Coordinator, School Readiness	DEC	06/30/2026	Personal

BACKGROUND:

CERTIFICATED RESIGNATION

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Graham, Joseph Teacher	KHS	06/30/2025	Personal
Townsend, Tammy Teacher	MVMS	06/01/2026 As amended	Personal

BACKGROUND: **CLASSIFIED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Cervantes Vasquez, Maria School Supervision Assistant	VES	5/25/2026	Personal
Cody, Jordan Special Education Para Educator	AFES	5/10/2026	Accepted Position
Brown, Debbie Food Service Specialist	DEC/FS	5/29/2026 As amended	Personal
Rocha, Aisha School Supervision Assistant	CES	7/30/2026	Accepted Position

BACKGROUND: **COACH RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Calvillo, Alejandro Boys' Tennis	WHS	5/19/26	Accepted Position
Ervin, Ciara Varsity Softball	WHS	5/13/26	Personal

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

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

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

BACKGROUND:	**CERTIFICATED**
Banwait, Sukhwinder	Williams Middle School Science – Temporary (Replacement) Class V, Step "B" 3 - $77,957.00 Fund: General
Castro, Alondra	Art Freiler Elementary 6th Grade (Replacement) Class I, Step "A" 1 - $65,038.00 Fund: General
Ledesma, Juan	Tracy High School English (Replacement) Class III, Step "B" 3 - $70,459.00 Fund: General
Moehnke, Randy	West High School Physics .20FTE (Replacement) Class VI, Step "B" 38 - $25,709.00 Fund: General
Sanchez, Jacquelyn	Williams Middle School 6th Grade (Replacement) Class III, Step "B" 3 - $70,459.00 Fund: General

BACKGROUND:	**CLASSIFIED**
Chong, Christine	Roving Para Educator II (New) District Wide Range 34, Step E - $29.32 per hour Fund: General
Cody, Jordan	Special Education Para Educator (New) McKinley School Range 30, Step A - $22.14 per hour Fund: Special Education
Fierros, Juan	Utility Person III (Replacement) MOT/Grounds Team 3 Range 38, Step E - $32.21 per hour Fund: 25% General 25% On-Going and Major Maintenance 50% Home-to-School Transportation
Martinez, Leticia	Special Education Para Educator (Replacement) McKinley School Range 30, Step B - $23.19 per hour Fund: IDEA Grant
Rocha, Aisha	School Supervision Assistant (Replacement) Central School Range 21, Step E - $21.60 per hour Fund: General

BACKGROUND:	**COACHES**
Aguilar, Jovani	Intramural Coordinator Stein High $ 2,042. 64

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

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: May 27, 2026
SUBJECT: **Adopt New Board Policy 4156 and 4256 Personal Property (First Reading)**

BACKGROUND: The proposed Board Policy on Personal Property is being presented for first reading to establish clear and consistent expectations regarding employee-owned items brought onto District property. Currently, the District does not have a comprehensive policy addressing the use, risk, and potential reimbursement of employee personal property in the workplace, which may lead to inconsistent practices across sites and departments.

This policy clarifies that employees who bring personal property onto District premises do so at their own risk, unless reimbursement is required by law or expressly provided in an applicable collective bargaining agreement. The policy further affirms that any such reimbursement will be administered in accordance with the terms and conditions of the applicable agreement.

Additionally, the policy establishes restrictions on certain items, including residential furniture and furnishings, which are not permitted in classrooms or instructional spaces due to safety, compliance, and risk management considerations. The use of non-institutional furniture may not meet applicable fire, safety, and accessibility standards.

RATIONALE: The proposed policy is intended to establish clear and consistent expectations regarding employee personal property across all District sites while ensuring alignment with applicable laws and collective bargaining agreements. It supports fiscal responsibility by limiting unauthorized or unintended financial liability and reducing risk exposure associated with loss, damage, or the presence of non-approved items, including residential furniture that may not meet safety, fire, and accessibility standards.

FUNDING: There is no cost.

RECOMMENDATION: Adopt New Board Policy 4156 and 4256 Personal Property. (First Reading).

Prepared by: Michelle Daniel, Director of School Business Support Services and Purchasing.

EMPLOYEE PROPERTY REIMBURSEMENT

The Governing Board does not authorize reimbursement for employee personal property that is lost, stolen, intentionally destroyed, or damaged while being used for work-related purposes. Notwithstanding the foregoing, the District may reimburse an employee for the reasonable cost of repair or replacement of essential personal medical devices, including but not limited to eyeglasses, contact lenses, hearing aids, and dentures, when such damage occurs in the course and scope of employment, subject to applicable law and any administrative regulation established by the Superintendent or designee.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: May 27, 2026
SUBJECT: **Accept Proposal for Lease Quotation and Agreement from Mobile Modular Management Corporation for ELOP & School Readiness Office Building**

BACKGROUND: Due to the continued growth and expansion of the Expanded Learning Opportunities Program (ELOP) and School Readiness, the District has identified a need for additional staff workspace. Tracy Unified School District is seeking approval to fund the rental of new mobile facilities to house ELOP and School Readiness staff.

RATIONALE: Renting portable/mobile facilities will provide a timely and efficient solution for accommodating staff and supporting program operations. This approach enables the District to expedite occupancy and use of the facilities while maintaining flexibility to address ongoing program growth and staffing needs. District staff have researched the costs and terms of renting buildings off campus and believe that the prices of the equipment under the contract with Mobile Modular Management Corporation would be in the best interests of the district to rent the additional modular buildings needed to maintain and expand the services for the ELOP and School Readiness Department. Utilizing leased modular units also allows the District to responsibly manage resources while addressing short- and mid-term facility needs associated with expanded student support programs.

The cost of monthly rent is not to exceed $2,785.00. The one-time delivery fee is not to exceed $27,127.00.00 The one-time estimated return fee is $18,404.00. The estimated initial invoice is to total $29,885.00.

FUNDING: 80% will be covered by ELOP and the remaining 20% will be covered by CSPP/State Preschool.

RECOMMENDATION: Accept Proposal for Lease Quotation and Agreement from Mobile Modular Management Corporation for ELOP & School Readiness Office Building.

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

Mobile Modular Management Corporation
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-616584
Date of Quote	06/01/2026
Quote Expiration Date:	07/01/2026
Lease Term:	12 Months
Lessee PO#:	**TBD**

Lessee Name and Billing Address	Site Information	Lessor Name
Tracy USD ("Lessee") 1875 W. Lowell Avenue Tracy, CA 95376 Eloy Vento Phone: 2098301152 evento@tusd.net	Eloy Vento 1775 West Lowell Avenue Tracy, CA 95376 Cell: 2098301152 evento@tusd.net	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Lessor") **Questions?** Contact: Kevin Gibson Direct Phone: (925) 453-3143 kevin.gibson@mobilemodular.com

Equipment and Accessories	Qty	Monthly Rent	Extended Rent	Taxable
Office, 48x40 DSA (NonStd) (Non-Standard Configuration.Tackboard interior.)	1	$2,758.00	$2,758.00	N
Furniture (6 L Shaped Desks, 6 Meshback Chairs, 3 Panel Divides T shaped.)	1	$663.00	$663.00	N
		Equipment and Accessories Monthly Subtotal:		$3,421.00

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Office, 48x40 DSA (NonStd) (Non-Standard Configuration.Tackboard interior.)				
Delivery	4	$1,008.00	$4,032.00	N
Delivery Pilot	4	$460.00	$1,840.00	N
Delivery Permit	4	$132.00	$528.00	N
Block and Level Building	1	$10,459.00	$10,459.00	N
Essential Material Handling Fee (6" Wood Foundation and close up material.)	4	$1,244.00	$4,976.00	N
Installation, Ramp Skirting	72	$21.00	$1,512.00	N
RNT, Install or Delivery	1	$800.00	$800.00	N
		Charges Upon Delivery Subtotal:		$24,147.00

Charges Upon Return	Qty	Charge Each	Total One Time	Taxable
Office, 48x40 DSA (NonStd) (Non-Standard Configuration.Tackboard interior.)				
Return	4	$1,008.00	$4,032.00	N
Return Pilot	4	$460.00	$1,840.00	N
Return Permit	4	$132.00	$528.00	N
Prepare Equipment For Removal	1	$9,980.00	$9,980.00	N
Cleaning Fee	4	$200.00	$800.00	N
Removal, Ramp Skirting	72	$17.00	$1,224.00	N
		Estimated Charges Upon Return Subtotal:		$18,404.00

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Total Estimated Charges

Subtotal of Monthly Rent	$3,421.00
Personal Property Expense	$0.00
Taxes on Monthly Charges	$0.00
Total Charges per Month (including tax)	$3,421.00
Charges Upon Delivery (including tax)	$24,147.00
Estimated Charges Upon Return (including tax)*	$18,404.00
Estimated Initial Invoice*	$27,568.00

***Charges upon return will be charged at Lessor's then-current rates for lease terms greater than 12 months.**

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Special Notes

This is a rental agreement for a 48x40 DSA office unit on a 12 month term. Quote assumes a level and accessible site by normal truck delivery. Furniture quoted is for (6) L Shaped Desks, (6) Meshback Chairs, and (3) Panel Divides T shaped.

Flooring (Carpet): This building ships standard with used carpet in good condition. Carpet may have some discoloration or wear and a carpet bar will be utilized at modline seams. New carpet is available for an additional charge. If provided, new carpeting should receive a minimum of 72 hours of airing-out time, under well-ventilated conditions, prior to occupancy.

Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

DSA Classrooms include: (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, standard factory ramp, and wood sill foundation for level site.

Budgetary Quote: Pricing provided is for budgetary purposes only. A revised quotation will be provided once project details are clarified. If you are new to modular buildings and wondering what you need to know about them, please visit www.mobilemodularrents.com and view our FAQ worksheet "Considering Modular Buildings for Your Space Needs?". *Delivery pricing is estimated based on delivery within 50 miles of branch location. Pilots and permits not included and may be required. We look forward to working with you to refine your requirements.

Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site.

Used building rental: Quotation is for a used or refurbished modular building. There may be variations in wall paneling, flooring, or other exterior and interior finishes. Dimensions are nominal unless otherwise stated.

Buildings containing a restroom(s): Restrooms are not self-contained. Where applicable, manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Ramp skirting is available for an additional charge. Mobile Modular provides used/refurbished ramps - new ramps are available for purchase only.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the modular building on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

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Additional Information

- Quote is valid for 30 days.
- Lessee's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Lessee. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- For lease transactions, Lessor reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval. Security deposit and payment in advance may be required.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Estimated Equipment Value

The Estimated Equipment Value is listed below. Lessee is solely responsible for complying with all insurance requirements set forth in the Lease Terms and Conditions attached hereto.

Equipment Description	Qty	Estimated Equipment Value (each)
Office, 48x40 DSA (NonStd)	1	$128,700.00

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This Lease Quotation and Agreement is entered into by and between Lessor and Lessee effective as of the date signed by Lessee. This Lease Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Lease Terms and Conditions** attached hereto; and
2. **Supplemental Lease Terms and Conditions** located at (https://www.mobilemodular.com/contractterms), as the same may be updated from time to time in the sole and absolute discretion of Lessor.
3. **Supplemental Terms for Starlink Services and Starlink Kit** located at (https://www.mobilemodular.com/contractterms), as the same may be updated from time to time in the sole and absolute discretion of Lessor, provided that such terms shall only apply in the event the Agreement includes the provision of Starlink broadband internet services.
4. **Supplemental Terms for Broadband Services** (Non-Starlink) located at (https://www.mobilemodular.com/contractterms), as the same may be updated from time to time in the sole and absolute discretion of Lessor, provided that such terms shall only apply in the event the Agreement includes the provision of non-Starlink broadband internet services.

IN THE EVENT THE LESSOR AND LESSEE HAVE ENTERED INTO A MASTER LEASE AGREEMENT, THE TERMS OF SUCH MASTER LEASE AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, ARE DEEMED A PART OF THIS AGREEMENT, AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN THIS AGREEMENT.

By signing below, Lessee: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Lessor shall generate a Lease Agreement Number, which shall be referenced on all Lessor invoices.

No document provided by Lessee, including, without limitation, Lessee's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Lessee Forms**"), nor the terms and conditions associated with such Lessee Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement (or the Master Lease Agreement, as applicable) even if such Lessee Forms are signed by an agent or representative of Lessor. The terms and conditions of this Agreement (or the Master Lease Agreement, as applicable) shall prevail over any Lessee Forms, and any inconsistent or additional terms and conditions in Lessee Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

LESSOR: Mobile Modular Management Corporation a Division of McGrath RentCorp		**LESSEE:** **Tracy USD**	
Signature:	Kevin Gibson	Signature:	
Name:	Kevin Gibson	Name:	
Title:	Sales Representative	Title:	
Date:	6/1/2026	Date:	

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LEASE TERMS AND CONDITIONS

1. **LEASE**. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment (as defined below). The lease of any Equipment is governed by the terms of this Agreement. The Equipment is and shall remain the personal property of Seller.

2. **TERMS**. All capitalized terms used and not otherwise defined herein, will have the meanings set forth in this Agreement. As used in this Agreement, the following definitions shall apply: "**Accessories**" shall mean any additions, attachments, or accessories to the modular buildings, or ancillary services, provided by Lessor to Lessee and identified in this Agreement; "**Equipment**" shall mean the modular buildings, Accessories, and/or Services identified in this Agreement, together with any replacements, repairs, additions, attachments or accessories hereafter rented to Lessee under this Agreement.

3. **PAYMENTS AND PRICE ADJUSTMENTS**. Lessee agrees to pay to Lessor each payment specified herein on a net invoice basis. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. Prices will be increased by Lessor for unknown circumstances or conditions, including, but not limited to, driver waiting time, special transport permits, difficult site conditions and/or increases in fuel prices.

4. **LEASE TERM; EARLY TERMINATION**. The Lease Term and Monthly Rent, each of which are specified in this Agreement, shall commence on the date the Equipment is delivered to the Site (the "Start Rent Date"), unless a different date is mutually agreed upon in writing, and shall continue thereafter for the number of months specified in this Agreement as the Lease Term. Lessee agrees to pay the Total Charges per Month specified in this Agreement (as may be adjusted pursuant to Section 5 below) for each month during the Lease Term and any extensions thereof. A month is defined as thirty (30) calendar days; rent will be billed monthly unless otherwise specified in this Agreement (but rent shall be due and owing even in the absence of actual receipt by Lessee of an invoice or bill). In the event that Lessee terminates this Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor, in its sole discretion, following the receipt of the termination request. Such early termination fee may include, but shall not be limited to, charges related to the preparation of the Equipment for delivery and/or the rental value of this Agreement. In no event shall any such early termination fee exceed the total value of this Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. If Lessee delays delivery of the Equipment for any reason for thirty (30) days or longer from the original delivery date mutually agreed upon between both parties, Lessor may, in Lessor's sole discretion, charge Lessee a monthly storage fee equal to the Monthly Rent starting on the original delivery date, and/or terminate this Agreement, subject to the early termination provisions set forth above.

5. **EXTENSION OF LEASE TERM**. Upon expiration of the initial Lease Term set forth in this Agreement, the lease of the Equipment shall automatically be extended on a month-to-month basis until the Equipment is returned to Lessor. This Agreement does not expire and the terms and conditions hereof shall remain in full force and effect for any extension of the Lease Term, unless otherwise agreed upon by Lessor and Lessee in writing. Lessor may periodically revise the Total Charges per Month from those reflected in this Agreement if the lease of the Equipment is extended beyond the initial Lease Term. If the lease of the Equipment is extended beyond the initial Lease Term, Lessor may revise the charges for the Charges Upon Return from those specified in this Agreement to reflect Lessor's then-current market rates for such services.

6. **PREPARATION FOR REMOVAL OF THE EQUIPMENT**. Prior to the scheduled removal of the Equipment, Lessee shall, at a minimum: (a) provide clear access to the Equipment for Lessor to dismantle and remove the Equipment from the Site by industry-standard trucking methods; (b) disconnect all utilities; (c) remove all personal property of Lessee's from the Equipment; and (d) in the case of Equipment that includes plumbing, flush the plumbing lines clean and ensure that no foreign matter remains in any fixtures. Plumbing must be properly disconnected by Lessee at its sole cost and expense. Lessee will be responsible for costs of repair required by improper plumbing disconnection to the extent that the Equipment is damaged. Any components, parts or accessories supplied by Lessor must be returned with the Equipment. In the event that Lessee fails to meet the requirements herein, additional charges may be incurred by Lessee for additional labor, waiting time, or dry-runs in the event that Lessor is unable to return the Equipment as scheduled.

7. **RETURN OF EQUIPMENT**. Lessee must provide a minimum of thirty (30) days prior, written notice to Lessor when requesting to return the Equipment. Lessee is responsible for complying with the requirements set forth in the "Preparation for Removal of the Equipment" section of these Lease Terms and Conditions. Unless otherwise agreed upon by Lessor in writing, Lessee shall continue to be responsible for payment of the Total Charges per Month set forth in this Agreement (as may be adjusted pursuant to Section 5 hereto) until return of the Equipment to Lessor is completed. The Total Charges per Month will be prorated in one-half (1/2) month increments only. If the Equipment is returned within the first fifteen (15) days of the billing period, Lessee shall be responsible for paying half of the Total Charges per Month; if Equipment is returned between the sixteenth (16th) and thirtieth (30th) days of the billing period, Lessee shall be responsible for paying the entire amount of the Total Charges per Month. The charges reflected in this Agreement for Charges Upon Return will be adjusted for any Lease Term longer than twelve (12) months or if the Lease is extended beyond the initial Lease Term, pursuant to Section 5.

8. **WARRANTIES; DISCLAIMER**. Lessor warrants to Lessee that the Equipment, when delivered and set up and under normal use and regular service and maintenance by Lessee, shall be free from major defects in materials and workmanship that prevent any normal use and operation. Accessories supplied by Lessor pursuant to this Agreement but not owned by Lessor shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the Accessory owner, which Lessor hereby assigns to Lessee to the extent transferable. Lessor's liability under this warranty shall be limited to the replacement or repair of the defective Equipment (during Lessor's normal working hours), at Lessor's option; provided, however, that Lessee shall provide written notice of any failure or defect to Lessor within four (4) days after discovery, and within the applicable warranty period, and failure to provide such notice in a timely manner may result in a limitation of this warranty at Lessor's sole option. If Lessee does not grant clear, unobstructed access for any such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates. This warranty does not

extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Lessor's facilities without prior written authorization from Lessor. **THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE LESSOR'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES, PROMISES, AFFIRMATION OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WHICH MAY BE DEEMED APPLICABLE TO THE EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL EQUIPMENT AND SERVICES ARE BEING PROVIDED "AS IS", "WHERE IS, WITH ALL FAULTS". LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, THERETO. LESSEE HAS SELECTED ALL EQUIPMENT FOR LESSEE'S INTENDED USE AND RECOGNIZES THAT LESSOR IS NOT A DESIGNER OR MANUFACTURER OF ANY EQUIPMENT.**

9. **TAXES.** Lessee agrees to be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.

10. **LOSS OR DAMAGE.** Upon delivery and until the Equipment is removed from the Site by Lessor or its authorized agent, Lessee assumes all risk of loss or damage to the Equipment. Should any Equipment damaged be capable of repair, the Equipment shall be repaired and restored to its condition existing prior to such damage, at Lessee's sole cost and expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of the Equipment, which payment obligation shall survive the termination of this Agreement.

11. **INSURANCE.** Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than $25,000), naming Lessor as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of $1,000,000 per occurrence and $2,000,000 in the aggregate) (and with a deductible no higher than $25,000), naming Lessor and its designees as additional named insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds or additional named insureds. The liability insurance policy shall contain coverage for all contractual indemnity obligations of Lessee set forth in this Agreement, cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

12. **INDEMNIFICATION AND LIMITATION OF LIABILITY.**

(a) **LESSEE ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "LESSEE PARTY," AND COLLECTIVELY, THE "LESSEE PARTIES") SHALL INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS LESSOR, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, CONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH A "LESSOR INDEMNIFIED PARTY," AND COLLECTIVELY, THE "LESSOR INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO, ARISING OUT OF OR IN CONNECTION WITH: (1) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY LESSEE PURSUANT TO THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF LESSEE SET FORTH IN THIS AGREEMENT; (2) THE OCCURRENCE OF ANY EVENT SET FORTH IN SECTION 13; (3) THE SELECTION, USE, POSSESSION, DELIVERY, RENTING, LEASING, SUBLEASING, OPERATION, TRANSPORT, MAINTENANCE, CONDITION, REPAIR, REPLACEMENT, REPOSSESSION, RETURN OR STORAGE OF ANY EQUIPMENT OR ANY SERVICES; (4) ANY FAILURE BY ANY LESSEE PARTY TO COMPLY WITH ANY APPLICABLE LAW IN CONNECTION WITH ANY EQUIPMENT OR THE SERVICES OR THIS AGREEMENT; (5) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A LESSEE PARTY CONTRIBUTED; OR (6) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY LESSEE PARTY FOR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT. THIS INDEMNITY SHALL APPLY EVEN IF SAID LOSSES ARE OCCASIONED, BROUGHT ABOUT OR CAUSED BY THE CONCURRENT NEGLIGENCE OF ANY LESSOR INDEMNIFIED PARTY, UNLESS A COURT OF COMPETENT JURISDICTION SHOULD DETERMINE THAT THE LOSSES WERE PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS OF A LESSOR INDEMNIFIED PARTY. IF THE FOREGOING**

OBLIGATIONS ARE NOT ENFORCEABLE AGAINST LESSEE UNDER APPLICABLE LAW, LESSEE AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS LESSOR INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LOSSES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, TO THE EXTENT OF THE ACTS OR OMISSIONS OF THE LESSEE PARTIES' NEGLIGENT OR WORSE CONDUCT. THIS INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

(b) **TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, LESSOR'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF RENTAL FEES AND ALL OTHER AMOUNTS PAID BY LESSEE AND RECEIVED BY LESSOR UNDER THIS AGREEMENT FOR THE EQUIPMENT AND/OR SERVICES, AND LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**

13. **EVENTS OF DEFAULT; REMEDIES**. Each of the following shall constitute an "Event of Default": (1) failure by Lessee to make any payment within ten (10) days after its due date; (2) failure by Lessee to perform any other obligation under this Agreement, and the continuance of such default for ten (10) days after written notice thereof by Lessor to Lessee; (3) any material misrepresentation or false statement of fact by Lessee; (4) the loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or the commencement of any bankruptcy proceedings by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value of the Equipment hereof. Upon the occurrence of any Event of Default, Lessor may, without notice, exercise one or more of the following remedies: (1) declare all unpaid payments under this Agreement to be immediately due and payable; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability to Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of this Agreement or to recover damages for the breach hereof, including attorneys' fees and any other expenses paid or incurred by Lessor in connection with the repossession of the Equipment; (6) apply the security deposit specified in this Agreement ("Security Deposit") to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor; and/or (7) recover the replacement cost of any Equipment which Lessor is unable to repossess.. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement.

Lease Terms and Conditions, Rev. 07/01/2022

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 Adoption of Instructional Materials**

BACKGROUND: Tracy Unified School District approved one new course to be offered starting in the 2026-27 school year. The Instructional Media Center (IMC) convened an IM adoption committee to evaluate and recommend instructional materials for the course. The Curriculum Council recommended this program to the Board and the Board received a report on March 24, 2026.

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.

RECOMMENDATION: Approve Adoption of Instructional Materials.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 20, 2026
SUBJECT: **Approve School Site Single Plans for Student Achievement (SPSA) and Site Budgets for the 2026-2027 School Year**

BACKGROUND: Each school site is required to develop a school plan (Single Plan for Student Achievement-SPSA). The SPSA includes an analysis of the prior year's assessment data, an evaluation of the progress toward meeting the goals for that year, establishment of goals and action plans for the new school year, and development of a budget to support the successful implementation of the action plans. The school plans are developed in a collaborative effort of the site administration, school staff, and parents. Each school's plan is approved by their School Site Council. The plans are reviewed by Directors in Educational Services to ensure all areas are addressed and funds are used appropriately. The development of a quality school plan requires sufficient time for all stakeholders to be involved in the process. It is this final product that is submitted to the Governing Board for approval. In the past few years, schools completed a preliminary SPSA in the spring, and then, once they had updated assessment and state accountability data in the early fall, they completed the full data analysis and school plan. With the shift to the new state accountability system that releases updates in December, the timeline for developing school plans has been shifted so that the full data analysis and development of the school plan occurs in the Spring for the following school year. The SPSAs being submitted for approval at this time are for the 2026-2027 school year.

RATIONALE: State law requires local Governing Board approval of each site's Single Plan for Student Achievement (SPSA). This item supports Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. 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 Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve School Site Single Plans for Student Achievement (SPSA) and Site Budgets for the 2026-2027 School Year.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 20, 2026
SUBJECT: **Approve Kimball High School Revised School Site Plan and Budget for the 2025-2026 School Year**

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

RATIONALE: Changes of this nature require both individual School Site Council and Local Education Agency (LEA) Governing Board approval. These changes have been reviewed by District staff and were approved by the Kimball High School (KHS) Site Council during the months of April and May to meet site goals. The proposed reallocation of Title One Funds are as follows: reduce goal 1a.7 by $1,315 (subs for the MHSA Program), reduce goal 1a.8 by $2,350 (MHSA field trips and materials), reduce 1a.10 by $3,000 (Intro to Law Class and Criminal Justice additional materials), reduce 1a.11 by $2,000 (Subs for Special Programs), reduce 2a.5 by $6,414 (Programs and Activities), reduce 2b.1 by $5,000 (Tutoring and Support), reduce 2c.2 by $500 (Parent Outreach materials and support), reduce 3a.3 by $7,974 (Professional Development for Certificated Staff), and reduce 3a.13 by $6,000 (Sub coverage for planning and collaboration). Increase 3a.11 by $34,553 for summer planning and collaboration for certificated staff. These changes support goal #3 to improve the quality of instruction through professional development and PLC Collaboration.

FUNDING: There is no additional cost for these revisions.

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

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

Kimball High School Site Council
Meeting Agenda
April 30, 2026

I. Call to order

The meeting is being called to order by Alma at 4:32 p.m.

Roll call: conducted a roll call. The following persons were present: (check mark those present)

Admin/Principal	William Maslyar	wmaslyar@tusd.net	x
Incoming Principal	Amanda Bowman	abowman@tusd.net	x
Teacher	Chris Munger	cmunger@tusd.net	x
Teacher	Ana McMath	amcmath@tusd.net	x
Teacher	Jason Yang	jyang@tusd.net	x
Teacher	Octavio Lopez	jolopez@tusd.net	x
Classified	Roxana Rivas	rrivas@tusd.net	
Parent	Vijay Pasapula	vijai9@gmail.com	x
Parent	Kerina Bianchini	kgbia07@gmail.com	
Parent	Alma Morley	aj04morley@aol.com	x
Student	Shayla Mol	10353919@student.tusd.net	x
Student	Eshaan Sandhar	10356200@student.tusd.net	
Student	Auden Lopez Aguilar	10329832@student.tusd.net	

II. Approval of Minutes

Introduce minutes for 3/26 Alma motioned to approve the minutes, __Octavio_____ gave the second. Minutes were approved __8___/___0___.

III. Open issues – School Site Council is the forum to address any ongoing site conditions or issues:

1. Student representatives for SSC

IV. New Business

1. Budget

Mr. Maslyar introduced the updated budget with all of the expenditures for the year. he went through each of the items and how much money was left over for each. There were several items that had left over funding and Mr. Maslyar explained why for each of them. Mrs. Morley asked about carrying over the funding and Mr. Maslyar explained that it couldn't be carried over. Mr. Maslyar went through all of the items and Mrs. Morley came up with about $34,000 of unused Title 1. She asked if there would be changes so this doesn't happen again next year. Mr. Maslyar explained that with each of the items and how adjustments were made to the new budget. He went through the new proposal with the changes to a few of the items to help with having large amounts left over.

She asked if we could buy materials and supplies for teachers. Mr. Maslyar said that the purchase order deadline had passed and we only could buy things like paper. Mrs. Morley suggested that we use money to buy paper and asked how much we use in a year. Mr. Maslyar said the school used 5 pallets this year. Four were paid for by site funds and one was paid for using Title 1. She said the school should order two more pallets or as much as the district will allow. Mrs. Morley also asked about paying teachers for planning in the summer like last summer. Mrs. Morley asked how many teaches Kimball had and how many hours that would be for planning for each. Mr. Maslyar said there are 68 teachers and would be about 8-9 hours of planning over the summer.

Mrs. Morley asked about making a motion to buy paper and to pay teachers for planning. It was suggested that 2 pallets of paper be purchased if possible and to pay teachers 8 hours to plan over the summer. Mrs. Morley made the motion to buy the paper and to pay teachers for planning. Mr. Lopez seconded the motion. The vote was 8-0 in favor.

Mr. Maslyar reviewed the new budget proposal again and went through all of the items. This was already discussed earlier with the review of the current budget. Mrs. Morely made a motion to approve the budget. Mr. Yang seconded the motion. The vote was 8-0 in favor of approving the budget.

Mr. Pasapula asked when the first meeting would be in the fall and Mr. Maslyar said it would be sometime in September and that official dates have not been set yet.

V. Reports or Questions by Group

1. Students – no reports by students.
2. Parents – Mrs. Morley asked about student reps for next year. Mr. Maslyar said he will be sending out the form for student nominations next week.
3. Staff (certificated and classified) – Mr. Lopez said it was a good year and was thankful for the all of the support at Kimball. He is happy to be here at Kimball. The other teachers agreed and said things are going well and were thankful to have the opportunity to plan with other teachers over the summer.

VI. Adjournment

Mr. Maslyar moved to adjourn at 5:40pm and Mrs. Morely gave the second. Meeting Adjourned at __5:40 p.m.

- October 23, 2025 - SPSA & Budget
- December 11, 2025 - Discipline/ELL
- January 22, 2026 - Safety & Drills
- February 26, 2026 - Dual Enrollment/AP Program/Summer Advanced Programs/Elections before Spring Break
- March 26, 2026 - GRIT
- April 23, 2026 - Budget

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Parent	Vijay Pasapula	vijai9@gmail.com	x
Parent	Kerina Bianchini	kgbia07@gmail.com	
Parent	Alma Morley	aj04morley@aol.com	x
Student	Shayla Mol	10353919@student.tusd.net	x
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