NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
JUNE 23, 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: **4:30 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 Reinstatements: 25/26#27, 25/26#28, 25/26#29, 25/26#30, 25/26#31, 25/26#32, 25/26#33, 25/26#34
Education Code §48912
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.2.2 Confidential Student Matter: PE Exemptions TISCS#10361469
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.2.3 Approve Funding for Confidential Settlement Agreement
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 Unpaid Leave of Absence for Classified Employee #UCL– 584
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.3.2 Consider Non-Paid Leave of Absence for Classified Employee #UCL-585, Pursuant to Article XXIII
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___

3.3.3 Consider Non-Paid Leave of Absence for Classified Employee #UCL-586, Pursuant to Article XXIII
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.4 Consider Revised Non-Paid Leave of Absence for Certificated Management Employee #UC-1468
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.5 Consider Amended Non-Paid Leave of Absence for Classified Employee #UCL-581, Pursuant to Article XXIII
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.6 Consider Public Employee/Employment/Discipline/Dismissal/Release Government Code §54957
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.7 Conference with Labor Negotiators
Government Code §54957.6
Agency Negotiator: Tammy Jalique, Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:
6a Report Out of Action Taken on Reinstatements: 25/26#27, 25/26#28, 25/26#29,
3.2.1 25/26#30, 25/26#31, 25/26#32, 25/26#33, 25/26#34
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6b Report Out of Action Taken on PE Exemptions: TISCS#10361469
3.2.2
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6c Report Out of Action Taken on Approve Funding for Confidential Settlement
3.2.3 Agreement
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 Unpaid Leave of Absence for Classified
3.3.1 Employee #UCL– 584
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6f Report Out of Action Taken on Consider Non-Paid Leave of Absence for
3.3.2 Classified Employee #UCL-585, Pursuant to Article XXIII
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6g Report Out of Action Taken on Consider Non-Paid Leave of Absence for
3.3.3 Classified Employee #UCL-586, Pursuant to Article XXIII
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6h Report Out of Action Taken on Consider Revised Non-Paid Leave of Absence for
3.3.4 Certificated Management Employee #UC-1468
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6i 3.3.5 Report Out of Action Taken on Consider Amended Non-Paid Leave of Absence for Classified Employee #UCL-581, Pursuant to Article XXIII
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

7. **Approve Regular Minutes of June 9, 2026** **1-6**
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:** None.

10.2 **Educational Services:**
10.2.1 Receive Report on State Indicators (Separate Cover) **7**
10.2.2 Receive Report on Tracy Charter School State Indicators (Separate Cover) **8**
10.2.3 Receive Report on the LCAP Federal Addendum (Separate Cover) **9**
10.2.4 Receive the District's Budget Overview for Parents for the 2026-2027 School Year **10-15**

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

12. **PUBLIC HEARING:** None.

13. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.
Board approval of any agenda item requiring insurance or fingerprint clearance is conditioned upon acceptance of appropriate documentation received by TUSD.
13.1 **Administrative & Business Services:**
13.1.1 Approve the 2026-2027 Designation of CIF Representatives to League **16-18**
13.1.2 Approve Accounts Payable Warrants (May 2026) (Separate Cover) **19**
13.1.3 Approve Payroll Reports (May 2026) **20-24**
13.1.4 Approve Revolving Cash Fund Reports (May 2026) **25-27**

13.1.5	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	**28-29**
13.1.6	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2026/27 School Year	**30-31**
13.1.7	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	**32-38**

13.2 Educational Services:

13.2.1	Approve Agreement for Pioneer Days Field Trips at the Historic Lammersville Schoolhouse and the Tracy Museum for the 2026-2027 School Year	**39-42**
13.2.2	Approve Professional Development for TUSD High School Drama and Theater Departments	**43-46**
13.2.3	Approve Agreement with Attendly, Inc. to Provide an After School Management System	**47-55**
13.2.4	Approve Agreement for Contract Services with Operation Scholars for Two Behaviorists for the 2026-2027 School Year	**56-59**
13.2.5	Approve Contract Services with Point Quest Pediatrics for All TUSD Schools for Additional Mental and Behavioral Health Services for 2026-2027 School Year	**60-63**
13.2.6	Approve Renewal of Brainfuse, LLC Licenses for Middle School and High School Students for On-Demand Tutoring	**64-68**
13.2.7	Receive Update on Quarterly Williams Complaint Report for the Quarter Ending June 30, 2026	**69-70**
13.2.8	Approve Agreement with Concerned Parents Alliance for a Customized College and Career Readiness Program for Middle and High School Students and Parents for the 2026-2027 School Year	**71-80**
13.2.9	Approve Agreement With Elevo Learning for the Expanded Learning Program	**81-89**
13.2.10	Approve Agreement with Summit K12 for the Expanded Learning Program	**90-95**
13.2.11	Approve Agreement for Contract Services between 360 Degree Customer, Inc. and Monte Vista Middle School for the 2026-2027 School Year	**96-104**
13.2.12	Approve Agreement for Contract Services Between Houghton Mifflin Harcourt and Monte Vista Middle School for Read 180 Teacher Education (Coachly) for the 2026-2027 School Year	**105-108**
13.2.13	Approve Agreement for Subscription Contract Services Between Xello College and Career Software Program and Tracy Charter School for the 2026-2027 School Year	**109-111**
13.2.14	Approve Agreement for Generation Genius Subscription for Williams Middle School for the 2026-2027 School Year	**112-113**
13.2.15	Approve Agreement for Typing.com PLUS Subscription for Williams Middle School for the 2026-2027 School Year	**114-116**

13.2.16	Approve Agreement for 5 Star Students for Williams Middle School for the 2026-2027 School Year	**117-120**
13.2.17	Approve Agreement for IXL Learning Platform at Williams Middle School for the 2026-27 School Year	**121-126**
13.2.18	Approve Agreement for Contract Services Agreement between Operation Scholars and Williams Middle School for the 2026-2027 School Year	**127-130**
13.2.19	Approve Agreement for HMH's Read 180 Program for Williams Middle School for the 2026-2027 School Year	**131-135**
13.2.20	Approve Agreement for Tynker Subscription for Williams Middle School for the 2026-2027 School Year	**136-137**
13.2.21	Approve Agreement Between Tracy High School and IXL Learning to Support the Collaborative Teaching Model with ELD and SPED Students for the 26-27 School Year	**138-145**
13.2.22	Approve Tracy High School Contract Service Agreement for a One-Year License with Lanterna Education, Inc. (Distance Learning Provider) for the 2026-2027 School Year	**146-159**
13.2.23	Approve Agreement for Contract Services Between Point Quest Group and Central School for the 2026-2027 School Year	**160-163**
13.2.24	Approve Agreement for Contract Services Between SJCOE Language & Literacy Department and Central School for the 2026-2027 School Year	**164-170**
13.2.25	Approve Agreement for Contract Services Between IXL Learning and George Kelly Elementary School to Provide IXL Learning Site License in Math and ELA for the 2026-2027 School Year	**171-176**
13.2.26	Approve Agreement for Services Between Mystery Science and George Kelly School During the 2026-2027 School Year	**177-179**
13.2.27	Approve Agreement for Contract Services Between Parent Institute for Quality Education (PIQE) and George Kelly School for the 2026-2027 School Year	**180-186**
13.2.28	Approve Agreement for Contract Services Between 360 Degree Customer Inc. and Duncan Russell Community Day School for Behaviorist Services in the 2026-2027 School Year	**187-190**
13.2.29	Approve Agreement for Contract Services Between 360 Customer and Art Freiler School for the 2026-27 School Year	**191-194**
13.2.30	Approve Language Services Agreement with Excel Interpreting, LLC for the 2026-2027 School Year	**195-204**
13.2.31	Approve Agreement for Contract Services with Left Coast Scales (LCS) for the 2026-2027 School Year	**205-209**
13.2.32	Approve Agreement for Special Contract Services with ProneToRide for the 2026-2027 School Year	**210-215**
13.2.33	Approve the Agreement for Special Contract Services with TeachTown for the 2026-2027 School Year	**216-221**
13.2.34	Approve Funding Increase for 360 Degree Customer, Inc. for the Remainder of the 2025 - 2026 School Year	**222-230**
13.2.35	Approve the Master Contract with Summa Academy a Non-Public School for the 2026-2027 School Year (Separate Cover)	**231**
13.2.36	Approve Agreement for Contract Services between Alegre Care Inc. and TUSD Health Services for the 2026-2027 School Year	**232-235**

13.2.37	Approve Agreement for the purchase of Math 180 Between HMH Education Company and George and Evelyn Stein High School for the 2026-2027 School Year	**236-242**
13.2.38	Approve Agreement for Contract Services with Operations Scholar and George and Evelyn Stein High School for Mental Health Worker Services for the 2026-2027 School Year	**243-247**
13.2.39	Approve Renewal Quote for Site License between Homecourt Publishers and George & Evelyn Stein High School for the 2026-2027 School Year	**248-249**
13.2.40	Approve Agreement for the Purchase of Write By Number for George and Evelyn Stein High School for the 2026-2027 School Year	**250-252**
13.2.41	Approve Agreement for Renewal of Digital Services Between SMORES from School Status and George and Evelyn Stein High School for the 2026-2027 School Year	**253-256**
13.2.42	Approve Renewal Quote for Site Subscription Services Between Xello College and Career Software Program and Duncan Russell Community Day School for the 2026-2027 School Year	**257-259**
13.2.43	Approve Professional Development from Ready4Reading Staff at Art Freiler School on August 6, 2026	**260-262**
13.2.44	Approve Agreement for Special Contract Services with Growing Words Speech and Language Therapy Inc. for a Speech and Language Independent Education Evaluation (IEE)	**263-266**
13.2.45	Approve Special Contract Services Agreement with LifeWorks-ACS Inc., for an Independent Education Evaluation (IEE)	**267-270**
13.2.46	Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Art Freiler School for the 2026-27 School Year	**271-274**
13.2.47	Approve Agreement for Contract Servies with Operation Scholars and Art Freiler School for the 2026-27 School Year	**275-278**
13.2.48	Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School During the 2026-27 School Year	**279-285**
13.2.49	Approve Agreement for Contract Services between Valley Community Counseling and Art Freiler School, for the 2026-27 School Year	**286-290**
13.2.50	Approve Agreement for Contract Services Between Houghton Mifflin Harcourt and Monte Vista Middle School for the 2026-2027 School Year	**290-294**
13.2.51	Approve Agreement for Contract Services with the Boys & Girls Club of Tracy to Provide Services at North School for the 2026/2027 School Year	**295-298**
13.2.52	Approve Agreement for Special Contract Services With CPR With Heart to Provide CPR and First Aid Training to Classified Staff During the 2026-2027 School Year	**299-300**
13.2.53	Approve Master Contract for Non-Public School East Valley Education Center for the 2026-2027 School Year (Separate Cover)	**301**
13.2.54	Approve Memorandum of Understanding (MOU) Between Tracy Unified School District (TUSD) and the San Joaquin County Office of Education (SJCOE) for the 2026-2027 School Year	**302-304**

13.2.55	Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to Provide Professional Development to Support STEM Implementation	**305-312**
13.2.56	Approve Agreement for Contract Services between Raptor Technologies Student Services Department for the 2026-2027 School Year	**313-317**
13.2.57	Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Villalovoz Elementary School for the 2026-27 School Year	**318-321**
13.2.58	Approve Agreement for Contract Services between San Joaquin County Office of Education and Villalovoz Elementary School for the 2026-27 School Year	**322-327**
13.2.59	Approve Agreement for Contract Services between Valley Community Counseling Villalovoz Elementary for the 2026-2027 School Year	**328-331**
13.2.60	Approve Master Contract for Non-Public School (NPS) Stockton Educational Center for the 2026-2027 School Year (Separate Cover)	**332**
13.2.61	Approve Agreement for Contract Services Between 360 Degree Customer, Inc. and South/West Park Elementary School for the 2026-2027 School Year	**333-336**
13.2.62	Approve Agreement for Contract Services Between Parent Institute for Quality Education (PIQE) and South/West Park Elementary during the 2026-2027 School Year	**337-341**
13.2.63	Approve Agreement for Contract Services Between SJCOE Early Literacy and Language Department and George Kelly Elementary School for the 2026-2027 School Year	**342-344**
13.2.64	Approve Quote for Site License between Autonome and George and Evelyn Stein High School for the 2026-2027 School Year	**345-347**

13.3 Human Resources:

13.3.1	Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	**348-350**
13.3.2	Approve Classified, Certificated, and/or Management Employment	**351-354**
13.3.3	Approve Employment of 2026 Summer School Staff	**355-368**
13.3.4	Approve Admin Program Agreement with High Tech High	**369-377**
13.3.5	Approve Affiliation Agreement with University of the Pacific	**378-396**
13.3.6	Approve Individual Intern Agreement with CSU Stanislaus	**397-404**
13.3.7	Approve Paid Intern Agreement with National University	**405-414**
13.3.8	Approve Individual Intern Agreement with CSU Stanislaus	**415-422**

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

14.1 Administrative & Business Services:

14.1.1	Approve the Local Control Accountability Plan (LCAP) (Separate Cover)	**423-424**

Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

14.1.2	Approve the 2026-2027 Tracy Charter School Local Control Accountability Plan (LCAP), LCAP Annual Update, and Budget Overview for Parents (Separate Cover)	**425-426**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.1.3	Adopt the 2026-27 Annual School District Budget (Separate Cover)	**427-429**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.1.4	Approve the Award of Request for Proposal (RFP) for Special Education Student Transportation Services	**430-433**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.1.5	Accept the 2024-2025 Independent Financial Audit and Performance Audit for Measure B General Obligation Bonds (Separate Cover)	**434**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.1.6	Adopt Resolution No. 25-23 Committed Fund Balance	**435-438**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.1.7	Adopt New Board Policy 4156 and 4256 Personal Property (Second Reading)	**439-440**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.1.8	Adopt Resolution No. 25-24 to Excuse Meeting Absence of Board Member	**441-442**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

14.2 Educational Services:

14.2.1	Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for All TUSD Schools (Separate Cover)	**443-444**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.2.2	Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for Tracy Charter School	**445-448**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.2.3	Approve Agreements with the Boys and Girls Club of Tracy to Provide Expanded Learning Opportunities to TUSD Students Under the Expanded Learning Opportunity Program Plan (ELO/ELO-P)	**449-463**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.2.4	Adopt TUSD K-8 and High School Handbook Changes for the 2026-2027 School Year (Separate Cover)	**464-471**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.2.5	Adopt Tracy Charter School Student Handbook for 2026-2027 (Separate Cover)	**472**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

14.3 Human Resources:

14.3.1	Approve Tentative Agreements with the Tracy Educators Association (Separate Cover)	**473**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.2	Approve a Declaration for Provisional Internship Permits	**474-475**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

14.3.3	Approve Variable Term Waivers	**476-477**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.4	Approve New Job Description for English Learner (EL) Support Program Specialist	**478-481**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.3.5	Approve Amendment to Superintendent Contract	**482-490**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

15. **Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.

16. **Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

17. **Board Meeting Calendar:**
    - **17.1** August 11, 2026
    - **17.2** August 25, 2026
    - **17.3** September 8, 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, June 9, 2026

4:40 PM: **1-3.** President Silcox called the meeting to order and adjourned to closed session.

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

5:00 PM **5.** President Silcox called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session:

6a	Action Taken on Finding of Facts: 25/26#44
3.2.1	
Action:	Alexander, Hawkins. **Vote:** Yes-6; No-0; Absent-1 (Fagin).
6b	Report Out of Action Taken on Reinstatements: 25/26#25, 25/26#26
3.2.2	
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Fagin).
6c	Report Out of Action Taken on Early Graduation: WHS#10365647
3.2.3	
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Fagin).
6d	Report Out of Action Taken on Approve Funding for Confidential
3.2.4	Settlement Agreement
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Fagin).
6e	Report Out of Action Taken on Consider Contract Non-Renewal for
3.3.1	Coach Employees #UCL-576, UCL-577, UCL-578, UCL-579
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Fagin).
6f	Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.2	Classified Employee #UCL–582
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Fagin).
6g	Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.3	Classified Employee #UCL–583
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Fagin).

Minutes: **7. Approve Regular Minutes of May 26, 2026.**
Action: Cheeseman, Secker. **Vote:** Yes-6; No-0; Absent-1 (Fagin).

Audience: Michael Stagnaro, Michael Bunch, Lori Nelson, Tanya Calderon, Stacy Johnson, Eloy Vento, Annabelle Lee

Student Rep Reports: **8.1** N/A

Recognition & Presentations: **9.1** N/A

Information & Discussion Items:

10.1 Administrative & Business Services:

10.1.1 Receive Information Regarding the Proposed Local Control Accountability Plan (LCAP) for TUSD (Separate Cover)

Michael Bunch, Director of Continuous Improvement, State and Federal Programs, shared the 26/27 LCAP plan. Required components include the LCFF budget overview for parents, an annual update, and a plan summary with goals and actions. The LCAP is developed by working with parents, educators, students, and the community. The total projected revenue is $243,411,964, with an LCFF Funding Allocation of $194,097,124. TUSD demonstrated performance growth on several performance metrics; ELA and Math had an overall increase of 4.9 points and College and Career Readiness saw 3.1% growth among graduates. The educational partner engagement process consists of parent advisories, community engagement, consultations, and surveys. The LCAP will go before the board as an action item for approval at the June 23 board meeting.

10.1.2 Receive Information Regarding the Proposed Local Control Accountability Plan (LCAP) for the Tracy Charter School (Separate Cover)

Annabelle Lee, Principal of the Tracy Charter School, shared the TCS proposed LCAP which also serves as the schools site plan. The Charter is in year three of the three-year LCAP plan. TCS has a total projected revenue of $5,759,018 for the 26/27 school year. Of that amount, $5,191,167 is tied to actions and services in the LCAP. The LCAP consists of two goals, Academic Successes and the Safe and Equitable Learning Environment, each with detailed action items. The Tracy Charter School LCAP will go before the board as an action item for approval at the June 23 board meeting.

10.1.3 Receive Report on the 2026-2027 Annual School District Budget (Separate Cover)

Lori Nelson, Director of Finance, and Budget Analyst, Tanya Calderon, provided an update of the 26/27 district budget. The budget is a guiding financial plan for meeting the local school district governing boards goals and objectives for the year. The budget for 26/27 reflects revenues of $207,653,405 with expenditures projected at $172,205,598. This places the ending fund balance at $43,841,959. The district budget includes the statutory COLA of 2.87% per guidance from School Services and SJCOE. An additional 1.44% COLA is intended to partially fund a new legal mandate that school districts provide 14 weeks of paid pregnancy disability leave to employees. The state budget continues to face uncertainty and heightened fiscal risk which may affect both revenues and expenditures. The budget will go before the board for adoption at the June 23 board meeting.

Hearing of Delegations

11. None.

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)

This item was moved up on the agenda.
Opened Public Hearing: 5:14 PM
No comments were received.
Closed Public Hearing: 5:15 PM

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

This item was moved up on the agenda.
Opened Public Hearing: 5:23 PM
No comments were received.
Closed Public Hearing: 5:24 PM

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

This item was moved up on the agenda.
Opened Public Hearing: 5:29 PM
No comments were received.
Closed Public Hearing: 5:30 PM

Consent Items:

13. Board approval of any agenda item requiring insurance or fingerprint clearance is conditioned upon receipt of appropriate documentation by Tracy Unified.
Action: Cheeseman, Hawkins. **Vote:** Yes-6; No-0; Absent-1 (Fagin).
Item # 13.1.2 was approved as amended.

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

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

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

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

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

13.2.2 Approve Agreement with GoReact to Provide Support and Implementation of Video-Based Coaching for Professional Learning Peer Coaching and Induction Programs

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

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

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

13.2.6 Approve Purchase of SCUTA Licensing for Middle School Counselors for the 2026-2027 School Year

13.2.7 Approve the Consolidated Application For Funding (Con App) for the Tracy Unified School District for 2026-2027

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

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

13.2.10 Approve Overnight Travel for the 2026-2027 School Year for the West High Agriculture Staff Chaperons and Students

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

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

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

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

13.2.15 Approve Agreement With Age of Learning for Expanded Learning Program

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

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

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 Ratify Agreement for Contract Services between 360 Degree Customer Inc. for a Behaviorist for Summer School June 5, 2026 – July 3, 2026

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

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

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

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

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

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

Action Items:

14.1 Administrative & Business Services:

14.1.1 Adopt New Board Policy 4156 and 4256 Personal Property (First Reading)

Action: Cheeseman, Secker. **Vote:** Yes-6; No-0; Absent-1 (Fagin).

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

Action: Cheeseman, Alexander. **Vote:** Yes-6; No-0; Absent-1 (Fagin).

14.2 Educational Services:

14.2.1 Approve Adoption of Instructional Materials

Action: Cheeseman, Traina. **Vote:** Yes-6; No-0; Absent-1 (Fagin).

14.2.2 Approve School Site Single Plans for Student Achievement (SPSA) and Site Budgets for the 2026-2027 School Year (Separate Cover)

Action: Alexander, Hawkins. **Vote:** Yes-6; No-0; Absent-1 (Fagin).

14.2.3 Approve Kimball High School Revised School Site Plan and Budget for the 2025-2026 School Year

Action: Cheeseman, Secker. **Vote:** Yes-6; No-0; Absent-1 (Fagin).

Board Reports:

Trustee Traina finds the reports to be informative and clear. Trustee Secker realizes there was a lot of work behind the preparation of tonight's presentations. He informed on June 20th at the Tracy High School Wayne Schneider Stadium, there is an Allstar Football Game hosted by the Lions that will also include Allstar Girls Flag Football. Trustee Cheeseman said all graduations went wonderful and it was a pleasure to be a part of the ceremonies. Trustee Hawkins knows the process of crunching numbers is difficult. Trustee Alexander enjoyed the reports, particularly

concerning the LCAPs. She was concerned about the absenteeism data and does not understand why it continues to an issue. Trustee Silcox passed on comment.

Superintendent Report: Dr. Pecot passed on comment.

Adjourn: 5:37 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 30, 2026
SUBJECT: **Receive Report on State Indicators**

BACKGROUND: The Dashboard is the reporting system for California's Multiple Measures Accountability System. The State's accountability system includes both State and local indicators. The Dashboard displays the status (current performance), the change (difference from prior performance), and the performance level (color) for each state indicator. Local Educational Agencies (LEAs) are required to measure progress in the Local Indicators, report these results as part of a non-consent item at a regularly scheduled public meeting of the local Governing Board/Body, in conjunction with the adoption of the LCAP, and report results to the public through the Dashboard.

RATIONALE: As the District must report to its Governing Board annually on the Local Indicators, this report will provide an update on the District's progress on the following State indicators: Priority 2: Implementation of State Academic Standards; Priority 3: Parent and Family Engagement; Priority 6: School Climate; and Priority 7: Access to a Broad Course of Study. 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: There is no cost involved with this agenda item.

RECOMMENDATION: Receive Report on State Indicators.

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 27, 2026
SUBJECT: **Receive Report on Tracy Charter School State Indicators**

BACKGROUND: The Dashboard is the reporting system for California's Multiple Measures Accountability System. The State's accountability system includes both State and local indicators. The Dashboard displays the status (current performance), the change (difference from prior performance), and the performance level (color) for each state indicator. Local Educational Agencies (LEAs) are required to measure progress in the Local Indicators, report these results as part of a non-consent item at a regularly scheduled public meeting of the local Governing Board/Body, in conjunction with the adoption of the LCAP, and report results to the public through the Dashboard.

RATIONALE: As the District must report to its Governing Board annually on the Local Indicators, this report will provide an update on the Tracy Charter School's progress on the following State indicators: Priority 2: Implementation of State Academic Standards; Priority 3: Parent and Family Engagement; Priority 6: School Climate; and Priority 7: Access to a Broad Course of Study.

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: There is no cost involved with this agenda item.

RECOMMENDATION: Receive Report on Tracy Charter School State Indicators.

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

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: **Receive Report on the LCAP Federal Addendum**

BACKGROUND: The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs can meet the Local Educational Agency (LEA) Plan provisions of the ESSA. The LCAP Federal Addendum allows LEA's to show how they strategically use federal funds to complement their state accountability plans, ensuring all students have access to equitable educational opportunities. The LCAP Federal Addendum Template has been updated and submitted to the California Department of Education (CDE) to apply for ESSA funding.

RATIONALE: The LCAP Federal addendum requires LEA's to address the needs of low-income students, English learners, foster youth, homeless students and students with disabilities. This ensures federal funding is equitably used to reduce achievement gaps. By clearly outlining how funds are spent and programs are implemented, the Federal Addendum increases transparency to stakeholders.

FUNDING: No funding is required for this agenda item.

RECOMMENDATION: Receive Report on LCAP Federal Addendum.

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: June 3, 2026
SUBJECT: **Receive the District's Budget Overview for Parents for the 2026-2027 School Year**

BACKGROUND: California Education Code (EC) Section 52064.1 requires each school district, County Office of Education (COE), and charter school (LEA) to develop the Local Control Funding Formula (LCFF) Budget Overview for Parents in conjunction with the LCAP by July 1 of each year. The District Budget Overview for Parents requires LEA Governing Board approval, and is submitted in conjunction with the District's First Interim Budget Report, which also requires Governing Board approval.

RATIONALE: The purpose of the Budget Overview for Parents is to provide fiscal transparency to parents and all other stakeholders. The Budget Overview for Parents is required to contain the following information: The total projected General Fund revenue for the current school year as of the date of the First Interim Report, with the funds broken out as follows:

- The LCFF revenue
- The LCFF supplemental and concentration grants
- All other state funds
- All local funds
- All federal funds
- Federal CARES funds

According to State Statute, *To the greatest extent practicable, the Budget Overview for Parents should use language that is understandable and accessible to parents and all other stakeholders.* 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: There is no cost to the District.

RECOMMENDATION: Receive the District's Budget Overview for Parents for the 2026-2027 School Year.

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

2026-27 LCFF Budget Overview for Parents Data Input Sheet

Local Educational Agency (LEA) Name:	Tracy Unified School District
CDS Code:	39754990000000
LEA Contact Information:	Name: Dr. Michael Bunch Position: Director of Continuous Improvement, State and Federal Programs Email: mbunch@tusd.net Phone: 209 830-3210
Coming School Year:	2026-27
Current School Year:	2025-26

*NOTE: The "High Needs Students" referred to in the tables below are Unduplicated Students for LCFF funding purposes.

Projected General Fund Revenue for the 2026-27 School Year	**Amount Whole Numbers**
Total LCFF Funds	$194,097,124.00
LCFF Supplemental & Concentration Grants	$40,979,553.00
All Other State Funds	$31,013,914.00
All Local Funds	$9,733,949.00
All federal funds	$8,566,977.00
Total Projected Revenue	$243,411,964

Total Budgeted Expenditures for the 2026-27 School Year	**Amount Whole Numbers**
Total Budgeted General Fund Expenditures	$251,190,285.00
Total Budgeted Expenditures in the LCAP	$202,374,628.00
Total Budgeted Expenditures for High Needs Students in the LCAP	$49,901,007.00
Expenditures not in the LCAP	$48,815,657

Expenditures for High Needs Students in the 2025-26 School Year	**Amount Whole Numbers**
Total Budgeted Expenditures for High Needs Students in the LCAP	$46,654,602.00
Actual Expenditures for High Needs Students in LCAP	$39,642,052.00

Funds for High Needs Students	**Amount [AUTO-CALCULATED]**
2026-27 Difference in Projected Funds and Budgeted Expenditures	$8,921,454
2025-26 Difference in Budgeted and Actual Expenditures	$7,012,550

Required Prompts(s)	**Response(s) [FIELDS WILL APPEAR IF REQUIRED]**
Briefly describe any of the General Fund Budget Expenditures for the school year not included in the Local Control and Accountability Plan (LCAP).	Expenditures not included in the LCAP include: Health Services and Administrative Services, such as Maintenance, Facilities, Security, and Transportation.

The total actual expenditures for actions and services to increase or improve services for high needs students in 2025-26 is less than the total budgeted expenditures for those planned actions and services. Briefly describe how this difference impacted the actions and services and the overall increased or improved services for high needs students in 2025-26.	Although all planned funds were not expended, all actions and services were implemented and did not affect the overall increase or improved services for high need students in 2025-26.

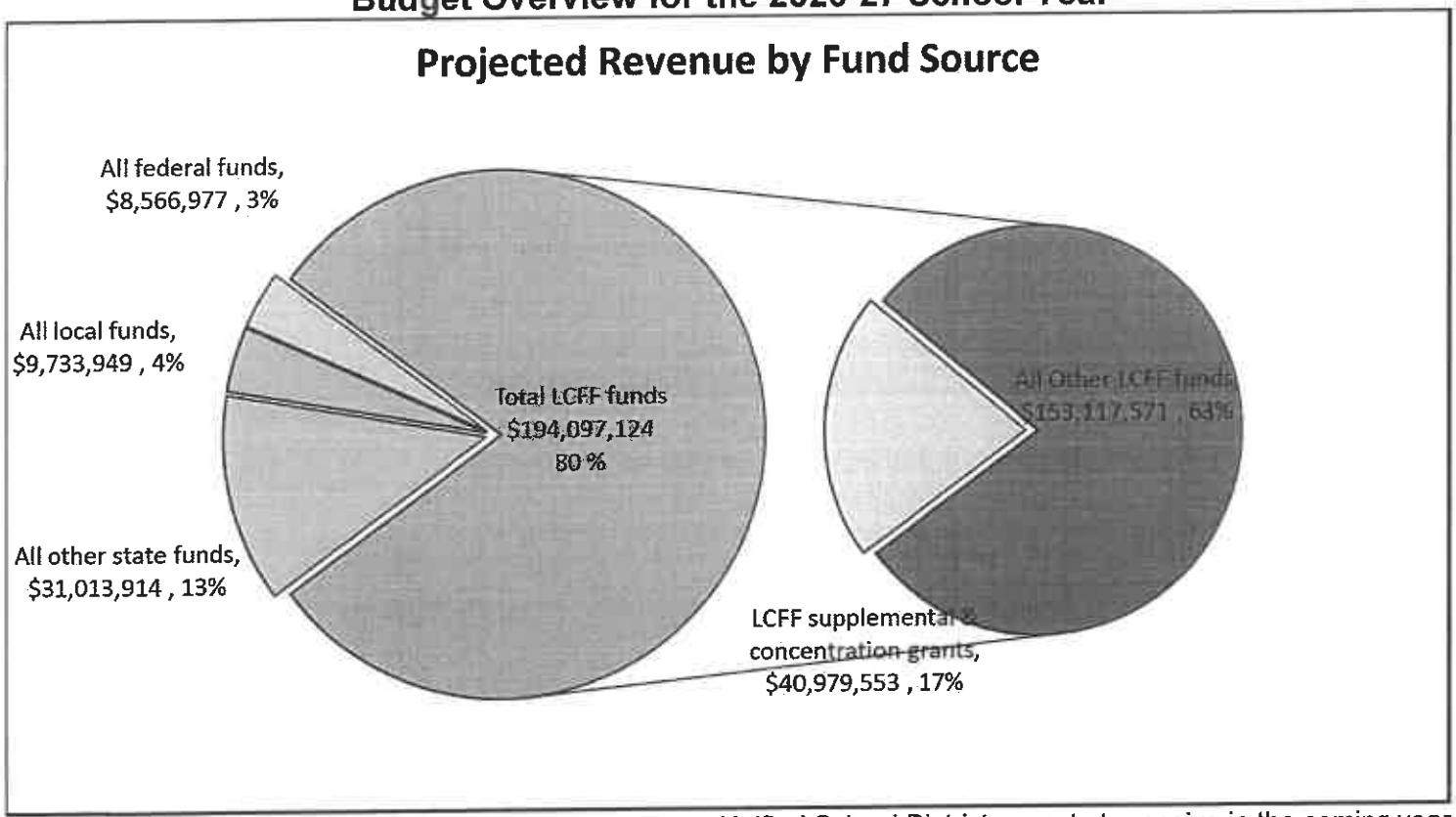
TRACY

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Tracy Unified School District
CDS Code: 39754990000000
School Year: 2026-27
LEA contact information:
Dr. Michael Bunch
Director of Continuous Improvement, State and Federal Programs
mbunch@tusd.net
209 830-3210

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2026-27 School Year

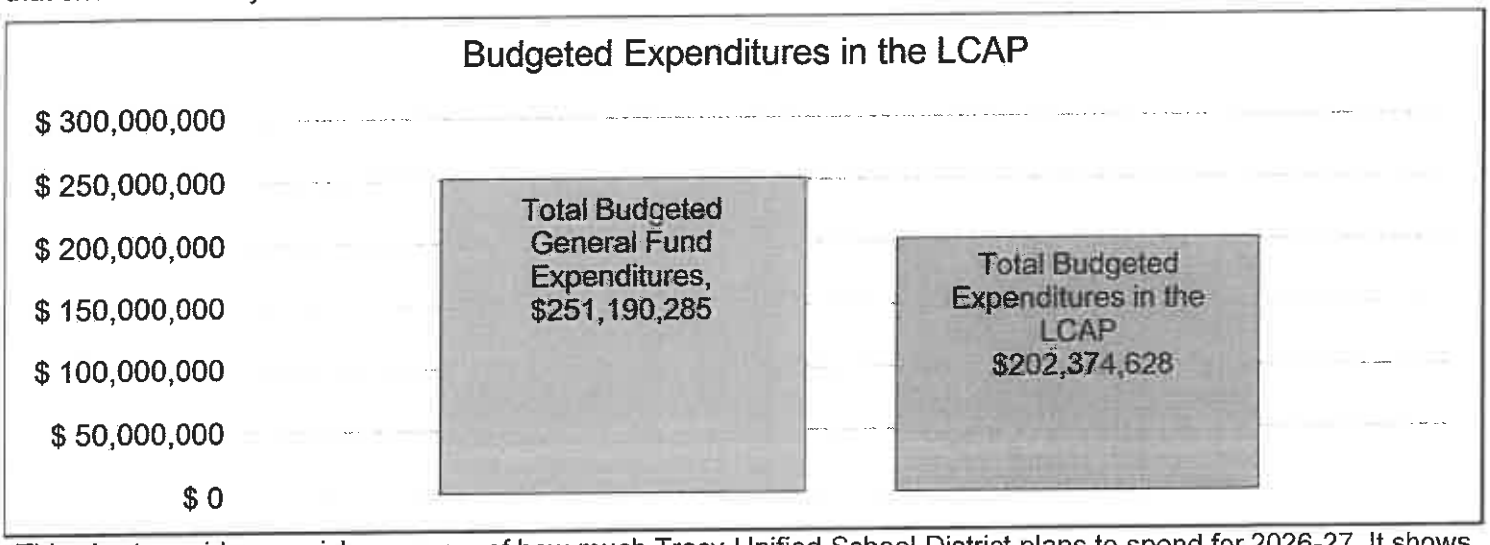


This chart shows the total general purpose revenue Tracy Unified School District expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Tracy Unified School District is $243,411,964, of which $194,097,124.00 is Local Control Funding Formula (LCFF), $31,013,914.00 is other state funds, $9,733,949.00 is local funds, and $8,566,977.00 is federal funds. Of the $194,097,124.00 in LCFF Funds, $40,979,553.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Tracy Unified School District plans to spend for 2026-27. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Tracy Unified School District plans to spend $251,190,285.00 for the 2026-27 school year. Of that amount, $202,374,628.00 is tied to actions/services in the LCAP and $48,815,657 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

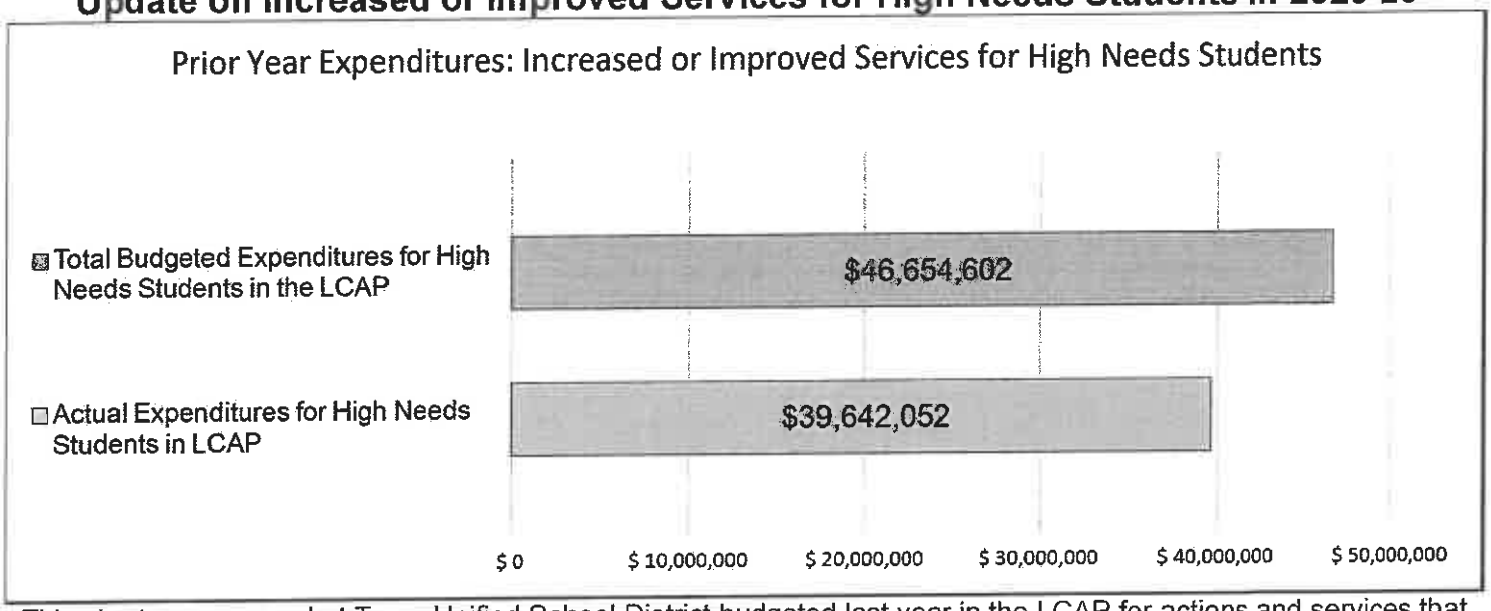
Expenditures not included in the LCAP include: Health Services and Administrative Services, such as Maintenance, Facilities, Security, and Transportation.

Increased or Improved Services for High Needs Students in the LCAP for the 2026-27 School Year

In 2026-27, Tracy Unified School District is projecting it will receive $40,979,553.00 based on the enrollment of foster youth, English learner, and low-income students. Tracy Unified School District must describe how it intends to increase or improve services for high needs students in the LCAP. Tracy Unified School District plans to spend $49,901,007.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2025-26



This chart compares what Tracy Unified School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Tracy Unified School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2025-26, Tracy Unified School District's LCAP budgeted $46,654,602.00 for planned actions to increase or improve services for high needs students. Tracy Unified School District actually spent $39,642,052.00 for actions to increase or improve services for high needs students in 2025-26.

The difference between the budgeted and actual expenditures of $7,012,550 had the following impact on Tracy Unified School District's ability to increase or improve services for high needs students:

Although all planned funds were not expended, all actions and services were implemented and did not affect the overall increase or improved services for high need students in 2025-26.

TRACY
UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Robert Pecot, Superintendent
DATE: June 12, 2026
SUBJECT: **Approve the 2026-2027 Designation of CIF Representatives to League**

BACKGROUND: Each year, the California Interscholastic Federation requires the district to designate the names of the league representatives to make sure that the league representatives are designated by the school district governing board.

RATIONALE: It is a legal requirement that league representatives be so designated. If a governing board does not take appropriate action to designate representatives or this information is not given to section offices within the required time frame, CIF is required to suspend voting privileges for the affected schools. Our designated representatives are listed on the attachment.

FUNDING: N/A.

RECOMMENDATION: Approve the 2026-2027 Designation of CIF Representatives to League.

Prepared by: Dr. Robert Pecot, Superintendent.

2026-2027 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE no later than June 26, 2026.**

Tracy Unified School District School District/Governing Board at its June 23, 2026 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2026-2027 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Kimball High School
NAME OF REPRESENTATIVE Amanda Bowman POSITION Principal
ADDRESS 3200 Jaguar Run CITY Tracy ZIP 95377
PHONE 209-832-6600 FAX 209-832-6601 E-MAIL abowman@tusd.net

****

NAME OF SCHOOL Kimball High School
NAME OF REPRESENTATIVE TBD POSITION Athletic Director
ADDRESS 3200 Jaguar Run CITY Tracy ZIP 95377
PHONE 209-832-6600 FAX 209-832-6601 E-MAIL TBD

****

NAME OF SCHOOL Tracy High School
NAME OF REPRESENTATIVE Jon Waggle POSITION Principal
ADDRESS 315 E. 11th Street CITY Tracy ZIP 95376
PHONE 209-830-3360 FAX 209-830-3361 E-MAIL jwaggle@tusd.net

****

NAME OF SCHOOL Tracy High School
NAME OF REPRESENTATIVE Matt Shrout POSITION Athletic Director
ADDRESS 315 E. 11th Street CITY Tracy ZIP 95376
PHONE 209-830-3360 FAX 209-830-3361 E-MAIL mshrout@tusd.net

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Robert Pecot Signature

Address 1875 W. Lowell Avenue City Tracy Zip 95376

Phone 209-830-3201 Fax 209-830-3204

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE

2026-2027 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE no later than June 26, 2026.**

Tracy Unified School District School District/Governing Board at its June 23, 2026 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2026-2027 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL West High School
NAME OF REPRESENTATIVE Gary Henderson POSITION Principal
ADDRESS 1775 W. Lowell Avenue CITY Tracy ZIP 95376
PHONE 209-830-3370 FAX 209-830-3371 E-MAIL ghenderson@tusd.net

****

NAME OF SCHOOL West High School
NAME OF REPRESENTATIVE Derek Solano POSITION Athletic Director
ADDRESS 1775 W. Lowell Avenue CITY Tracy ZIP 95376
PHONE 209-830-3370 FAX 209-830-3371 E-MAIL dsolano@tusd.net

****

NAME OF SCHOOL
NAME OF REPRESENTATIVE POSITION
ADDRESS CITY ZIP
PHONE FAX E-MAIL

****

NAME OF SCHOOL
NAME OF REPRESENTATIVE POSITION
ADDRESS CITY ZIP
PHONE FAX E-MAIL

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Robert Pecot Signature

Address 1875 W. Lowell Avenue City Tracy Zip 95376

Phone 209-830-3201 Fax 209-830-3204

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

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

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (May 2026)

Prepared by: Lori Nelson, Director of Financial Services.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

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

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (May 2026)

Prepared by: Lori Nelson, Director of Financial Services.

Pay Date 05/08/2026 Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	SACS Object	Amount	
01	1100	782,633.65	Teachers' Salaries
	1200	1,184.41	Cert Pupil Support Salaries
	1300	2,184.98	
	1900	24,164.32	Other Certificated Salaries
	2100	100,725.59	Instructional Aides' Salaries
	2200	238,420.79	Classified Support Salaries
	2400	19,102.76	Clerical & Office Salaries
	2900	17,605.26	Other Classified Salaries
	Total Labor	**1,186,021.76**	

Fund	SACS Object	Amount	
01	3101	106,431.22	STRS On 1000 Salaries
	3201	201.75	PERS On 1000 Salaries
	3202	15,109.89	PERS On 2000 Salaries
	3301	14,132.31	
	3302	20,708.83	
	3501	405.44	State Unemploy On 1000 Salary
	3502	186.84	State Unemploy On 2000 Salary
	3601	13,902.36	Worker'S Comp Ins On 1000 Sal
	3602	6,449.67	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**177,528.31**	

Fund	SACS Object	Amount	
09	2100	1,156.20	Instructional Aides' Salaries
	Total Labor	**1,156.20**	

Fund	SACS Object	Amount	
09	3302	31.79	
	3502	0.58	State Unemploy On 2000 Salary
	3602	19.84	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**52.21**	

Fund	SACS Object	Amount	
11	1100	14,506.02	Teachers' Salaries
	1200	1,184.41	Cert Pupil Support Salaries
	2400	403.11	Clerical & Office Salaries
	Total Labor	**16,093.54**	

Fund	SACS Object	Amount	
11	3101	2,220.91	STRS On 1000 Salaries
	3301	227.53	
	3302	30.84	
	3501	7.86	State Unemploy On 1000 Salary
	3502	0.20	State Unemploy On 2000 Salary
	3601	269.24	Worker'S Comp Ins On 1000 Sal
	3602	6.92	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**2,763.50**	

Fund	SACS Object	Amount	
12	1100	982.33	Teachers' Salaries
	2100	10,474.37	Instructional Aides' Salaries
	Total Labor	**11,456.70**	

Fund 12	SACS Object	Amount	
	3102	8.91	STRS On 2000 Salaries
	3202	1,668.89	PERS On 2000 Salaries
	3301	75.15	
	3302	633.70	
	3501	0.48	State Unemploy On 1000 Salary
	3502	5.24	State Unemploy On 2000 Salary
	3601	16.85	Worker'S Comp Ins On 1000 Sal
	3602	179.74	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**2,588.96**	

Fund 13	SACS Object	Amount	
	2200	24,515.80	Classified Support Salaries
	2300	423.69	
	2400	46.24	Clerical & Office Salaries
	Total Labor	**24,985.73**	

Fund 13	SACS Object	Amount	
	3202	2,204.86	PERS On 2000 Salaries
	3302	1,115.85	
	3502	12.48	State Unemploy On 2000 Salary
	3602	428.74	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**3,761.93**	

ERP for California

Pay Date 05/29/2026 Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	6,158,231.95	Teachers' Salaries
	1200	790,224.55	Cert Pupil Support Salaries
	1300	753,917.50	Cert Suprvsrs' & Admins' Sal
	1900	203,739.93	Other Certificated Salaries
	2100	1,049,126.24	Instructional Aides' Salaries
	2200	1,356,496.59	Classified Support Salaries
	2300	307,982.23	Class Suprvsrs' & Admins' Sal
	2400	663,530.54	Clerical & Office Salaries
	2900	83,570.65	Other Classified Salaries
	Total Labor	**11,366,820.18**	

Fund 01	SACS Object	Amount	
	3101	1,437,888.29	STRS On 1000 Salaries
	3102	13,962.50	STRS On 2000 Salaries
	3201	94,960.77	PERS On 1000 Salaries
	3202	896,892.46	PERS On 2000 Salaries
	3301	130,223.86	
	3302	250,445.79	
	3401	747,473.50	
	3402	407,642.44	
	3501	3,952.91	State Unemploy On 1000 Salary
	3502	1,728.38	State Unemploy On 2000 Salary
	3601	135,668.44	Worker'S Comp Ins On 1000 Sal
	3602	59,385.64	Worker'S Comp Ins On 2000 Sal
	3701	67,572.99	
	3702	34,298.81	
	3901	140.88	
	Total Contributions	**4,282,237.66**	

Fund 09	SACS Object	Amount	
	1100	224,168.65	Teachers' Salaries
	1200	12,270.00	Cert Pupil Support Salaries
	1300	11,682.51	Cert Suprvsrs' & Admins' Sal
	2400	15,980.84	Clerical & Office Salaries
	Total Labor	**264,102.00**	

Fund 09	SACS Object	Amount	
	3101	47,391.08	STRS On 1000 Salaries
	3202	4,284.46	PERS On 2000 Salaries
	3301	3,315.23	
	3302	1,180.56	
	3401	20,788.83	
	3402	2,509.97	
	3501	124.06	State Unemploy On 1000 Salary
	3502	7.99	State Unemploy On 2000 Salary
	3601	4,257.71	Worker'S Comp Ins On 1000 Sal
	3602	274.23	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**84,134.12**	

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

Fund 11	SACS Object	Amount	
	3101	13,224.52	STRS On 1000 Salaries
	3202	3,489.77	PERS On 2000 Salaries
	3301	948.11	
	3302	984.89	
	3401	5,158.76	
	3402	1,418.98	
	3501	34.62	State Unemploy On 1000 Salary
	3502	6.53	State Unemploy On 2000 Salary
	3601	1,188.13	Worker'S Comp Ins On 1000 Sal
	3602	223.35	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**26,677.66**	

Fund 12	SACS Object	Amount	
	2100	66,223.59	Instructional Aides' Salaries
	2300	6,346.88	Class Suprvsrs' & Admins' Sal
	2400	6,824.05	Clerical & Office Salaries
	Total Labor	**79,394.52**	

Fund 12	SACS Object	Amount	
	3102	718.53	STRS On 2000 Salaries
	3202	17,001.54	PERS On 2000 Salaries
	3302	5,236.32	
	3402	2,966.08	
	3502	39.70	State Unemploy On 2000 Salary
	3602	1,362.40	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**27,324.57**	

Fund 13	SACS Object	Amount	
	2200	229,086.03	Classified Support Salaries
	2300	52,737.19	Class Suprvsrs' & Admins' Sal
	2400	16,624.25	Clerical & Office Salaries
	Total Labor	**298,447.47**	

Fund 13	SACS Object	Amount	
	3202	75,013.49	PERS On 2000 Salaries
	3302	21,301.00	
	3402	24,279.22	
	3502	149.28	State Unemploy On 2000 Salary
	3602	5,121.36	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**125,864.35**	

Fund 21	SACS Object	Amount	
	2400	2,682.52	Clerical & Office Salaries
	Total Labor	**2,682.52**	

Fund 21	SACS Object	Amount	
	3202	719.18	PERS On 2000 Salaries
	3302	205.22	
	3402	298.39	
	3502	1.34	State Unemploy On 2000 Salary
	3602	46.03	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**1,270.16**	

Fund 25	SACS Object	Amount	
	2400	766.43	Clerical & Office Salaries
	Total Labor	**766.43**	

Fund 25	SACS Object	Amount	
	3202	205.48	PERS On 2000 Salaries
	3302	58.63	
	3402	85.25	
	3502	0.38	State Unemploy On 2000 Salary
	3602	13.15	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**362.89**	

ERP for California

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

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

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (May 2026)

Prepared by: Lori Nelson, Director of Financial Services.

TUSD
REVOLVING CASH FUND
May 2026

Date	Num	Name	Memo	Paid Amount
05/06/2026	10314	Panda Express 807	PO26-01215 5/7/26 Stemline	
			01-0000-0-1110-2140-4300-800-1009	-251.14
TOTAL				-251.14
05/11/2026	10321	TOGO'S	PO26-02165 School Readiness 5/13/26	
			12-6127-0-7110-1000-4300-400-3002	-614.00
TOTAL				-614.00
05/06/2026	10314	Panda Express 807	PO26-01215 5/7/26 Stemline	
			01-0000-0-1110-2140-4300-800-1009	-251.14
TOTAL				-251.14
05/06/2026	10315	Olive Garden	PO26-02212 School Readiness Meet 5/8/26	
			12-6127-0-7110-1000-4300-400-3002	-156.96
TOTAL				-156.96
05/06/2026	10316	Taqueria La Mexicana	PO26-03307 WHS Staff Appreciation	
			01-0000-0-1110-1000-4300-700-2323	-211.10
TOTAL				-211.10
05/06/2026	10317	Taqueria La Mexicana	REQ26-03545 Bohn End of Year Lunch	
			01-0000-0-1110-1000-4300-100-2323	-476.30
TOTAL				-476.30
05/06/2026	10318	University Enterprises Corp at CS...	Conference Registration Susie Kim WHS	
			01-6770-0-1110-2140-5200-700-2744	-750.00
TOTAL				-750.00
05/07/2026	10319	Olive Garden	Stein PO26-03304 5/8/26	
			01-0000-0-1110-1000-4300-550-2323	-470.89
TOTAL				-470.89
05/11/2026	10320	Taqueria La Mexicana	5/12/26 PO26-00352	
			01-0000-0-0000-7150-5800-800-1101	-211.10
TOTAL				-211.10
05/11/2026	10321	TOGO'S	PO26-02165 School Readiness 5/13/26	
			12-6127-0-7110-1000-4300-400-3002	-614.00
TOTAL				-614.00

TUSD
REVOLVING CASH FUND
May 2026

Date	Num	Name	Memo	Paid Amount
05/11/2026	10322	Olive Garden	School readiness PO26-02212 5/12/26	
			12-6127-0-7110-1000-4300-400-3002	-163.44
TOTAL				-163.44

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: June 23, 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/Kimball High School

1. County of San Joaquin – $500.00, check#90024848: Donation to Kimball High School to be used toward transportation fees for their Mock Trial program.
2. Photo 360 – $936.00, check#2213: Donation to Tracy High AG Science Scholarship.

Donations Received by Tracy Unified School District/West High School

1. James McDermott (Post 172 American Legion) - $2,000.00, check#8854: Donation to JROTC Program.

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, Associate Superintendent of Business Services
DATE: June 23, 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	*Approved*	*Current*
Kimball High School Music Booster Club	*Recommended for approval*	*Current*
Tracy High Dance Booster Club	*Approved*	*Current*
Tracy High Football Booster Club	*Approved*	*Current*
West High FFA Alumni and Supporters Booster Club	*Approved*	*Current*
West High Music Booster Club	*Approved*	*Current*

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 23, 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 23, 2026

A.

Vendor:	Arbiter
Sites:	District-Wide
Item:	One-year renewal
Services:	Provides a streamlined service for paying sports officials involved in high school sports.
Cost:	$5,270.00
Project Funding:	General Fund

B.

Vendor:	School Services of California, Inc.
Sites:	Tracy Unified School District
Item:	Agreement for Special Services
Services:	The Business Services division has contracted for many years with School Services of California. Their services are critical to budget development and implementation. In addition, their information services provide guidance on fiscal legislation, new mandates, and information relating to the local mandate reimbursement process.
Cost:	$5,160.00
Project Funding:	General Fund

C.

Vendor:	Civic Permits, Inc.
Sites:	District-Wide
Item:	Purchase Order
Services:	Annual subscription for the District's Civic Permit Facility Use software with customer support.
Cost:	$5,083.00
Project Funding:	General Fund

D.

Vendor:	ITS Enterprises, Inc.
Sites:	Tracy High School
Item:	Proposal
Services:	DSA Project Inspector on the Scoreboard Project
Cost:	$6,250.00
Project Funding:	Site Funds

E.

Vendor:	Keenan & Associates/NorCal Relief
Sites:	Tracy Unified School District
Item:	Property and Liability Insurance Renewal for the 26.27 fiscal Year
Services:	Property and liability insurance includes premises and vehicles, real property and contents, crime/employee dishonesty, active assailant, electronic data processing, equipment breakdown, excess liability, cyber liability claims administration, NorCal Relief claims administration, safety inspections, and real property appraisals.
Cost:	$1,820,664.00
Project Funding:	General Fund/Risk Management

F.

Vendor:	Sherwin Williams
Sites:	Freiler Elementary School
Item:	Proposal
Services:	Material for painting the school site
Cost:	$19,759.90
Project Funding:	Measure O Bond

G.

Vendor:	Sherwin Williams
Sites:	Jacobson Elementary School
Item:	Proposal
Services:	Material for painting the school site
Cost:	$17,519.90
Project Funding:	Measure O Bond

H.

Vendor:	Sherwin Williams
Sites:	Bohn Elementary School
Item:	Proposal
Services:	Material for painting the school site
Cost:	$16,139.90
Project Funding:	Measure O Bond

I.

Vendor:	Sherwin Williams
Sites:	George Kelly Elementary School
Item:	Proposal
Services:	Material for painting the school site
Cost:	$16,069.65
Project Funding:	Measure O Bond

J.

Vendor:	Sherwin Williams
Sites:	Hirsch Elementary School
Item:	Proposal
Services:	Material for painting the school site
Cost:	$16,579.70
Project Funding:	Measure O Bond

K.

Vendor:	Cumming Group
Sites:	Poet Elementary School
Item:	Proposal
Services:	Construction Management Services for painting project
Cost:	$22,029.00
Project Funding:	Measure O Bond

L.

Vendor:	BZ Construction
Sites:	Tracy High School
Item:	Proposal notice of intent to award
Services:	Construction installation for Score Board
Cost:	$355,789.50
Project Funding:	Site Fund

M.

Vendor:	City of Tracy
Sites:	District wide
Item:	Purchase Order
Services:	Alarm permit fees for all TUSD school sites
Cost:	$5,499.00
Project Funding:	General Fund

N.

Vendor:	Department of Industrial Relations
Sites:	District wide
Item:	Purchase Order
Services:	Open Purchase Order for TUSD Fiscal Year 2026-27 for Elevator/Wheelchair Lift Permit fees
Cost:	$5,000.00
Project Funding:	General Fund

O.

Vendor:	San Joaquin County Environmental Health Dept
Sites:	District wide
Item:	Purchase Order
Services:	Open Purchase Order for Hazardous Waste fees for all TUSD Sites
Cost:	$5,000.00
Project Funding:	General Fund

P.

Vendor:	South San Joaquin County Fire Authority
Sites:	District wide
Item:	Purchase Order
Services:	Fire inspection fees for 26.27 school year
Cost:	$5,000.00
Project Funding:	General Fund

Q.

Vendor:	WGR Southwest Inc.
Sites:	Tracy Unified School District
Item:	Purchase Order
Services:	Provide Support for Tracy Unified School District's Storm Water Management Program
Cost:	$3,000.00
Project Funding:	General Fund

R.

Vendor:	Fedex Office
Sites:	Tracy Unified School District
Item:	Purchase Order
Services:	Open Purchase Order for TUSD Fiscal Year 2026-27 for Printing Services
Cost:	$1,500.00
Project Funding:	General Fund

S.

Vendor:	FGL Environmental
Sites:	Tracy Unified School District
Item:	Purchase Order
Services:	Stormwater testing services
Cost:	$500.00
Project Funding:	General Fund

T.

Vendor:	Forensic Analytical Consulting Services, Inc
Sites:	Tracy Unified School District
Item:	Purchase Order
Services:	Standard AHERA Inspections and Management Plan
Cost:	$3,000.00
Project Funding:	General Fund

U.

Vendor:	Pacific Contractors Group
Sites:	Freiler Elementary School
Item:	Proposal
Services:	Painting of the whole site
Cost:	$158,000.00
Project Funding:	Measure O Bond

V.

Vendor:	George E. Masker
Sites:	Jacobson Elementary School
Item:	Proposal
Services:	Painting of whole site
Cost:	$111,000.00
Project Funding:	Measure O Bond

W.

Vendor:	George E. Masker
Sites:	Bohn Elementary School
Item:	Proposal
Services:	Painting of the whole site
Cost:	$91,000.00
Project Funding:	Measure O Bond

X.

Vendor:	Athens Painting
Sites:	George Kelly Elementary School
Item:	Proposal
Services:	Painting of the whole site
Cost:	$152,326.00
Project Funding:	Measure O Bond

Y.

Vendor:	Affordable Quality Painting
Sites:	Hirsch Elementary School
Item:	Proposal
Services:	Painting of the whole site
Cost:	$104,150.00
Project Funding:	Measure O Bond

Z.

Vendor:	All City Management Services
Sites:	North School
Item:	Service Agreement
Services:	School crossing guard services at North School for summer school (K-8 Intervention Program).
Cost:	$1,495.26
Project Funding:	General Fund

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 4, 2026
SUBJECT: **Approve Agreement for Pioneer Days Field Trips at the Historic Lammersville Schoolhouse and the Tracy Museum for the 2026-2027 School Year**

BACKGROUND: The Tracy Unified School District has is sending school sites to learn about Pioneer school at the historic Schoolhouse and its museum. In the past school sites were required to fundraise, and Title 1 schools were given a discount by the West Side Pioneer Association of Tracy. Now that all sites are Title 1, it is no longer financially feasible for all sites to be given the discount. Due to the popularity of the program, and the potential for some schools not to participate if fundraising efforts fall short, Tracy Unified will be using district funds to support the event to ensure that all students are able to participate. Our costs will allow West Side Pioneer Association of Tracy to continue to hire their staff members to run the program in partnership with our classroom teachers.

RATIONALE: The Pioneer School and Museum visit is a valuable learning experience for students. Tracy Unified School District wants to ensure that all students, regardless of family income, are able to participate in this event.

FUNDING: Funding for this contract includes up to $350 per classroom schoolhouse visit, and up to $50 per classroom museum visit, using Title I funding, not to exceed $16,000 total for the year.

RECOMMENDATION: Approve Agreement for Pioneer Days Field Trips at the Historic Lammersville Schoolhouse and the Tracy Museum for the 2026-2027 School Year.

Prepared by: Dr. Zachary Boswell, Associate Superintendent of Educational Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Pioneer Days at the Historic Lammersville Schoolhouse and the Tracy Museum, 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:

   Pioneer Days at the Historic Lammersville Schoolhouse and the Tracy Museum.
   Funding for this contract includes up to $350 per classroom schoolhouse visit, and up to $50 per classroom museum visit, not exceed $16,000 total for the 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 N/A 0 ( ) HOURS, under the terms of this agreement at the following location 1141 Adam St, Tracy -Schoolhouse, 1141 Adam Street, Tracy-Museum

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 $16,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $16,000.00 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 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, Zack 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:

Patricia Little Brandes
Contractor Signature 06/04/2026

Treasurer
Title

Business Services Review Yes

Tracy Unified School District

Date

Funding Source

District Office
Site/Department:

Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 22, 2025
SUBJECT: **Approve Professional Development for TUSD High School Drama and Theater Departments**

BACKGROUND: Since 2024, TUSD has contracted with former theater teacher, Geri Neylan, to provide support and professional development services to our three high school theater programs. We are proposing to continue these contract services for the 2026-2027 school year.

RATIONALE: Tracy Unified School District will provide Professional Development to the TUSD High School Drama and Theater Departments for the 2026-2027 school year.

This contract includes a total of up to 350 hours of professional development and coaching for the 2026-2027 school year to support Kimball High School, West High School, and Tracy High School.

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

FUNDING: The total cost for professional development is $ 35,000.00 and will be paid by the 0709 funding source.

RECOMMENDATION: Approve Professional Development for TUSD High School Drama and Theater Departments.

Prepared by: Dr. Zachary Boswell, Associate Superintendent of Educational Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Geri Neylan, 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 TUSD Drama and Theatre depts to include: Provide clear guidance and support with production preparation, assist with audition process, provide teacher content professional development, provide director guidance and professional development, provide booster club 101 professional development, and provide dialect coaching. 350 hours for $35,000.00. To be paid total amount in May 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 350 (350) HOURS, under the terms of this agreement at the following location Tracy Unified School District

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

   a. District shall pay $ 35,000.00 per FLAT RATE, not to exceed a total of $35,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 07/01/2026, and shall terminate on 05/15/2027.

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, Zachary Boswell, at 209-830-3200 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.

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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:

Geri Neylan
Contractor Signature 05/14/2026

TUSD Theatre Consultant
Title

Business Services Review Yes

Tracy Unified School District

Date

Educational Services
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: June 1, 2026
SUBJECT: **Approve Agreement with Attendly, Inc. to Provide an After School Management System**

BACKGROUND: The Expanded Learning Opportunities Program (ELOP) and After School Education and Safety (ASES) programs require districts to maintain accurate student enrollment, attendance, reporting, and compliance records. Recent California Department of Education (CDE) requirements have increased the need for detailed attendance tracking and CALPADS reporting for expanded learning programs, including new attendance recovery data collection requirements.

Attendly (Attendly, Inc.) is a California-based expanded learning program management platform designed specifically for TK–12 public school districts. The platform integrates directly with the district's Student Information System (Aeries), allowing student demographic data, enrollment information, and attendance records to synchronize automatically. Attendly is purpose-built to support California expanded learning programs, including ELOP and ASES, while streamlining compliance, attendance management, family registration, and state reporting requirements.

RATIONALE: Approval of the agreement with Attendly will provide Tracy Unified School District with a centralized platform to manage expanded learning programs more efficiently and effectively. The system will:

- Automate synchronization of student data from Aeries, reducing manual data entry and administrative workload.
- Improve accuracy of enrollment, attendance, and program participation records.
- Support compliance with California ELOP, ASES, and CALPADS reporting requirements.
- Enhance attendance tracking and attendance recovery documentation to support funding accountability.
- Streamline family registration, communication, and program management processes across school sites.
- Provide district staff with real-time access to program participation data, reporting tools, and compliance documentation.

Implementation of Attendly will improve operational efficiency, strengthen compliance monitoring, and support the district's ongoing efforts to provide high-quality expanded learning opportunities for students while ensuring accurate reporting and stewardship of state funding.

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 Attendly shall not exceed $272,400.00.

RECOMMENDATION: Approve Agreement with Attendly, Inc. to Provide an After School Management System.

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

Attendly

Afterschool Program Management Platform

PROPOSAL FOR AFTERSCHOOL PROGRAM MANAGEMENT

Tracy Unified School District | Prepared March 2026

District Profile

Based on our discovery conversation, the following reflects the scope of your program.

After School Program Sites	16
Current Enrollment	~3,200 students
Target Enrollment	9,000–10,000 students (unduplicated)
Total District Enrollment	~13,000 students
Grant Funding	ELOP + ASES
Student Information System	Aeries
Communication Platform	ParentSquare
Programs	Regular school day, summer, intersession
Current Provider	Boys and Girls Club (expanding)
CALPADS Reporting	Required (ELOP + Attendance Recovery)

What Attendly Provides

Core Platform — After School Program Management

- Parent-facing enrollment portal, pre-populated from Aeries (no manual form entry)
- Schedule conflict detection prevents double-registration
- Multi-language support (English, Spanish, Vietnamese, Hmong, Punjabi, Farsi)
- Granular role-based access for district admins, site coordinators, and providers
- PIN-based secure student checkout with full audit trail
- Bulk attendance check-in/check-out with configurable edit windows
- District-wide enrollment and attendance reporting dashboard
- ASES (ASSIST) compliance reporting, automated

Attendance Recovery Module

- Automated AR eligibility tagging via nightly Aeries sync (absence codes you define)

- Dual-program registration flow (attendance recovery + enrichment), required for compliance
- ADA calculation formatted for P1/P2 apportionment submission
- Days recovered by site, grade, and student — downloadable for ParentSquare targeting
- Digital teacher attestation (end of month), replacing paper sign-out
- Staffing audit reports to optimize program cost vs. revenue

CALPADS Automation

- LEAP and status file reports pre-built for 25-26
- IT department no longer runs manual CALPADS queries --
- Attendance recovery CALPADS data submission support included

Native Aeries Integration (via API)

- Student data (name, DOB, grade, site, contacts, emergency pickups) pulled live from Aeries
- Absence data synced nightly for attendance recovery eligibility
- Diagnostic/intervention data (SART/SARB) available in student card view
- Custody/alert flags surfaced as notifications (red indicator) without exposing Aeries data to providers
- Parent login uses Aeries email/phone — no separate account creation required

Investment Summary

Pricing is based on enrolled student count. Two tiers are shown below — current enrollment (3,200) and target enrollments (6,000 and 10,000). Note that per-student cost decreases significantly after 5,000 students.

Line Item	Scenario 1 (3,200 Students)	Scenario 2 (6,000 Students)	Scenario 3 (10,000 Students)	Notes
Base Platform	$102,000	$105,000	$175,000	$32/student → $17.50/student
Attendance Recovery*	$57,600	$93,000	$120,000	$18/student → $15.50/student
CALPADS Automation	$15,000	$15,000	$15,000	Flat fee
First-Year Setup Fee (30%)	$47,880	$59,400	$89,100	Applied to base + AR only
Year 1 Total	**$222,480**	**$272,400**	**$399,100**	
Renewal (Year 2+)	**$174,600**	**$213,000**	**$310,000**	

**Attendance Recovery includes a projected revenue recovery of $750K+*

Notes:

- The 30% first-year setup fee covers implementation, Aeries integration setup, on-site training, and launch day support. It is applied to base + AR fees only, not CALPADS.
- Unlimited provider accounts included at no additional cost.
- Platform improvements and California regulatory updates are included at no additional charge during the contract term. New modules (e.g., Saturday School) can be added at any time.

Estimated Attendance Recovery Revenue

Based on your district enrollment and projected ELOP/ASES braiding, estimated annual attendance recovery revenue is in the range of $750,000+. This is based on unduplicated student population, typical absence rates in similar California districts, and summer + intersession program participation. We can provide an accurate revenue recovery amounts with actual data when needed.

At either pricing tier, the platform is designed to pay for itself through attendance recovery revenue within the first year of operation.

A detailed revenue projection with the math behind it has been provided as a separate document.

Implementation Timeline

Milestone	Target Date	Description
Agreement Signed	April/May 2026	Board approval cycle — we can begin parallel work immediately upon verbal/written intent
Kickoff & IT Setup	May/June 2026	Aeries integration configured, programs built, admin training
Staff Training	July 2026	On-site 90-minute training for all staff using the platform
Registration Opens	Mid-July 2026	Parents register for Boys and Girls Club care program; district-led programs added in waves
Fall 2026 Launch	**August 2026**	**Full platform live — attendance, AR programs, reporting, CALPADS**

Next Steps

- Review this proposal and adjust student count to the tier that best fits your planning.
- Share the IT Integration Brief (attached) with your ISET Director.
- If your district is a CITE member, the ISET Director can sign Exhibit E in the CITE portal — that completes the data sharing agreement instantly.
- If not a CITE member, we can execute the same data sharing agreement directly — we will send the form.
- Let us know if a 30-minute call with Attendly and your IT director would be helpful. In our experience, most IT directors need about 30 minutes and are comfortable from there.
- Target: Board agenda submission by May 2026 for July kickoff.

About Attendly

Attendly (Attendly, Inc.) is a California-only afterschool program management platform serving K-12 public school districts. We exclusively serve California LEAs and are purpose-built for Aeries SIS integration, ELOP/ACES compliance, CALPADS reporting, and attendance recovery.

We currently partner with 10+ California districts, including Santa Ana USD, Beaumont USD, Merced City SD, Oakland USD, Romoland SD, Winters Joint USD, and others. Our platform is pre-approved through the CITE data sharing framework.

Questions: Vikrant Duggal, CEO — vikrant@attendly.com

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Attendly, 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 after-school management platform for Expanded Learning. Proposal attached with complete details.

   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 230 (230) DAYS, under the terms of this agreement at the following location District Office.

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

   a. District shall pay $ 272,400.00 per FLAT RATE, not to exceed a total of $272,400.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

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

5. This agreement may be terminated at any time during the term by either party upon 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 200-830-3294 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

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:

Vikrant Duggal
Contractor Signature

Founder and CEO
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: August 12, 2025
SUBJECT: **Approve Agreement for Contract Services with Operation Scholars for Two Behaviorist for the 2026-2027 School Year**

BACKGROUND: Operations Scholars is dedicated to creating a safe and supportive environment where youth can explore their identity, build character, and achieve their academic and personal aspirations. Through comprehensive social and emotional counseling, behavioral services, and assessments, the program supports diverse students in their journey toward success. Committed to fostering resilience, self-advocacy, and essential life skills, Operations Scholars empowers students to thrive academically and develop into confident, goal-driven leaders in an ever-evolving world.

RATIONALE: Tracy Unified will be continuing two intervention rooms as an alternative to suspension locations for 2026-2027. One room will be at North, one room will be at Stein. Students who have experienced trauma or exhibit negative and disruptive behaviors are considered high-risk and encounter daily challenges. Operation Scholars will implement Tier 2 whole-child approach interventions to provide support both in and outside the classroom, as well as during before- and after-school programs. This service is designed to help students develop skills in stress management, impulse control, behavioral regulation, respect for others, self-discipline, social awareness, and other key areas that influence behavior. The services of this program are in alignment with TUSD's LCAP Goal#2: Provide a safe and equitable learning environment for each student and staff member.

FUNDING: Fees shall not exceed $210,000.00 paid out of district 0709 funding.

RECOMMENDATION: Approve Agreement for Contract Services with Operation Scholars for Two Behaviorists for the 2026-2027 School Year.

Prepared by: Zachary Boswell, Associate Superintendent for Educational Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties:

   Provide two full-time Behaviorists to service TUSD intervention rooms. Behaviorist will have a caseload of students that they will meet with regarding behavioral concerns, as well as respond to behavior situations that arise on campus before, during and after school. Services are not limited to a specific number of students as long as the caseloads is within the capacity of the Behaviorist.

   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 181 ~~180~~ ( ) DAYS , under the terms of this agreement at the following location North & Stein

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

   a. District shall pay $ 77.00 per HOUR , not to exceed a total of $ 210,000.00 . Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

   c. District shall make payment on a 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 08/01/2026 , 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, Zachary Boswell, at 209-830-3200 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

   b. Contractor WILL have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Demarieya Nelson
Contractor Signature 06/04/2026

CEO /. Behaviorist
Title

Business Services Review Yes

Tracy Unified School District

Date

Funding Source

District Office
Site/Department:

Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 2, 2026
SUBJECT: **Approve Contract Services with Point Quest Pediatrics for All TUSD Schools for Additional Mental and Behavioral Health Services for 2026-2027 School Year**

BACKGROUND: Board Approval is requested to contract with Point Quest Pediatrics for the 2026-2027 School year. Point Quest creates and implements individualized Behavior and Mental Health Intervention Plans that incorporate proactive strategies and positive reinforcement to promote meaningful behavioral change. The Districts Continuous Improvement department would like to contract with Point Quest Pediatric Therapies for the 2026-2027 school year to provide credentialed General Education staffing services.

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

FUNDING: Expenses for 2026-2027 regular school year and related services will not exceed $1,000,000.00. This will be funded by District LCAP, 0709

RECOMMENDATION: Approve Contract Services with Point Quest Pediatrics for All TUSD Schools for Additional Mental and Behavioral Health Services for the 2026-2027 School Year.

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

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 Point Quest Pediatric Therapies, 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 educational, behavioral and therapeutic support for ALL TUSD students. Counselors will help students navigate educational challenges, set goals and develop life skills. Teach students effective communication strategies to express their needs appropriately. Monitor progress and reinforce behavior with real-time feedback.

   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 as needed 0 ( ) DAYS, under the terms of this agreement at the following location as needed at ALL TUSD schools

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

   a. District shall pay $ 48.00 per HOUR, not to exceed a total of $1,000,000.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

   c. District shall make payment on a 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 05/28/2027.

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, Michael Bunch, CBO at 209-830-3210 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:

Bryna Von Dorsten
Contractor Signature 06/09/2026

Senior Director Point Quest Pediatric Therapies
Title

Business Services Review Yes

Tracy Unified School District

Date

01-0709-0-1110-1000-5800-800-2744
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: June 4, 2026
SUBJECT: **Approve Renewal of Brainfuse, LLC Licenses for Middle School and High School Students for On-Demand Tutoring**

BACKGROUND: Tracy Unified School District's Title 1 Middle School and High School students would benefit with on-demand tutoring capabilities. Brainfuse HelpNow program offers instant support across all subjects. It provides live, video-enabled tutoring, an innovative writing lab, test preparation, and ESL/ELL assistance. Students can access help whenever they need it, while teachers can initiate support for small groups of students. The platform also features bilingual tutors, AI-driven translation, drawing tools and file sharing which allows for a highly personalized learning experience. HelpNow is designed to be easy to use and adaptable to various educational needs.

RATIONALE: TUSD's Student Advisory Committee recommended an online tool that can assist with their academic needs outside the classroom. HelpNow is a versatile tutoring platform, offering both instant, on-demand support and structured learning options. It covers everything from real-time homework help to specialized support in writing; ensuring that no student is left behind regardless of their level or background.

FUNDING: Funding Source is Title IV, 4127, Student Support and Academic Enrichment

RECOMMENDATION: Approve Renewal of Brainfuse, LLC Licenses for Middle School and High School Students for On-Demand Tutoring.

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

Brainfuse, LLC
271 Madison Ave. 3rd Floor
New York, NY 10016

COST PROPOSAL

Renewal Quote

Quote Date: 06/03/2026

Valid Until: 08/02/2026

Dates of Service: 08/01/2026 - 07/31/2027

Bill To:

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

Education Services	Term	Annual Fee
Brainfuse On-Demand: Online Tutoring Services	1 - year	$ 50,000.00
Unlimited 24/7 access to on-demand online tutoring services and writing lab		
Targeted live tutoring with pedagogical teaching techniques		
Comprehensive online writing lab founded on research-based methodologies		
Support for struggling and advanced learners including ESL/ELL, IEPs, and more		
Easy-to-use classroom with audio, video, whiteboard, file sharing, and screensharing		

Sub Total	**$ 50,000.00**
Grand Total	**$ 50,000.00**

Approved By: _____

Title: _____

Signature _____

Send approved quote or Purchase Order to activity@brainfuse.com

PLEASE NOTE THE FOLLOWING ABOUT OUR PRICING:

* There are no additional fees associated with Brainfuse services.

* Writing lab submissions are 35 minutes.

* Brainfuse charges rates which are all-inclusive (includes taxes and any other associative costs).

* All upcoming services, upgrades and enhancements will be included at no charge.

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 Brainfuse, LLC, 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 24/7 on demand tutoring for grades 6 to 12. HelpNow provides unscheduled, instant tutoring and homework help, features an innovative writing lab, high stakes assessments and test prep; also provides ELL/ESL Support and foreign language assistance.

   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 year 52( ) WEEKS, under the terms of this agreement at the following location TUSD

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

   a. District shall pay $50,000.00 per FLAT RATE, not to exceed a total of $50,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

   c. District shall make payment on a SINGLE PAYMENT 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 08/01/2027.

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, Michael Bunch, at 209-830-3210 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:

Troy Weiman
Contractor Signature 06/09/2026

Director of Accounts
Title

Business Services Review Yes

Tracy Unified School District

Date

01-4127-0-1110-1000-4300-800-2744
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: June 5, 2026
SUBJECT: **Receive Update on Quarterly Williams Complaint Report for the Quarter Ending June 30, 2026**

BACKGROUND: Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams settlements during the April 1, 2026 – June 30, 2026, reporting period.

RATIONALE: The quarterly report for the period of April 1, 2026, through June 30, 2026, has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports Strategic District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Strategic District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No cost.

RECOMMENDATION: Receive Update on Quarterly Williams Complaint Report for the Quarter Ending June 30, 2026.

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

San Joaquin County Office of Education
Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on *Williams* Uniform Complaints
[Education Code § 35186(d)]

District: Tracy Unified School District

Person completing this form: Michael Bunch, Ed. D. Title: Director of Continuous Improvement, State & Federal Programs

Quarterly Report Submission Date (*check one*):

	Quarter	Period Coverage	Due Date
☐	1st Quarter	October 1 – December 31	Wednesday, January 14, 2026
☐	2nd Quarter	January 1 – March 31	Wednesday, April 15, 2026
☑	3rd Quarter	April 1 – June 30	Wednesday, July 15, 2026
☐	4th Quarter	July 1 – September 30	Wednesday, October 14, 2026

Date for information to be reported publicly at governing board meeting: June 23, 2026

Please check the box that applies:

☑ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Robert Pecot
Print Name of District Superintendent

June 5, 2026
Date

Signature of District Superintendent

6/8/26
Date

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 Concerned Parents Alliance for a Customized College and Career Readiness Program for Middle and High School Students and Parents for the 2026-2027 School Year**

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. Concerned Parents Alliance takes a comprehensive, family-centered approach that provides practical, real-world solutions. They help parents and families regain control of their home environments while ensuring their children achieve educational success. Students and parents are engaged in this program and there is a desire to continue to provide this support to current participants at the middle and high schools for the 2026-2027 school year. The College Bound Academy, which serves 8th-12th grade scholars, has a proven track record of supporting students' college readiness, with 100% of their scholars graduating high school since 2003 and having the option to attend college.

RATIONALE: The Concerned Parents Alliance hosts monthly family academy meetings focused on college and career readiness. These meetings welcome up to 80 scholars, including grandfathered 8th-12th graders, along with 20 younger siblings and their parents, guardians, caregivers, mentors, or other responsible adults for the 26-27 school year. Concerned Parents Alliance provides a customized curriculum specifically designed for each College Bound meeting, tailored to meet the needs of scholars, parents, and families at various stages of their educational journey. The College Bound curriculum is developed exclusively for College Bound Academy programs and focuses on educational topics that directly impact the success of each household.
This program will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue; Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

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: All expenses will be funded by the ELO-P Grant. The Agreement with Concerned Parents Alliance shall not exceed $172,400.00.

RECOMMENDATION: Approve Agreement with Concerned Parents Alliance for a Customized College and Career Readiness Program for Middle and High School Students and Parents for the 2026-2027 School Year.

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

Docusign Envelope ID: C8E7A4A1-9288-868D-8090-1B494782AC05

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 Concerned Parents Alliance, 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: CPA will facilitate monthly Saturday academies for up to 80 scholars in grades 8-12, along with 20 rising scholars (younger siblings ages 3 through 5th grade) and their parents, guardians, and responsible adults – up to 200 total participants per meetings. Please see attached proposal for complete duties in details.

   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 11 (Eleven) Months July 2026-May 2027 ( ) [ ] HOURS [ ] DAYS, under the terms of this agreement at
   the following location Tracy Unified School District

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

   a. District shall pay $ 86,200 in two payments, August 3, 2026 and second January 4, 2027 upon receipt of invoice per [XX] **FLAT RATE** , not to exceed a total of $ 172,400.00 . Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District [XX] **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 [XX[TWO PAYMENTS UPON COMPLETION OF 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 July 1, 2026, and shall terminate on May 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, Rocio Garcia , at rgarcia@tusd.net 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 [XX] **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:

Signed by:

Contractor Signature

Darlene V Jones

Title

Business Services Review

Tracy Unified School District

Date

Funding Source

Site/Department:

Date Approved by the Board

2026 – 2027 College Bound Tracy Academy (CBTUSD)

A PARTNERSHIP BETWEEN CONCERNED PARENTS ALLIANCE (CPA) AND TRACY UNIFIED SCHOOL DISTRICT (TUSD)

EXECUTIVE SUMMARY

Concerned Parents Alliance (CPA) is pleased to submit this 2026–2027 proposal for the continued operation of the College Bound Tracy Academy (CBTUSD)—a comprehensive, family-centered college and career readiness program serving scholars in grades 8–12 and their families across the Tracy Unified School District. Operated by CPA's educational arm, College Bound Academy Programs, CBTUSD reflects an established partnership rooted in a shared commitment to the success of scholars and their families.

A FAMILY-CENTERED PROGRAM MODEL: ELEVEN CORE COMPONENTS

CBTUSD is one of the only programs within Tracy Unified School District designed to engage the entire family unit simultaneously, serving scholars in grades 8–12 alongside their parents, guardians, and responsible adults as active co-participants. The program is delivered through eleven core components:

1. Monthly College and Career Readiness Family Academy	2. Intensive Case Management and Continuous Between-Session Family Support
3. Parenopoly Family Engagement Series	4. My Culture, My Strength and Inclusive Community Building
5. Senior Summer Boot Camp	6. Customized College Tour
7. Three Quarterly Middle School Parent Sessions	8. Underrepresented and Unduplicated Special Edition Series
9. CBTUSD Principal Spotlight Morning	10. College Application Subsidy for Seniors
11. Rising Scholars	

PROGRAM COMPONENTS IN DETAIL

1. Monthly College and Career Readiness Family Academy: CPA facilitates monthly Saturday academies for up to 80 scholars in grades 8–12, along with 20 Rising Scholars (younger siblings ages 3 through 5th grade) and their parents, guardians, and responsible adults—up to 200 total participants per meeting.

2. Intensive Case Management and Continuous Between-Session Family Support: Case management is the backbone of CBTUSD and the single most distinguishing feature of the CPA model—proactive, sustained, and present throughout the year rather than only on meeting days. Each scholar and family is assigned to a designated CPA staff member who maintains personalized contact from September through May through individualized monthly check-ins, ongoing GPA monitoring with proactive outreach, coordination with CBTUSD counselors and administrators, attendance at IEP, 504, and teacher meetings upon request, scholarship pipeline management, and warm referrals through the CBTUSD Family Resource Referral Network. Case notes are reviewed and updated monthly to ensure team continuity. Families also access staff through the CPA Online Request Form, GroupMe, and direct contact—the level of engagement that distinguishes this model from traditional, once-a-month programming. This personalized, year-round engagement is the foundation of CPA's 20-year track record of 100% scholar graduation and college admission.

3. Parenopoly Family Engagement Series: "Parenopoly" is a curriculum-based parent engagement series created by CPA Co-Founder Dr. Darlene V. Jones. Woven throughout monthly academy meetings, it equips families to navigate district policies, procedures, and practices with confidence and to advocate effectively on behalf of their scholars.

4. My Culture, My Strength and Inclusive Community Building: This integrated component invites scholars and families to explore, celebrate, and take pride in the cultural traditions that shape them while honoring the diversity within the CBTUSD family—across race, culture, language, family structure, and lived experience. Through storytelling, creative expression, and community sharing, scholars discover that cultural identity is one of their greatest strengths on the path to college and beyond. Woven throughout the program year, this component reinforces a shared sense of purpose and belonging and strengthens the relational foundation that supports every other element of CBTUSD.

5. Senior Summer Boot Camp: A focused half-day virtual series held in July or August 2026 for rising 12th-grade seniors (Class of 2027) and their parents and guardians. By the first CBTUSD Academy meeting of the year, every participant will have a draft personal statement, college list, and financial aid action plan.

6. Customized College Tour: CPA coordinates a fully customized tour for up to 35 CBTUSD scholars and family members during Spring Break or CBTUSD professional development days. The itinerary includes a minimum of four UC, CSU, and private campuses, featuring guided tours, admissions presentations, student panels, and financial aid and scholarship sessions.

7. Three Quarterly Middle School Parent Sessions (6th–7th Grade): Three targeted sessions for parents of 6th and 7th graders at rotating campuses, designed for intimate groups of 40–50 to allow meaningful dialogue and relationship-building. CPA's two decades of experience confirm that families who understand A–G requirements in 6th or 7th grade make high school course decisions that protect college eligibility years before it matters most.

8. Underrepresented and Unduplicated Special Edition Series (School-Initiated): Intentional meetings for parents and guardians of 8th–12th grade underrepresented and unduplicated scholars. CBTUSD administrators, counselors, teachers, parent liaisons, athletic directors, coaches, extracurricular sponsors, and AVID, MEChA, Black Student Union (BSU), and Native American/Indigenous student group advisors identify and nominate participants and coordinate scheduling at their campuses. CPA provides content, facilitation, and family-engagement expertise.

9. CBTUSD Principal Spotlight Morning: Once annually, at the October Saturday meeting, CBTUSD high school principals participate in a structured roundtable with scholars and families featuring candid dialogue, Q&A, and district updates. This event gives families direct access to campus leadership in a comfortable, family-centered environment.

10. College Application Subsidy for Seniors: CPA administers application subsidy funds for qualifying Class of 2027 seniors, with priority given to those demonstrating financial hardship. Each qualifying senior may receive support for at least two college applications, ensuring that no CBTUSD senior is limited in college options due to application fees.

11. Rising Scholars: A nurturing, age-appropriate space for at least 25 younger siblings (ages 3 through 5th grade, potty-trained) during monthly meetings—allowing parents to engage fully with their older scholar while Rising Scholars build self-esteem, early college awareness, and age-appropriate academic skills. Rising Scholars are counted within the up-to-200 monthly attendance figure and represent the next generation of CB families.

EXPANDED PROGRAM OFFERINGS

As College Bound enters its next year of partnership with the district, we are pleased to introduce or enhance several new components designed to deepen scholar engagement, strengthen family involvement, and broaden the college and career pathways available to our students. These additions reflect both lessons learned from the current program year and our ongoing commitment to evolving alongside the needs of scholars and their families. Each new offering is intentionally aligned with our core mission of closing the achievement gap by first closing the parent and family engagement gap, ensuring that every enhancement adds measurable value to the scholar experience. The following enhancements deepen the value of the partnership at no additional cost.

CB Scholar Portfolio Program
Each scholar builds a living portfolio throughout the year: personal resume, community service log, scholarship tracker, recommendation letter tracker, A–G course plan, college list with research notes, and personal statement draft. Scholars present portfolios at the May Finale—a tangible record of growth and a practical tool carried directly into the college application process.

Career and Industry Speaker Series
At identified monthly meetings, professionals from healthcare, law, technology, entrepreneurship, education, and the arts present their post-secondary pathways and college-readiness messages—broadening scholars' career horizons and introducing role models whose backgrounds mirror those of CB families.

TUSD Family Resource Referral Network
Case managers maintain a current directory of TUSD and community wraparound resources—food assistance, housing, mental health and counseling, English language programs, legal aid, and workforce development—and provide warm referrals (not just phone numbers) when needs surface during monthly check-ins. This transforms case management from an academic function into holistic family support.

Comprehensive Marketing and District-Driven Recruitment Successful enrollment depends on coordinated, institution-backed marketing. For 2026–2027, CBTUSD will take an active leadership role through: official listing of the CBTUSD Academy Program as an ELOP offering and inclusion in all student-services directories (print and digital); personal nominations and outreach from principals, counselors, teachers, and administrators; dedicated recruitment calls from ELOP staff in August 2026 and January 2027; flyer distribution at all sites, in welcome packets, through backpack mail, and via digital communications; inclusion in district newsletters, the CBTUSD website, ParentSquare, and applicable social media; nomination follow-up letters mailed from the district; CPA presentations at CBTUSD leadership, principal, counselor, DELAC, and professional development meetings; and quarterly coordination meetings to align strategy and address recruitment gaps.

2026–2027 MEETING SCHEDULE (TENTATIVE)

All dates are subject to confirmation against the TUSD 2026–2027 academic calendar.

The CBTUSD Academy Program will hold monthly Saturday meetings from September 2026 through May 2027, with doors opening at 8:30 AM and programming running from 9:00 AM to 12:00 Noon. The program year begins with a virtual Senior Summer Boot Camp in July and August 2026, followed by recruitment, orientation, and one-on-one enrollment meetings throughout August.

Monthly sessions launch on **September 19, 2026** with a Program Kickoff and New Family Orientation, then build through a carefully sequenced curriculum: the **October** Principal Spotlight and academic goal setting; **November** college readiness and chronic absenteeism prevention; **December** financial aid, scholarship, and FAFSA/CADAA support; **January** community service and mid-year case management review; **February** cultural identity and inclusive community building; and **March** college tour preparation, followed by a customized **Spring Break college tour (March 8–12, 2027)**. The year culminates with the **April** Senior College Acceptance Celebration and Superintendent

Town Hall, and the **May 1, 2027, Finale**, featuring scholar portfolio presentations, family advocate certifications, and post-assessment surveys. Career and industry speakers are integrated throughout the year, alongside ongoing portfolio development and case management. In addition, three Quarterly Middle School Parent Component sessions and Special Edition meetings will be scheduled in collaboration with CBTUSD, with dates and campus locations confirmed by August 2026. All dates are tentative and subject to confirmation against the CBTUSD 2026–2027 academic calendar.

FOUNDATIONS OF A SUCCESSFUL PARTNERSHIP

The success of the 2026–2027 College Bound Tracy Academy depends on a strong, coordinated partnership between Concerned Parents Alliance and CBTUSD. The following district commitments are foundational to program delivery, family engagement, and scholar outcomes.

District Commitment	Details
Facilities	A cafeteria configured with circle-style seating for up to 200 participants, two microphones, an LCD projector, a screen, and reliable internet; six breakout classrooms (including a dedicated Rising Scholars space); computer lab access as needed; and four six-foot tables for check-in and resource distribution. Doors opened for CPA staff by 8:15 AM on session mornings.
ELOP and Program Listings	Official listing of the CBTUSD Academy Program as an ELOP (Expanded Learning Opportunities Program) offering and inclusion in all learning-support, student-services, and family-program directories—print and digital—for 2026–2027.
District Liaison	At least one district administrator or counselor at every monthly Academy session, with authority to address family questions, clarify district policies, and represent CBTUSD in real time.
Principal Spotlight	Full participation of all CBTUSD high school principals in the October Principal Spotlight—a signature event that connects families directly with school leadership.
Superintendent Town Hall	Participation of the Superintendent and executive cabinet in the designated Town Hall, sharing disaggregated college readiness and academic achievement data and engaging families in open Q&A.
Transcripts and Records	Sharing of enrolled scholars' educational records with CPA upon parent or guardian authorization—initial records in August or September 2026, with updates in January 2027—governed by FERPA and applicable privacy laws.
Interpretation and Translation Services	Qualified interpreters and listening devices at all sessions, Town Halls, and special events, and translation of College Bound–authored program materials (flyers, nomination letters, parent communications, and handouts) into the languages reflected in CBTUSD's family population.
Communication	Introductory and mid-year meetings (August 2026 and January 2027) between CPA staff and key district personnel: principals; counselors; athletic and extracurricular directors; parent liaisons; and AVID, Black Student Union (BSU), MEChA, and Native American/Indigenous student group advisors.
Intentional Outreach to Underrepresented and Unduplicated Scholars	District staff—including AVID, BSU, MEChA, and Native American/Indigenous student group advisors; parent liaisons; athletic directors; coaches; and extracurricular sponsors—introduce the program, facilitate initial meetings, and connect College Bound with eligible scholars and families. CPA provides marketing flyers, a nomination letter template, and training as needed.

District Commitment	Details
Quarterly Middle School Facilitation Meetings	District-coordinated access to 6th and 7th grade parent audiences at K–8 and middle school campuses for three quarterly sessions, with registration through the district website under ELOP.
Calendar Coordination	Academy meeting dates incorporated into the CBTUSD districtwide calendar to minimize conflicts and maximize family participation.
Comprehensive Marketing and Outreach	Recruitment phone calls (August 2026 and January 2027); flyer distribution at all sites, in welcome packets, through backpack mail, and via digital communications; inclusion in district newsletters, the CBTUSD website, ParentSquare, and school and district social media; nomination follow-up letters mailed from the district; and promotion at ELAC, DELAC, and all family-engagement events.

PROGRAM INVESTMENT — $172,400

The total investment is structured into two clear layers: a program foundation and five targeted expansions designed to deepen the impact on scholars and their families.

Layer	Investment
Foundation: Core CBTUSD Program. Nine monthly meetings plus year-round case management for up to 200 participants (80 scholars in grades 8–12, 20 Rising Scholars, up to 100 parents/guardians/adults); curriculum, staff, meals, supplies, technology, marketing, and overhead. If a waiting list forms, CPA and TUSD will meet to address it.	$114,200
Enhancement 1: Three Quarterly Middle School Parent Sessions (6th–7th grade parents, 30–40 per session); a direct pipeline into the Academy.	$4,500
Enhancement 2: Underrepresented/Unduplicated Special Edition Series (AVID, BSU, MEChA, athletic and extracurricular advisors, etc.).	$4,500
Enhancement 3: Senior Summer Boot Camp. Half-day virtual sessions (morning 10:00 AM–12:00 Noon; evening 5:00–7:00 PM) up to three days in July; up to 15 rising seniors and their parents/guardians/adult mentors.	$5,000
Enhancement 4: Customized California College Tour. Spring Break, up to 35 scholars and families, four or more campuses. Includes $10,000 bus, $28,000 for 35 students, and $3,200 for 4 CB staff. Priority given to officers and scholars with perfect attendance.	$41,200
Enhancement 5: College Application Subsidy. Need-based; up to 20 qualifying seniors, minimum two applications each.	$3,000
TOTAL PROGRAM INVESTMENT	**$172,400**

The $114,200 foundation makes CBTUSD work all year for every enrolled family. The $58,200 in enhancements extends that impact to middle school families, underrepresented/unduplicated scholars, graduating seniors, and college-touring scholars—the populations where early support makes the biggest long-term difference.

PAYMENT SCHEDULE

CPA will invoice TUSD in two equal installments of $86,200—first in August 2026, at the start of the program year; second in January 2027, at the midpoint.

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 Elevo Learning for the Expanded Learning Program**

BACKGROUND: Elevo Learning is a California-based expanded learning provider that partners with school districts to deliver before-school, after-school, intersession, and summer enrichment programs for students in grades TK–8. Their Expanded Learning model is designed to support the academic, social-emotional, and physical development of students through a combination of educational enrichment, physical activity, and relationship-centered programming.

RATIONALE: Approval of an agreement with Elevo Learning would provide Tracy Unified School District with access to a comprehensive expanded learning partner capable of supporting high-quality enrichment opportunities for students. Their services can supplement existing district programming by providing structured enrichment experiences, trained staff, curriculum resources, and program management support aligned with ELO-P goals and requirements.

Partnering with Elevo supports the district's commitment to expanding student access to engaging, hands-on learning experiences that foster academic growth, social-emotional development, physical wellness, and college and career readiness while maximizing opportunities available through expanded learning funding sources.

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.

FUNDING: All expenses will be funded by the ELO-P Grant. The Agreement with Elevo Learning shall not exceed $1,468,010.20.

RECOMMENDATION: Approve Agreement With Elevo Learning for the Expanded Learning Program.

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

elevo
ENGAGE. INSPIRE. THRIVE.

Elevo
Professional Services Agreement

THIS AGREEMENT is being entered into on 2026-02-25 ("Effective Date") by Tracy Unified School District(hereinafter "District"), and Coast 2 Coast Coaching, a California corporation doing business as Elevo (collectively referred to as "Parties" or individually referred to as "Party").

1. It is agreed that Elevo is acting in an independent status and not as an agent or employee of the District.

2. Certificate of Liability: Elevo agrees to provide a Certificate of Liability Insurance coverage with the following minimum limits:

i. General Liability:	$1,000,000 (per occurrence)
ii. General Aggregate:	$3,000,000 (annual)
iii. Bodily Injury:	$1,000,000 (per occurrence)
iv. Personal & Adv Injury:	$1,000,000 (per occurrence)
v. Property Damage:	$100,000 (per occurrence)

Professional Liability and Abuse & Molestation coverage each have a $1,000,000 (per occurrence) and a $3,000,000 General Aggregate.

Umbrella policy - additional coverage
Elevo has a $5,000,000 umbrella policy over the General Liability, The Abuse & Molestation and any Auto with Hired & non-owned auto coverage. Between the general liability and umbrella policies, Elevo provides a total of

$6,000,000 per occurrence and a $8,000,000 aggregate.

3. Scope of Services: Elevo's core mission is to transform the well-being of students so they look forward to coming to school. We work hand-in-hand with schools to nurture the next generation with a full range of in-person programs. Elevo's curriculum is designed to promote social-emotional learning (SEL) and support mental health and physical well-being. Our vision is to engage students, excite parents, and support educators. Elevo will partner with the District to provide services described in Exhibit A ("Services"). The duration of this agreement along with a detailed schedule of the Services is included in Exhibit A.

4. Term of Agreement: The term of this Agreement shall be 2026-09-14, to 2027-07-02, and may be extended by written agreement of both parties ("Term").

5. Termination. Each Party may at any time terminate the Contract for any or no reason upon not less than sixty (60) days advance written notice. Prior to terminating the Contract for any reason, the terminating party shall provide written notice to the other party describing the basis for termination. Within 10 business days after receiving such notice, or such other period as mutually agreed, the parties shall meet and confer in good faith to discuss the issues raised in the notice, exchange relevant information, and attempt to resolve the issues and avoid termination through cooperative problem-solving. Notwithstanding the notice of termination, both parties shall continue performing their obligations under the Contract during the meet and confer period and through the date of termination. The District shall compensate Elevo for services rendered pursuant to the Contract through the date of termination.

6. Force Majeure: Elevo shall not be liable for any costs or damages from its inability to perform or its delay in fulfilling any of its obligations under the Agreement when and to the extent such failure or delay is caused by or results from acts beyond Elevo's reasonable control, including, without limitation, the following force majeure events that frustrate the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection that may cause global outbreak, or pandemic, or serious illness; (j) emergency state; (k) shortage of power or transportation facilities; and (l) other similar events beyond the reasonable control of Elevo. If Elevo is unable to provide the services required by this Agreement due to a force majeure event, Elevo shall be allowed to perform the services pursuant to this Agreement within a reasonable period of time after the resolution of the force majeure event.

7. Compliance: Elevo will complete the criminal background check requirements of California Education Code Section 45125.1 for any school sites where we will be working with students directly. None of the Elevo Learning employees that may come in contact with District students have been convicted of a violent felony listed in California Penal Code Section 1192.7(c). All Elevo employees supplied will pass DOJ checks without findings, prior to working on any District school site.

8. Hold Harmless: Elevo agrees to defend, indemnify and hold harmless the District., its Board of Trustees, officers, agents, volunteers, and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, expenses, liability, damage, injury, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused, brought or recovered against any of the above arising out of or incident to any alleged acts, negligence, omissions or willful misconduct of Elevo, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services provided per this Agreement, including without limitation the payment of all consequential damages and attorney fees and other related costs and expenses. Elevo shall defend, at Elevo's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its directors, officials, officers, employees, agents or volunteers. Elevo shall pay and satisfy any judgment, award or decree that may be rendered against the District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding resulting from services rendered by Elevo. Elevo shall reimburse the District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Elevo's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

9. Waiver release: The District shall maintain a system to regularly secure a signed waiver and release form from all minor participants in Elevo related activities and such forms shall be signed by the parent or legal guardian of each such minor participant and maintained by the District for a period of three (3) years. Such

waiver and release shall include a waiver of any claims such minor participants may have against Elevo and release Elevo from liability associated with the minor's participation in such activities. The District shall provide Elevo the signed waiver and releases upon request.

The District agrees it shall maintain a system of communicating in writing to students and parents of students participating in Elevo's programs about the nature of risk of concussions and traumatic brain injuries including recognizing concussion symptoms as well as requiring written clearance from a licensed physician before being allowed to return to play.

10. Non-solicitation: Elevo devotes significant resources in hiring, training, supporting, educating, screening and directing its coaches, employees, and independent contractors. Accordingly, the District agrees that it will not directly or indirectly solicit for employment or hire any Elevo coaches, employees, or independent contractors without written notice and obtaining the full written consent of Elevo, which may be withheld, at any time during the Agreement and for one year following the termination of the Agreement. The District agrees that damages suffered by Elevo arising from any interference with Elevo and its coaches, employees, or independent contractors are not calculable. Therefore, the District agrees that liquidated damages are appropriate in case of a breach of this section. Any such breach will subject the District to liability for liquidated damages in an amount equal to $5,000 if the employee or independent contractor is a coach and twenty percent (20%) of one (1) year's salary at the time of the breach of the non-coach employee or compensation paid to independent contractor, plus Elevo's reasonable attorney's fees and court costs for enforcing this section, if necessary. District agrees that these liquidated damages are not a penalty. This remedy is not exclusive, and Elevo may also seek injunctive action against District or pursue any other legal remedies. This non-solicitation provision shall survive termination of the Contract

11. Payment of Fees: District agrees to compensate Elevo for the services provided with a not to exceed amount of $1,468,010.20 ("Fees") for the services Elevo has said it shall provide for the entirety of the Term, which is intended to start 2026-09-14, with such amount to be divided by the program months and partial months to derive the amount of equal payments as will comprise the entire not to exceed amount. Payments of any pro-rated or whole monthly amount shall be due at the end of each such prorated or whole month of service completed and will be deemed late after thirty (30) days. The Fees are payable in monthly installments that will be billed throughout the duration of the contract. Elevo will send an invoice for payment structured in the amount charged per school site on the first day of the month in which services are being provided. Payments of invoices are due within 30 days of receipt of invoice. The District agrees to compensate the Elevo for services rendered above in the total amount of $1,468,010.20

elevo
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Tracy Unified School District

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the date and year first above written, including (if applicable) the attached Addendum/Quote regarding the scope of work to be performed.

COAST 2 COAST COACHING, DBA ELEVO	4666 CASS STREET, UNIT 200

SAN DIEGO	CA	92109	323-484-2402

Elevo Representative's Name (Print)
Chris Kaye

Chris Kaye

2026-05-06

I certify allowing Elevo to perform their services at the District:

Date: _____

Print Name: _____

Title: _____

Signature: _____

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Exhibit A

Recommended Scope of Services for Tracy Unified School District

Elevo will hire, train and provide 32 coaches to support 11 sites with a mixture of sports, EQ (SEL-infused physical activities and games), and visual and performing arts programming. Exact times will fluctuate based on site level bell schedules, but in general Mondays will run from 1-5pm and Tues-Fri will run from 2-5pm. Minimum days will run from between 12 to 12:30 until 5pm.

Elevo will be supporting with Fall, Spring and Summer intersession with 20 coaches.

All gear, equipment, materials and curriculum are included in the cost of this proposal.

Number of coaches	32
Number of Specialized Staff	0
Number of School Sites	11
Contract Start Date:	Contract End Date:
Curriculum Modules Elevo will provide	Sports, EQ, VAPA
Average # of Hours Per Day	M = 4, T-Th = 3, Min Days = ~4.7
Average Time of Day coaches will be working	M = 1-5pm, T-Th = 2-5pm, Min Days = ~12:10-5pm

Our Promise To You

Elevo's mission is to transform the well-being of students, so they look forward to coming to school. By participating in Elevo's programs, students are building skills, interests, relationships, and mindsets that support their physical, mental, and academic well-being. We believe students who

attend our programs feel better about school and about themselves, which impacts school attendance, behaviors, and academic outcomes.

The Elevo approach to whole child well-being is embedded in every element of our programs and services. From classroom support, to recess coverage, to full-service before and after school programming, Elevo's Coaches are trained and equipped to ensure that we meet each child where they are and foster their strengths and talents.

We will collaborate with your schools, families, and community to lift your students up, prepare them for success, and cheer them on together.

elevo
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Proposed Program Costs

Below you will find the proposed cost and timeline needed to implement this program within your district. Upon agreement to this proposal, we will work together to ensure you have all necessary documents to send to review by your School Board.

NAME	PRICE	QTY	SUBTOTAL
After School Program Elevo staff to support during After School with either Elevo programming or district-requested support.	$77.40	15646.54	$1,211,042.20
Fall Intersession Program Elevo staff to support during a school Intersession with either Elevo programming or district-requested support.	$77.40	900	$69,660.00
Spring Intersession Program Elevo staff to support during a school Intersession with either Elevo programming or district-requested support.	$77.40	900	$69,660.00
Summer Intersession Program Elevo staff to support during a school Intersession with either Elevo programming or district-requested support.	$77.40	1520	$117,648.00
		Subtotal	**$1,468,010.20**
		Discount	**$0.00**
		Tax	**$0.00**
		Total	**$1,468,010.20**

Purchase Terms

Our pricing includes the following services:

- Recruitment, hiring and training of all staff needed for this project

- A dedicated full-time team (Operations Manager, Regional Program Manager, Training Manager, and Site Success Manager) that will directly oversee and manage the program
- The support of all of our in-hour departments (Recruitment, Curriculum and Training, Marketing, and Operations)
- Continuous training for all our staff involved in this project per our standard training schedule
- Hiring of "floater staff members" to sub-in when needed
- Our weekly themed curriculum *if Enrichment was selected
- Marketing Support *if selected for increasing enrollment
- Our insurance coverage among other administrative costs associated with the delivery of this service
- All necessary materials for effective execution of curriculum selected

Payment Terms:
The total amount for the program will be billed in installments over its duration. Each installment will be due net 30 days from receipt. On average Elevo fulfills 98%+ of our contract hours. On the final contract invoice, in the case that Elevo fulfills less than 95% of it's contracted hours, Elevo will cover the difference.

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 Summit K12 for the Expanded Learning Program**

BACKGROUND: Summit K12's Connect to Literacy™ is a supplemental English Language Development (ELD) platform designed to support English Learners in meeting California English Language Development Standards and improving performance on the English Language Proficiency Assessments for California (ELPAC). The program provides year-round instruction, practice, and formative assessments aligned to California ELD standards and ELPAC task types, supporting the development of listening, speaking, reading, and writing skills for multilingual learners in grades K–12.

The platform offers differentiated instruction based on students' English proficiency levels and includes personalized learning plans, progress monitoring tools, instructional resources, and newcomer supports available in more than 30 home languages. Summit K12 also incorporates automated scoring for speaking and writing assessments, allowing educators to monitor student growth and provide targeted interventions.

RATIONALE: Summit K12 CA ELD Connect to Literacy is a cutting-edge solution designed to enhance English language proficiency by leveraging the strengths of an online supplemental curriculum. Summit K12 will provide Tracy Unified School District with a research-informed instructional resource designed to accelerate English language acquisition and support English Learners in achieving proficiency in English. This program aligns with California ELD Standards and provides targeted instruction, assessments, and progress-monitoring tools that help educators identify student needs and implement appropriate interventions.

The platform supports the district's commitment to improving outcomes for English Learners by providing individualized learning pathways, comprehensive reporting, and instructional resources that strengthen language development. Additionally, Summit K12 supports newcomer's students and Long-Terms English Leaners (LTELs), helping advance student progress toward English proficiency and reclassification goals.

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.

FUNDING: All expenses will be funded by the ELO-P Grant. The Agreement with Summit K12 shall not exceed $36,630.75.

RECOMMENDATION: Approve Agreement with Summit K12 for the Expanded Learning Program.

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

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 Summit K12, 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 the following products: C2L - Classcade Student Engagement Module, CA Connect to Literacy ELD, C2L ELPAC check ins, PD sessions for 30 participants online and 50 participants on-site, ELPAC Learning walks. Further details included in quote attached.

   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 30( ) DAYS, under the terms of this agreement at the following location District Office

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

   a. District shall pay $36,630.75 per FLAT RATE, not to exceed a total of $36,630.75. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

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

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

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:

Tres Tywand
Contractor Signature 06/08/2026

Senior Director, Enterprise Partnerships, CA
Title

Business Services Review Yes

Tracy Unified School District

Date

ELOP
Funding Source

District Office
Site/Department:

Date Approved by the Board

SUMMIT K12

Summit K12 Quotation Form
Quotes are valid 90 days from Creation Date
(If purchase request is dated on or before the above date, then quote price is valid and honored)

Created Date	5/20/2026	Quote Number	00020531
Subscription End Date (Quote)	6/30/2027	Account Name	Tracy Unified School District
		Contact Name	Rocio Garcia
		Email	rgarcia@tusd.net

Summit K12
PO Box 26841, Austin, TX 78755
P: 844-331-4737 | Fax: 866-490-8158 | orders@summitk12.com

Prepared By	Tres Tyvand
Email	tres.tyvand@summitk12.com

Product Code	Product	Sales Price	Quantity	Total Price
9781616188733	C2L-Classcade Student Engagement Module	$5.00	400	$2,000.00
9781433408250	CA Connect to Literacy ELD - 150-499	$35.95	400	$14,380.00
9781616184124	CA Connect to Literacy ELD - District Admin	$52.95	4	$211.80
9781616184148	CA Connect to Literacy ELD - School Admin	$52.95	11	$582.45
9781616184117	CA Connect to Literacy ELD - Teacher	$31.50	11	$346.50
PD1352	PD - C2L ELPAC District Leadership Check-Ins - Online	$1,360.00	1	$1,360.00
PD1024	PD - C2L ELPAC Follow Up - Onsite- Half-Day	$2,860.00	1	$2,860.00
PD1023	PD - C2L ELPAC Intro - Onsite - Half-Day	$2,860.00	1	$2,860.00
PD1371	PD - C2L ELPAC Leadership Learning Walks - 1 Day, AM/PM Sessions - Onsite	$4,010.00	3	$12,030.00

Total Price $36,630.75

Professional Development

Up to 30 participants for online and 50 participants for on-site PD sessions.

Online PD - a minimum of 5 days in advance of PD date is required if you wish to reschedule, otherwise the full PD fee will be charged.

On-site PD - a minimum of 14 days in advance of PD date is required if you wish to reschedule, otherwise the full PD fee will be charged.

PD dates must be scheduled & delivered prior to the Subscription End Date. There will be no refunds for unused PD sessions.

How to Order
- Via email at orders@summitk12.com

Prices
- Prices applicable only within the US, its possessions, & its outlying areas.
- All prices are in US funds.
- Payment must be in US funds only.

Terms
- Net 30 days, subject to credit approval

Privacy Policy
https://www.summitk12.com/privacy-policy

Guarantee Information
https://www.summitk12.com/guarantee-information

Summit K12 Holdings, Inc: Federal Tax ID # 47-2584101.

Sam.Gov registration: DFQCGB4SNXK4 or Summit K12 Holdings

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 3, 2026
SUBJECT: **Approve Agreement for Contract Services between 360 Degree Customer, Inc. and Monte Vista Middle School for the 2026-2027 School Year**

BACKGROUND: Monte Vista Middle School has a multi-tiered system of student support, both academic and emotional. Students are identified through data collection, or teacher or family recommendation to the MVMS Coordination of Services Team (COST) which assigns tiered supports. In the 2024-25 school year, Monte Vista began working with 360 Degree Customer Inc. to have one behaviorist as part of our COST team who supported students on-site with the development of academic, social, and emotional skills. 360 Degree Customer Inc. is an organization which provides mentorship, support, and restorative practices to make a difference in the lives of students.

RATIONALE: The 360 Degree Customer Inc. behaviorist is an essential part of our team to address the high level of SEL and academic need at Monte Vista. We would like to continue to work with 360 Customer Inc. for the 2025-26 school year. They will provide one behaviorist, 7.5 hours daily, 5 days per week as per the school calendar. As measured on the California Dashboard, having our tiered supports in place will help reduce our overall suspension rate. Furthermore, our behaviorist provides motivational support for lower achieving students which helps close the achievement gap between all student groups. This request supports District Strategic Goal #2: "Provide a safe and equitable learning environment for all students and staff."

FUNDING: 360 Degree Customer Inc. shall be paid $90/hour compensation for one behaviorist to work 7.5 hours daily 5 days per week as per the school calendar. The cost, not to exceed $123,000.00, will be funded through District funds, Resource 0709 (supplemental and concentration grant).

RECOMMENDATION: Approve Agreement for Contract Services between 360 Degree Customer Inc. and Monte Vista Middle School during the 2026-2027 School Year.

Prepared by: Ms. Heather Reyburn, Principal, Monte Vista Middle 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 a Behaviorist Technician 7.5 hours per day to assist and support student behavioral needs and achievement in the classroom. The 360 Degree Customer Inc. Behaviorist Technician will provide behavior support, restorative practices, mentorship, and positive development of academic and social skills.

   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 26-27 School Year or 180) DAYS , under the terms of this agreement at the following location Monte Vista Middle 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 $ 123,000.00 . Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

   c. District shall make payment on a 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 05/28/2027 .

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:

gulneesh mukhija
Contractor Signature 06/08/2026

Director
Title

Business Services Review Yes

Tracy Unified School District

Date

District Funds - 0709
Funding Source

Monte Vista Middle
Site/Department:

Date Approved by the Board

No. _____

PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the Thursday, August 8th, 2025, *between the Tracy Unified School District (hereinafter referred to as TUSD) located 751 W. Lowell Ave., Tracy, CA 95376 and 360 Degree Customer Inc (hereinafter referred to as Consultant) located at 473 Sapena Ct, Ste # 7 Santa Clara, CA 95054, in consideration of their mutual covenants, the parties hereto agree as follows:*

A. DUTIES OF CONSULTANT The Consultant shall provide the following Professional services, studies and/or reports.

Provide direct therapy service; recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents. Continuous service unless contractor gives 45 day notice or superintendent gives 45 day notice to terminate or amend.

B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on **Date as specified in Addendum A**

C. COMPENSATION For the full performance of this agreement, the TUSD shall pay the Consultant as follows: Consultant's Fee:

a. **For Consultant : Name of the Consultant and Rate as Specified in Addendum A**
b. **Consultant(s) will work for 5 FTE days as per school year calendar**

Payment to be made as follows: Payments to be made every month within 30 days of receipt of invoice.

D. GENERAL TERMS AND CONDITIONS

1. INDEMNIFICATION:

a.) Except with regard to professional negligence, as provided in paragraph (b) below, the Consultant shall indemnify, hold harmless and defend the (TUSD) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by TUSD , the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the TUSD or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the TUSD .

b.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend the TUSD , its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the TUSD , the Consultant or any other person, and from any and all claims, demands and

actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by TUSD , the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.

TUSD will take full responsibility for the safety and security of all contracted employees sent by 360 degree to TUSD

Any physical or any farther liability will be the responsibility of TUSD given the nature of the current situation ie. the impending strike of teachers.

360 will not be responsible for any harm that may be caused to any of 360 employees

c.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the TUSD, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.

2. *NON-DISCRIMINATION No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.*

3. *CONFLICT OF INTEREST Before executing this agreement, the Consultant shall disclose to the TUSD the identities of any board member, officer, or employee of the TUSD, or relatives thereof, who the Consultant knows of should know will have any financial interest resulting from this agreement.*

4. *LICENSE AND AUTHORITY The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.*

5. *EQUIPMENT AND FACILITIES TUSD and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.*

6. *ASSIGNMENT Without the written consent of the TUSD, this agreement is not assignable by the Consultant.*

7. *NON-SOLICITATION OF EMPLOYEES: TUSD agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) Year following the first date of that employee's services to TUSD. After completion of 1 full billable year, TUSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between TUSD and the contractor.*

8. *SUCCESSORS AND ASSIGNS. This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.*

9. *TIME. Time is the essence of this agreement.*

10. *GOVERNING LAW. The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.*

11. *WITHHOLDING. The TUSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.*

12. *CHANGES OR ALTERATIONS. No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the TUSD.*

13. *HEADINGS. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.*

14. *TERMINATION. The TUSD may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 45 days written notice to other party with or without cause. In the event of elective termination (without cause), TUSD agrees to pay Consultant for work completed to date of termination.*
15. *AMBIGUITY. The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.*

16. *COPYRIGHT. Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the TUSD.*

E. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the TUSD to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the TUSD, or to utilize the TUSD's letterhead or logo without the prior consent of the TUSD. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant's status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and TUSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	*The TUSD shall provide job specifications and instructions.*
TRAINING	*The TUSD shall provide training for workers.*
RIGHT TO HIRE OTHERS	*The Consultant has the right to hire others to do the actual work with approval of TUSD.*
WORK NOT ESSENTIAL TO TUSD	*The TUSD's success or continuation does not depend on the services of the Consultant.*
TIME TO PURSUE OTHER WORK	*The Consultant may pursue other work during term of agreement.*
JOB LOCATION	*TUSD controls the job location.*
BASIS OF PAYMENT	*Payment shall be by the time expended.*
WORK FOR MULTIPLE FIRMS	*The Consultant may work for multiple firms simultaneously.*
TOOLS & EQUIPMENT	*Tools and equipment for the job shall be provided by TUSD.*
SERVICES AVAILABLE TO PUBLIC	*The Consultant's services are available to the general public.*
RIGHT TO TERMINATE	*The Consultant may not be terminated except as allowed for under the agreement.*

PROGRESS REPORTS	*The Consultant will require making progress report.*

UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

G. CONTRACT INITIATOR (TUSD Representative)

Signature: _____
Date Signed: _____
Branch / Dept.: _____
Address (or Mail Code): _____
_____
Phone / Fax:Ph: _____
E-Mail Address: _____

CONSULTANT

Signature: _____
Date Signed: _____
Title: VP
Company Name & Address: 360 Degree Customer Inc
473 Sapena Ct, Ste # 7 Santa Clara, CA 95054
Phone: 408-689-2780
E-Mail Address: gulneesh@360customer.com

ADDENDUM – A

Name of the Candidate(s):Vanessa Menchaca

Title: Behaviorist

Rate: $90/hr

Contract Term: 2026/27 school year

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 3, 2026
SUBJECT: **Approve Agreement for Contract Services Between Houghton Mifflin Harcourt and Monte Vista Middle School for Read 180 Teacher Education (Coachly) for the 2026-2027 School Year**

BACKGROUND: Monte Vista Middle School has an abundance of students reading below grade level, and we have therefore used Read 180 as a stand-alone literacy program since 2017. Since then, our data has continued to show that Read 180 raises literacy rates for our students and creates a positive relationship between students and literature.

RATIONALE: This coming year, Monte Vista will be transition to a collaborative teaching model to provide Special Education services to our 6th graders. Our Read 180 teacher will be starting her second year teaching this curriculum and would benefit from additional coaching support to be able to use the curriculum to fidelity. With collaborative teaching, it will be even more essential that our Read 180 teacher is aware of how to use the curriculum to support all levels of readers with diverse needs. Students are placed in the Read180 elective if they are reading below grade level. Students remain in the program until they reach the correct Lexile level for their grade level or meet goals specific to an IEP. This aligns with District Strategic Goal #1: "Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports."

FUNDING: Title 1 site funding will cover the annual Coachly license fee and getting started online session at $1,500.

RECOMMENDATION: Approve Agreement for Special Contract Services between Houghton Mifflin Harcourt and Monte Vista Middle School for the (Coachly) professional services for the 2026-2027 School Year.

Prepared by: Ms. Heather Reyburn, Monte Vista Middle School Principal.

Proposal #009618710

Prepared For

Tracy Unified School District

Attention:
Heather Reyburn
hreyburn@tusd.net

For the Purchase of:

Read 180 on Ed Professional Services

Prepared By
Erin Mon Pere
erin.monpere@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
http://www.hmhco.com/common/terms-conditions

Date of Proposal: 4/28/2026

Proposal for

Tracy Unified School District

Expiration Date: 6/12/2026

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
	Professional Services - Read 180				
	Coaching				
1883292	9798202010903 Coachly Getting Started Live Online Grades K-12 1-Hour In this initial district-scheduled session, participants will explore the Coachly experience, discuss the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership.		1		
1883291	9798202010897 Coachly Leader Success Live Online Grades K-12 1-Hour In this building level leader-focused session, participants will explore the Coachly experience, discuss its value and the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership. Included are recommendations for usage and progress monitoring and details around next steps for teachers to launch their partnerships.		1		
1866772	9780358933694 Read 180 Coachly License Grades 3-12 1 Year Coachly provides one-on-one coaching to teachers to build their program expertise, support lesson planning, and discuss data-driven, actionable strategies to grow teacher practice. Each teacher is matched with a certified coach with whom they can schedule virtual sessions and message via the Ed platform. Coachly licenses are a one year digital subscription.	$1,500.00	1	$1,500.00	
	Total for Coaching	**$1,500.00**			
	Total for Professional Services - Read 180	**$1,500.00**			

Total Savings:	**$0.00**
Subtotal Purchase Amount:	**$1,500.00**
Shipping & Handling:	**$0.00**
Sales Tax:	**$0.00**
Total Cost of Proposal (PO Amount):	**$1,500.00**

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Heather Reyburn
hreyburn@tusd.net

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

Date of Proposal: 4/28/2026

Proposal for
Tracy Unified School District

Expiration Date: 6/12/2026

Total Cost of Proposal (PO Amount): $1,500.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
  - Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:
Tracy Unified School District
DISTRICT OFFICE
TRACY, CA 95376-2291

Sold to:
Tracy Unified School District
DISTRICT OFFICE
TRACY, CA 95376-2291

- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 4/28/2026

Proposal Expiration Date: 6/12/2026

HMH

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Heather Reyburn
hreyburn@tusd.net

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 2, 2025
SUBJECT: **Approve Agreement for Subscription Contract Services Between Xello College and Career Software Program and the Tracy Charter School for the 2026-2027 School Year**

BACKGROUND: Tracy Charter School serves a student population in grades K-12, including students who benefit from a flexible, personalized learning environment and additional academic and social-emotional supports to stay on track for graduation. As a charter program within Tracy Unified School District, the school emphasizes individualized pathways, credit recovery opportunities, and strong relationships to re-engage students and promote long-term success. Current local data and site-based assessments indicate a need to strengthen college and career readiness indicators, particularly in expanding access to career exploration, work-based learning, and post-secondary planning supports. The needs assessment highlights a clear opportunity to expand real-world learning experiences, improve post-graduation planning, and increase access to transition supports. Staff will require targeted professional learning, curriculum, and resources to support career exploration, portfolio development, dual enrollment or certification pathways, and connections to employment and community partnerships. Strengthening these systems will ensure students graduate with a clear, achievable plan for college, career, or other post-secondary opportunities.

RATIONALE: TISCS staff will continue to use the dedicated Advisory period and daily meetings to implement the Xello career readiness platform. Xello helps students complete a portfolio through interactive modules focused on career planning, life skills, student portfolio, and industry-aligned content. The platform engages students through interest-based learning and prepares them for postsecondary success.

FUNDING: The cost, not to exceed $6,000.00, will be paid by Title 1(3010) and Supplemental Grant Funds (0709).

RECOMMENDATION: Approve Agreement for Subscription Contract Services between Xello College and Career Software Program and the Tracy Charter School for the 2026-2027 School Year.

PREPARED BY: Ms. Annabelle Lee, Tracy Independent Study Charter School Principal.

Xello Quote

Proposal for **Tracy Unified School District**

Prepared By:
Skye Dempster
Senior Customer Success Manager
(800) 965-8541 ext. 175
skyed@xello.world

ORDER / QUOTE

xello

REF-076378

QUOTE FOR:

ATTN: **Accounts Payable**
Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376

REQUESTED BY:

Zachary Boswell
Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376

SUBSCRIPTION PERIOD:

Start Date: **Aug 1, 2026**
End Date: **Jul 31, 2027**
Duration: **12 months**

PRODUCT	QTY	ANNUAL RATE	PRICE	SUBTOTAL
Xello for High School	1	**$3,000.00** Per School	$3,000.00	$3,000.00
Xello for Middle School	1	**$1,524.40** Per School Reg $1,600.00	$1,524.40 5% ($75.60) discount	$1,524.40
Xello for Elementary School	1	**$500.00** Per School	$500.00	$500.00
Data Integration Services Data integration services – SSO, automated account provisioning, and rostering.	1	**$300.00** Per School	$300.00	$300.00

NOTES:

GRAND TOTAL:
$5,324.40
USD

Xello Terms of Use Agreement
W8 Form
Billing + Renewals FAQ's

skyed@xello.world

Phone: (800) 965-8541 ext. 175

1867 Yonge Street • Suite 502 • Toronto, ON M4S 1Y5 • Canada

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 3, 2026
SUBJECT: **Approve Agreement for Generation Genius Subscription for Williams Middle School for the 2026-2027 School Year**

BACKGROUND: Generation Genius is a K-8 instructional platform that provides standards-aligned science, mathematics, and English language arts resources designed to increase student engagement and support classroom instruction. The program includes educational videos, 5E lesson plans, vocabulary activities, reading materials, discussion questions, hands-on activities, teacher guides, and both printable and online assessments. Generation Genius develops its science content in partnership with the National Science Teaching Association and aligns lessons to state academic standards. The subscription will provide Williams Middle School teachers and students with access to instructional resources that support classroom learning and enhance curriculum implementation.

RATIONALE: Williams Middle School continues to focus on improving student achievement through high-quality instructional resources that engage students and support rigorous standards-based instruction. Generation Genius provides teachers with ready-to-use lessons, assessments, and instructional materials that reduce preparation time while increasing opportunities for student engagement and hands-on learning. The platform supports the district's goal of increasing academic achievement for all students by providing equitable access to standards-aligned instructional resources in science and mathematics. The subscription will also support teachers in delivering differentiated instruction and enriching classroom learning experiences.

FUNDING: The cost, not to exceed $1,995, will be funded through Williams Middle School Title I funds. The expenditure is included in the school's budget for the 2026-2027 school year.

RECOMMENDATION: Approve Agreement for Contract Services for Generation Genius at Williams Middle School for the 2026-27 School Year.

PREPARED BY: Jenny Hoffman, Principal Williams Middle School.

Generation Genius, Inc.
169 Madison Avenue #2770
New York, NY 10016
contact@generationgenius.com
Phone: (866) 936-5564
Fax: (707) 312-8176

QUOTE : 190089

Date: 04/14/2026

TO:

Tracy Unified School District
Williams Middle School
1875 W. Lowell Ave
Tracy, CA95376

FOR:

Generation Genius Videos & Lessons
School (Science Only) Plan License

DESCRIPTION	YEARS	RATE	AMOUNT
1 School (Science Only) License for educational streaming video subscription to Generation Genius. Includes videos, lesson plans, teacher guides, discussion questions, vocabulary, quizzes, and English / Spanish subtitles.	1	$1,995.00	$1,995.00
		Total	**$1,995.00**

Renewal quote for user Williams2

This quote is valid for thirty (30) days . To subscribe to our service, please submit a PO and, if applicable, a tax exempt certificate via email (Order@GenerationGenius.com), Fax (707-312-8176), or mail to the address above. Thank you.

By accepting this quote you agree to our Terms and Privacy Policy.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 3, 2026
SUBJECT: **Approve Agreement for Typing.com PLUS Subscription for Williams Middle School for the 2026-2027 School Year**

BACKGROUND: Typing.com is a standards-aligned keyboarding, digital literacy, and technology readiness platform used by millions of students and educators worldwide. The program provides grade-level curriculum in keyboarding, digital citizenship, online safety, computer basics, coding fundamentals, and career readiness. Typing.com includes interactive lessons, assessments, progress monitoring tools, automated grading, and reporting features that allow teachers to monitor student growth and mastery of technology skills and integrates with the Clever platform.

RATIONALE: Williams Middle School is committed to preparing students with the technology and digital literacy skills necessary for success in school, college, and future careers. Typing.com provides engaging, standards-aligned instruction that develops keyboarding proficiency, digital citizenship, and technology readiness while allowing teachers to monitor student progress through comprehensive reporting tools. This request supports the district's goal of increasing student achievement and preparing students for success in an increasingly digital world.

FUNDING: The cost, not to exceed $270, will be funded through Williams Middle School Title I funds. The expenditure is included in the school's budget for the 2026-2027 school year.

RECOMMENDATION: Approve agreement for Typing.com PLUS at Williams Middle School for the 2026-2027 School Year.

PREPARED BY: Jenny Hoffman, Principal Williams Middle School.

typing.com

Price Quote

Billing Contact
Jenny Hoffman
jhoffman@tusd.net

Date
03/19/2026

Reference
20260319-78647

Purchased For
Earle E. Williams Middle

License Type	Number of Seats	Term	Start Date
Annual	54	1 Years	Upon Payment
		Total:	**$270.00**

Thank you!

An email with a copy of this price quote was sent to jhoffman@tusd.net. If you have any questions, please don't hesitate to contact us at **support@typing.com**.

Purchase Options

Payment may be made by credit card (Visa, MasterCard, or American Express), bank transfer, or purchase order. If ordering by purchase order, please ensure that you've included the reference #: **20260319-78647** in the document.

NOTE: Orders under $200 must be paid with a credit card. Please email us to request a secure link to purchase.

Bank Transfer Details

Bank: Banco Popular
Bank Address:
Banco Popular de PR
209 Munoz Rivera Ave
San Juan PR 00918
Account Type: Checking
Account #: 030-228190
ABA/Routing #: 021502011
Swift Code: BPPRPRSX

Mailing Address (Purchase Orders, Tax Documents)

Typing.com
1065 SW 8th St #1734
Miami, FL 33130

Remittance Address (Please send all payments to this address)

Typing.com
Banesco USA Lock Box Services
PO Box Number 164752
Miami, FL 33116

typing.com

Price Quote

Billing Contact
Jenny Hoffman
jhoffman@tusd.net

Date
03/19/2026

Reference
20260319-78647

Purchased For
Earle E. Williams Middle

License Type	Number of Seats	Term	Start Date
Annual	54	1 Years	Upon Payment
		Total:	**$270.00**

Thank you!

An email with a copy of this price quote was sent to jhoffman@tusd.net. If you have any questions, please don't hesitate to contact us at **support@typing.com**.

Purchase Options

Payment may be made by credit card (Visa, MasterCard, or American Express), bank transfer, or purchase order. If ordering by purchase order, please ensure that you've included the reference #: **20260319-78647** in the document.

NOTE: Orders under $200 must be paid with a credit card. Please email us to request a secure link to purchase.

Bank Transfer Details

Bank: Banco Popular
Bank Address:
Banco Popular de PR
209 Munoz Rivera Ave
San Juan PR 00918
Account Type: Checking
Account #: 030-228190
ABA/Routing #: 021502011
Swift Code: BPPRPRSX

Mailing Address (Purchase Orders, Tax Documents)

Typing.com
1065 SW 8th St #1734
Miami, FL 33130

Remittance Address (Please send all payments to this address)

Typing.com
Banesco USA Lock Box Services
PO Box Number 164752
Miami, FL 33116

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 3, 2026
SUBJECT: **Approve Agreement for 5 Star Students for Williams Middle School for the 2026-2027 School Year**

BACKGROUND: 5-Star Students is a comprehensive student engagement and school climate platform designed to support Positive Behavioral Interventions and Supports (PBIS), attendance initiatives, student accountability, and school-wide recognition programs. The platform provides digital hall passes, behavior tracking, reward systems, intervention documentation, student check-in capabilities, and real-time data reporting. Teachers and administrators can use the system to monitor student behavior, recognize positive contributions, improve communication, and promote student engagement through a centralized platform.

RATIONALE: Williams Middle School is committed to fostering a positive school culture that promotes student engagement, attendance, accountability, and academic success. The 5-Star Students platform provides tools to support PBIS implementation, monitor student behavior and movement throughout campus, recognize positive student actions, and analyze school climate data. The system will replace SmartPass and provide a more comprehensive solution for student management and recognition. This request supports the district's goal of maintaining safe and supportive learning environments while improving student connectedness and engagement through data-driven practices.

FUNDING: The cost, not to exceed $2850, will be funded through Williams Middle School Targeted 0709 funds. The expenditure is included in the school's budget for the 2026-2027 school year.

RECOMMENDATION: Approve agreement for 5 Star Students at Williams Middle School for the 2026-2027 School Year.

PREPARED BY: Jenny Hoffman, Principal Williams Middle 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 5 Star Students, 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 a subscription to 5 star students for use of their platform, including the use of web-based software, mobile apps, and support services

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 year 52( ) WEEKS, under the terms of this agreement at the following location Williams Middle School

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

   a. District shall pay $2,850.00 per FLAT RATE, not to exceed a total of $2,850.00. 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 07/31/2026, and shall terminate on 05/31/2027.

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, Jenny Hoffman, at 209-830-3345 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:

Roc Hroch
Contractor Signature 06/10/2026

Director of Operations
Title

Business Services Review Yes

Tracy Unified School District

Date

Funding Source

Williams Middle
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: June 3, 2026
SUBJECT: **Approve Agreement for IXL Learning Platform at Williams Middle School for the 2026-27 School Year**

BACKGROUND: IXL is a comprehensive online learning platform that provides personalized instruction and practice in English Language Arts, Mathematics, Science, and Social Studies. The program offers standards-aligned skills practice, diagnostic assessments, individualized learning recommendations, real-time progress monitoring, and detailed reporting tools that allow teachers to identify student strengths and areas for growth. IXL adapts to each student's learning needs and provides targeted support to help students master grade-level standards.

RATIONALE: Williams Middle School is committed to improving student achievement through the use of high-quality instructional resources that provide differentiated learning opportunities. IXL supports teachers by delivering personalized practice and actionable data that can be used to monitor progress, address learning gaps, and guide instruction. The platform provides students with opportunities to strengthen skills in English Language Arts, Mathematics, Science, and Social Studies while supporting the district's goal of increasing academic achievement for all students through standards-based instruction and data-driven decision making.

FUNDING: The cost, not to exceed $18,320, will be funded through Targeted 0709 funds. The expenditure is included in the school's instructional budget for the 2026-2027 school year. The agreement provides 750 student licenses for English Language Arts, Mathematics, Science, and Social Studies.

RECOMMENDATION: Approve Agreement for IXL Learning Platform at Williams Middle School for the 2026-27 School Year.

PREPARED BY: Jenny Hoffman, Principal, Williams Middle School.

IXL LEARNING™

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

RENEWAL QUOTE

QUOTE # 1554720-1
DATE: JANUARY 16, 2026

TO:
Jenny Hoffman
Earl E Williams Middle School
1600 TENNIS LN
TRACY, CA 95376

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Alexa Wiss	A25-6855438	July 1, 2026 - July 1, 2027	July 1, 2026

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license (Grades 6-8) Subjects: IXL Complete (Math, ELA, Science, and Social studies)	750	$23.50	$17,625.00
		Total Price	$17,625.00

SERVICES	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL Elevate I	1	$695.00	$695.00
		Total Price	$695.00

TOTALS	
Total Subscriptions List Price	$17,625.00
Total Services List Price	$695.00
Grand Total	$18,320.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to https://www.ixl.com/po-upload and enter quote # 1554720-1. Paying over $5,000 via credit card will result in a 3% fee. For international accounts, we can accept wire transfers for an additional fee.

SALES CONTRACT

CONTRACT #1554720-1
January 16, 2026

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER
Jenny Hoffman
Earl E Williams Middle School
1600 TENNIS LN
TRACY, CA 95376

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Alexa Wiss	A25-6855438	1554720-1	July 1, 2026 - July 1, 2027

PAYMENT PLAN

Amount	Invoice date
$18,320	July 15, 2026
TOTAL	**$18,320**

Price valid until July 1, 2026

ACCEPTANCE OF SALES CONTRACT
This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE _____ **DATE** _____

IXL LEARNING

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.
3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.
5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free **(855) 255-8800** | Direct **(650) 372-4300** | E-mail **orders@ixl.com**
Completed sales contracts should be emailed to your sales consultant.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 3, 2026
SUBJECT: **Approve Agreement for Contract Services Agreement between Operation Scholars and Williams Middle School for the 2026-2027 School Year**

BACKGROUND: Operations Scholars is dedicated to creating a safe and supportive environment where youth can explore their identity, build character, and achieve their academic and personal aspirations. Through comprehensive social and emotional counseling, behavioral services, and assessments, the program supports diverse students in their journey toward success. Committed to fostering resilience, self-advocacy, and essential life skills, Operations Scholars empowers students to thrive academically and develop into confident, goal-driven leaders in an ever-evolving world.

RATIONALE: Students who have experienced trauma or exhibit negative and disruptive behaviors are considered high-risk and encounter daily challenges. Operation Scholars will implement Tier 2 whole-child approach interventions to provide support both in and outside the classroom, as well as during before- and after-school programs. This service is designed to help students develop skills in stress management, impulse control, behavioral regulation, respect for others, self-discipline, social awareness, and other key areas that influence behavior. The services of this program are in alignment with TUSD's LCAP 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, not to exceed $111,496, will be funded through LCAP fund's goal 2 action 6.

RECOMMENDATION: Approve Agreement for Contract Services between Operation Scholars and Williams Middle School for the 2026-27 School Year.

PREPARED BY: Jenny Hoffman, Principal Williams Middle 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 Operation Scholars, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:

   Provide a Behaviorist Technician 8 hours per day to assist and support needs and student achievement in school. The operation Scholars Behavioral Technician will provide behavior support, restorative practices, positive development of academic skills, confidence, and tutoring services as needed.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 181 (180) DAYS, under the terms of this agreement at the following location Williams Middle School

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

   a. District shall pay $ 77.00 per HOUR, not to exceed a total of $111,496.00. 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 07/31/2026, and shall terminate on 05/31/2027.

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, Jenny Hoffman at 209-830-3345 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

   b. Contractor WILL have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Demarieya Nelson
Contractor Signature 06/09/2026

C.E.O / Behaviorist
Title

Business Services Review Yes

Tracy Unified School District

Date

District Funds
Funding Source

Williams Middle
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: June 3, 2026
SUBJECT: **Approve Agreement for HMH's Read 180 Program for Williams Middle School for the 2026-2027 School Year**

BACKGROUND: READ 180 is a research-based literacy intervention program designed to support students who are reading below grade level. The program combines adaptive technology, high-interest instructional materials, teacher-led instruction, and independent reading to accelerate literacy growth. READ 180 provides personalized learning pathways, reading comprehension instruction, vocabulary development, writing activities, and progress monitoring tools to help students build the foundational literacy skills necessary for academic success. The requested purchase includes 25 student licenses and accompanying student workbooks for the 2026-2027 school year.

RATIONALE: Williams Middle School is committed to improving literacy outcomes for students who require additional reading support. READ 180 provides targeted intervention designed to address reading deficits while engaging students with age-appropriate content and individualized instruction. The program supports teachers in monitoring student progress and delivering interventions based on student needs. This request supports the district's goal of increasing academic achievement by providing evidence-based literacy instruction and intervention for students performing below grade level.

FUNDING: The cost, not to exceed $3,667, will be funded through District LCAP 0709 funds

RECOMMENDATION: Approve Agreement for Read 180 at Williams Middle School for the 2026-2027 School Year.

PREPARED BY: Jenny Hoffman, Principal Williams Middle School.

Proposal #009633629

Prepared For

Earl E Williams Middle School

Attention:
Jenny Hoffman
jhoffman@tusd.net

For the Purchase of:

Read 180 on Ed 1-Year

Prepared By
Open Cynthia Barnes
cindy.barnes@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
http://www.hmhco.com/common/terms-conditions

Date of Proposal: 5/20/2026

Proposal for

Earl E Williams Middle School

Expiration Date: 7/4/2026

ISBN		Title	Price	Quantity	Value of All Material	Free Materials Quantity
Stage B						
Student Licenses						
1866600	9780358937265	Read 180 Student License 1 Year Includes: Read 180 on Ed Student License 1 Year Implementation Success	$109.00	25	$2,725.00	
Total for Student Licenses			**$2,725.00**			
Teacher Licenses						
1835546	9780358740643	Read 180 Teacher License 1 Year Includes: Read 180 on Ed Teacher License 1 Year Access to Teacher's Corner	$299.00			2
Total for Teacher Licenses			**$0.00**			
A la Carte Items Available for Purchase						
Student Materials						
Bundles						
1840249	9780358766377	Read 180 Stage B ReaL Book Workshops 1-3 Student Edition Bundle Includes: Read 180 Stage B ReaL Book Workshop 1-3 Student Edition Read 180 Stage B Getting Started Book 1 Student Edition	$30.00	25	$750.00	
Total for A la Carte Items Available for Purchase			**$750.00**			
Total for Stage B			**$3,475.00**			

Total Savings:	**$598.00**
Subtotal Purchase Amount:	**$3,475.00**
Shipping & Handling:	**$120.00**
Sales Tax:	**$71.78**
Total Cost of Proposal (PO Amount):	**$3,666.78**

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Jenny Hoffman
jhoffman@tusd.net

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity

Total Cost of Proposal (PO Amount): $3,666.78

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
  - Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:
Earl E Williams Middle School
1600 TENNIS LN
TRACY, CA 95376-5316

Sold to:
Tracy Unified School District
1875 W LOWELL AVE
TRACY, CA 95376-2291

- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 5/20/2026

Proposal Expiration Date: 7/4/2026



Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Jenny Hoffman
jhoffman@tusd.net

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 3, 2026
SUBJECT: **Approve Agreement for Tynker Subscription for Williams Middle School for the 2026-2027 School Year**

BACKGROUND: Tynker is an online computer science and coding platform designed to provide students with engaging, standards-aligned instruction in coding, computational thinking, and STEM-related skills. The platform serves students in grades K-12 and includes interactive lessons, project-based learning activities, coding challenges, assessments, and teacher management tools. Tynker provides instruction in block-based coding, Python, JavaScript, web development, artificial intelligence, and other computer science concepts through self-paced learning experiences that are designed to support students at varying skill levels. The platform includes over 50 coding courses, more than 5,500 learning modules, automatic grading tools, and standards-aligned curriculum resources for classroom implementation.

RATIONALE: Williams Middle School continues to expand opportunities for students to develop technology and problem-solving skills that support college and career readiness. Tynker provides engaging, standards-aligned computer science instruction that promotes computational thinking, creativity, and critical thinking through coding activities and project-based learning. The platform also provides teachers with curriculum resources and progress monitoring tools that support student achievement and align with the district's goal of preparing students for success in an increasingly technology-driven world.

FUNDING: The cost, not to exceed $1,540, will be funded through Williams Middle School Title I funds. The expenditure is included in the school's budget for the 2026-2027 school year.

RECOMMENDATION: Approve Agreement for Tynker Coding Platform at Williams Middle School for the 2026-2027 School Year.

PREPARED BY: Jenny Hoffman, Principal Williams Middle School.

CodeHS

Quote #33053

Chelsea Guzman
Earle E. Williams Middle
1600 Tennis Ln.
Tracy, CA 95376
USA

Order Summary

Start Date	07/01/2026	**Total Amount**	$1,540.00
End Date	06/30/2027	**Billing Frequency**	Annual
Term	12 months	**Payment Method**	Check, Bank Transfer
Payment Terms	Net 30	**Auto Renewal**	No
Currency	USD	**Integrations**	None

Pricing Summary

Items	Start Date	End Date	Quantity	Price	Total Price
Tynker Premium | Middle School Per Student Plan	07/01/2026	06/30/2027	55	$28.00	$1,540.00
Tynker Premium | Rostering Integration	07/01/2026	06/30/2027	1	$0.00	$0.00
Tynker Premium | Onboarding	07/01/2026	06/30/2027	1	$0.00	$0.00
Total					**$1,540.00**

Description of Licenses:
Tynker Premium | Middle School Per Student Plan: School Year License for 1 Named Student Account

Tynker Premium | Rostering Integration: Tynker Premium Plan | Rostering Integration School Year Price per Site

Tynker Premium | Onboarding: Onboarding Non Certification Track

Company Address:
CodeHS Inc.
747 N LaSalle Dr #500
Chicago, IL 60654
Phone: (415) 889-3376

Prepared by: David Moreno

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Education Services
DATE: June 5, 2026
SUBJECT: **Approve Agreement Between Tracy High School and IXL Learning to Support the Collaborative Teaching Model with ELD and SPED Students for the 26-27 School Year**

BACKGROUND: IXL Learning (ixl.com) is a web-based software package that contains standards aligned instructional modules and corresponding assessments in core educational subjects. Traditionally, offering targeted intervention and practice to previously identified at-risk students has been challenging as the educational material typically requires the teacher to design and create it as needed. IXL organizes learning modules down to individual skills and/or standards thereby allowing teachers to assign intervention/practice in response to identified (e.g. Fastbridge) needs. The purpose of adopting and implementing this software package can be summarized in two main areas. First, ELD teachers can assign learning modules based upon the varied needs of their ELD students. Second, IXL can be used as a specific skill building tool as a part of a Collaborative Special Education classroom.

RATIONALE: The purpose of this request is to renew a one-year contract with IXL to offer access to its standards-aligned, supplementary instruction and skills practice, to our ELD students and to our Special Education students that are in a Collaborative Teaching classroom. The requested amount below will provide licenses for 200 ELD students and 50 Special Education students. The package also includes teacher training as needed. This aligns with Goal 4: Activity/Strategy 4 found in the 2026-2027 THS SPSA.

FUNDING: The cost will not exceed $4,025.00 for this program will be funded by Title I funds.

RECOMMENDATION: Approve Agreement Between Tracy High School and IXL Learning to Support the Collaborative Teaching Model with ELD and SPED Students for the 26-27 School Year.

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

IXL LEARNING™

RENEWAL QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 1617937-1
DATE: MAY 11, 2026

TO:
Jon Waggle
Tracy High School
315 E 11TH ST
TRACY, CA 95376

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Alexa Wiss	A25-6970120	July 21, 2026 - July 21, 2027	July 21, 2026

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license, including:			
Grades 9-12 Subjects: IXL Complete (Math, ELA, Science, and Social studies)	50	$24.50	$1,225.00
Grades 9-12 Subject: ELA	200	$14.00	$2,800.00
		Total Price	$4,025.00

TOTALS	
Total Subscriptions List Price	$4,025.00
Grand Total	$4,025.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to https://www.ixl.com/po-upload and enter quote # 1617937-1. Paying over $5,000 via credit card will result in a 3% fee. For international accounts, we can accept wire transfers for an additional fee.

SALES CONTRACT

CONTRACT #1617937-1
May 11, 2026

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER
Jon Waggle
Tracy High School
315 E 11TH ST
TRACY, CA 95376

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Alexa Wiss	A25-6970120	1617937-1	July 21, 2026 - July 21, 2027

PAYMENT PLAN

Amount	Invoice date
$4,025	August 4, 2026
TOTAL	**$4,025**

Price valid until July 21, 2026

ACCEPTANCE OF SALES CONTRACT
This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE _____ **DATE** _____

IXL LEARNING

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.
3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.
5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free **(855) 255-8800** | Direct **(650) 372-4300** | E-mail **orders@ixl.com**
Completed sales contracts should be emailed to your sales consultant.

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 IXL 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:

   Renew one-year contract which will provide licenses for 200 ELD students and 50 Special Education students. Service will provide access to standards-aligned, supplementary instruction and skills practice to our ELD students and to our Special Education students that are in a collaborative teaching classroom. Package also incudes teacher training if needed.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of one-hundred eighty 180) DAYS , under the terms of this agreement at the following location Tracy High School

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

   a. District shall pay $4,025.00 per FLAT RATE , not to exceed a total of $4,025.00. 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 08/03/2026, and shall terminate on 05/29/2027.

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

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

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

   b. Contractor WILL 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:

Paul Mishkin
Contractor Signature 06/08/2026

Chief Executive Officer
Title

Business Services Review Yes

Tracy Unified School District

Date

Title I
Funding Source

Tracy 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 Education Services
DATE: June 5, 2026
SUBJECT: **Approve Tracy High School Contract Service Agreement for a One-Year License with Lanterna Education, Inc. (Distance Learning Provider) for the 2026-2027 School Year**

BACKGROUND: TUSD has phased out French language instruction. The current teacher of French at Tracy High School is retiring in June of 2026. There are four students in the International Baccalaureate (IB) program at Tracy High that are slated to take IB French HL2 as a part of their IB Diploma Program. Lanterna is an accredited provider that provides IB specific instruction through a digital platform.

RATIONALE: IB Diploma candidate students are required to take exams in six groups (disciplines) within the IB Curriculum. One of those groups is World Language. Typically, the students that include French in that program begin their journey through the sequence of French classes during their Freshman Year and end their journey in IB French HL2 during their senior year. Due to low numbers of new enrollees, TUSD decided to phase out French instruction. That decision was made after some students had begun their four-year sequence. Due to the extremely low enrollment in the class (4 students) and to keep the promise and commitment made to these students, TUSD and THS are asking to approve funds to contract with an organization (Lanterna) to provide the final year of IB French HL2 instruction for the remaining students in the program in lieu of attempting to hire a teacher for one class period.

FUNDING: Contract will not exceed $25,000.00 and will be paid using LCFF funds.

RECOMMENDATION: Approve Tracy High School Contract Service Agreement for a One-Year License with Lanterna Education, Inc. (Distance Learning Provider) for the 2026-2027 School Year.

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

Summary

Lanterna is a web-based platform that connects educators—teachers, tutors, and substitutes—with IB programme courses, individual students, and schools. Built with secure PHP Laravel architecture, encrypted logins, and hosted on EU-based servers, Lanterna ensures high security, performance, and a seamless user experience for educational institutions, students, and tutors.

Main features

Teacher:
Log in, edit their profile, view available teaching opportunities, upload videos, and add personal information to showcase their skills. They can also start the Virtual Classroom (Chime integration).

Student:
Session-online participation in classes, accessible via a Chime link provided by school staff.

Support Team:
Access all user information (except passwords), assist with scheduling and lesson organization, and manually adjust bookings for teachers or students as needed.

Lanterna Admins:
Manage the platform through the back-end, including adding, removing, or updating users, resetting passwords, and performing other necessary administrative functions.

Front End application

The front-end application is built using Vue.js. We maintain the latest versions to ensure smooth performance and a responsive user experience across devices.

Admin application

The admin application uses PHP Laravel, a powerful open-source MVC framework, providing a robust and efficient backend for managing platform operations.

Lanterna Education Inc.
1111B S Governors Ave STE 46574
Dover, DE, 19904
United States

Development Process

Application information

We develop according to Kanban and Agile with a clear Backlog of prioritised items. We test in localhost and staging both manually and automated before releasing to production. Bugs are being handled in a process where they are marked as bugs and depending on severance, qualified and fixed as soon as possible.

Incident Handling

The incident response process is initiated by designating an Incident Manager (IM), who may be any team member. The IM's first responsibility is to select an Incident Developer (ID), the only person the IM communicates with regarding the incident. The IM is tasked with updating the team on the incident's status every 30 minutes, typically in the Incident channel on our communication channel.

If the situation warrants, the IM can enlist additional personnel to assist in resolving the incident. After the incident is resolved, the IM organizes a Root Cause Analysis (RCA) meeting, scheduled within one week of the incident resolution, to analyze and learn from the event.

Incident triggers are identified through various means:

- A Jira system ticket marked with the highest priority, indicating critical issues like server outages in production, qualifies as an all-hands-on-deck incident.
- A high-priority ticket, representing significant operational issues like customers being unable to place orders or make payments, warrants the attention of at least one developer.
- Downtime alerts from Pingdom.

Manually identified incidents of significant impact.

All identified incidents are to be promptly reported in the Incident channel. The team operates on a "best effort" availability basis, without a dedicated 24-hour schedule for incident response.

Cookies and tracking
We track usage in the application, using Google Analytics, Facebook Pixel and Hubspot. Cookies are used for certain parts of the login.

Security
mysqlSQL-database: Only administrators have privileges to write to the databases. Local information on localhosts is scrambled. No passwords can be read at any time (hashed).

We use encryption services which provide a simple, convenient interface for encrypting and decrypting text via OpenSSL using AES-256 and AES-128 encryption. All the encrypted Application information values are signed using a message authentication code (MAC) so that their underlying value can not be modified or tampered with once encrypted.

Logins
Our platform leverages Laravel's native authentication to provide a secure, session-based login experience. Key features include:

- Secure Sessions: Uses encrypted cookies and server-side sessions to maintain user states without repeated logins.
- Data Protection: Ensures security through robust password hashing and SSL/TLS encryption.
- Efficient Lifecycle: Automates secure redirects and immediate session invalidation upon logout.
- Admin Control: Provides administrators with full oversight of user sessions and access management.

Certificates
We use SHA-256 ECDSA SSL-certificates (haps).

Data
We follow GDPR (see separate documentation)/DSVGO and PII/nFADP.

Chime Integration
We have integrated the Virtual Classroom video storage with Chime. Chime, part of the AWS group, is fully GDPR compliant and we have the DPA (Data Processing Agreement).

Servers location
Our servers are located in Frankfurt and hosted by Amazon Web Services.

Backups
We make incremental backups and save data up to 7 days.

Robert Mejlerö
robert@lanterna.com
CTO

Daniel Bjärne
daniel@lanterna.com
CEO, acting DPO

March 25, 2026

Lanterna Education Inc.
1111B S Governors Ave STE 46574
Dover, DE, 19904
United States

GENERAL TERMS AND CONDITIONS (US 2026:1)
LANTERNA COURSES, FULL YEAR TEACHER AND ONLINE SUBSTITUTE TEACHER SERVICES

1 INTRODUCTION

These standard terms (the **"Standard Terms"**) apply to the delivery and use of the Services.

2 DEFINITIONS

In this document, unless the context otherwise requires:

"**Agreement**" means the Order Form, these Standard Terms and conditions, the Terms of Website Use, the data processing agreement between the parties attached as Appendix 1 and any supplementary documents referred to herein;

"**Bespoke Courses**" means Courses that are specifically carried out for the School and its Users and are not open to any other participants;

"**Classroom Hours**" means in respect of Full Year Teacher Services live synchronous in-classroom teaching hours (for the sake of clarity, provided virtually), which, unless otherwise agreed by Lanterna, will take place during regular school hours;

"**Confidential Information**" means any information that, whether written or oral and whether it being designated as confidential or not, by its nature, and/or the circumstances of its disclosure, makes it reasonably likely that it is confidential, including the Teaching Materials;

"**Courses**" means group courses, which may include revision courses or workshops and can be either Bespoke Courses or Open Courses, excluding Full Year Teacher Services;

"**Data Protection Laws**" mean all applicable laws, rules and regulations that apply to or govern the processing of personal data from time to time, including, but not limited to, the federal Family Educational Rights and Privacy Act of 1974 (FERPA) and the Children's Online Privacy Protection Act (COPPA) as well as other applicable federal and local privacy laws and regulations, including New York State Education Law Section 2-d (NY EdLaw 2-d), California Student Online Personal Information Protection Act (SOPIPA) and Illinois Student Online Personal Protection Act (SOPPA);

"**DPA**" means the data processing agreement between the School and Lanterna set out in Appendix 1.

"**Effective Date**" means the date Lanterna and the School execute the Order Form;

"**Excluded Services**" means in respect of Online Substitute Teacher Services any services other than Online Substitute Teacher Services, including grading, homework, mock exams, internal assessments, class scheduling, participation in teacher conferences, school year planning or parent meetings.

"**Feedback**" means comments, suggestions, improvements, ideas or other feedback;

"**Full Year Teacher Services**" means the two-year IBO online courses developed by Lanterna set out in the Order Form consisting of Classroom Hours and Other Teaching Hours, excluding Submissions and Courses;

"**IBO**" means the International Baccalaureate Organization;

"**Intellectual Property Rights**" means all copyright and related rights, design rights, registered designs, patents, trade and service marks (registered and unregistered), database rights, semi-conductor topography rights, know how, rights in confidential information and all other intellectual property rights throughout the world for the full term of the rights concerned;

"**Lanterna**" means Lanterna Education Inc, a Delaware corporation with address 1111B S Governors Ave STE 46574 Dover, DE, 19904;

"**Online Substitute Teacher Services**" means means the provisioning of Teachers who will act as the substitute teacher and provide synchronous in-classroom teaching hours (for the sake of clarity, provided virtually) for specific subjects during pre-scheduled in-classroom teaching hours, excluding any Excluded Services;

"**Open Courses**" means Courses for which the School purchases a given number of seats (as set out in the Order Form) for its Users and which Courses are also open to other participants;

"**Order Form**" means the order form entered into between Lanterna and the School;

"**Other Teaching Hours**" means in respect of Full Year Teacher Services asynchronous teaching or pedagogy services outside of the classroom, for example answering Subject related questions from students, grading and reviewing of assignments, but excluding any Submissions;

"**Privacy Policy**" means means Lanterna's privacy policy (Privacy Policy - Lanterna for https://www.lanterna.com) which describes how we process personal data;

"**Programs**" any website, platform, interface or system made available by Lanterna from time to time, in connection with the Services;

"**Safeguarding Policy**" means in respect of (i) Tutoring Services and Courses the Tutoring Safeguarding Policy, and (ii) Full Year Teacher Services and Online Substitute Teacher Services the Safeguarding Policy for Teacher Assignments;

"**School**" means the school set out in the Order Form;

"**Services**" means the provisioning of the Courses, Online Substitute Teacher Services or Full Year Teacher Services set out in the Order Form;

"**Subject**" means the subject set out in the Order Form;

"**Submissions**" means any submissions, including of internal assessments, grades, mock grades, final exams or any other information or documentation, to the IBO or any other similar institution;

"**Teacher**" means a teacher that carries out the Online Substitute Teacher Services or Virtual Teacher Services, as applicable, on Lanterna's behalf.

"**Teaching Materials**" means any materials such as online tests, tutorials or downloadable content made available to the School or a User in connection with the provision of the Services;

"**Terms of Website Use**" means the applicable terms of website use (Terms of Website Use - Lanterna Education);

"**Tutor**" means a tutor that carries out Courses on Lanterna's behalf;

"**Users**" means individual students to whom the Services are provided;

3 SUPPLY OF SERVICES

3.1 Services. Lanterna will provide the Services to the School on the terms of the Agreement. Unless otherwise set out in the Order Form, the Services will be provided virtually online and not in-person.

3.2 Quality. The Services will be provided with reasonable skill and care. Where Lanterna shall strive to unlock students' potential and maximise their results, Lanterna does not make any commitment that any student will obtain any particular result as a result of the Services.

3.3 Recordings. Lanterna may record courses sessions. The School is responsible for obtaining any necessary consents from the Users (or their guardians) for such recording.

3.4 In-person Courses. If Courses are delivered in-person (and not digitally), the School will be responsible for:

(a) ensuring that the Course Sessions can be carried out in a safe and accessible learning environment;

(b) appointing a key contact person that will either act as the facilitation manager or coordinate any contact with said manager; and

(c) providing the Tutor with reasonable access to any facilities that their school teachers have access to, including printers, scanners, etc. at least one hour prior to each Course Session,

and Lanterna may remove any disruptive student from any Course Session, or the entire Course, and the School will assist Lanterna in any such removal.

3.5 Teachers. Online Substitute Teacher Services and Full Year Teacher Services are not person-specific and Lanterna may carry out the Services via one or more Teachers and may temporarily or permanently, replace or substitute any Teacher from time to time, including due to illness, lack of availability or similar, by notice to the School. Lanterna will notify the School of any interruptions of the Services arising as a result of any substitution or replacement of any Teacher, provided that in respect of Full Year Teacher Services any delay may not exceed five days of interrupted Services. Lanterna will in good faith consider any reasonable requests from the school to substitute or replace any Teacher.

3.6 Full Year Teacher Services. Subject to School being solely responsible for all scheduling and lesson planning, unless otherwise agreed in the Order Form, Lanterna guarantees that each Virtual Course will include at least 40 hours Classroom Hours during each academic year.

4 SCHOOL OBLIGATIONS

4.1 School undertakings. The School confirms that: (i) it is registered and validly existing under the laws of its jurisdiction of registration and will only grant Users access to the Service in that territory; (ii) any information that it submits to Lanterna is, and will be, (a) true, accurate and complete, and (b) lawfully shared without any further requirement or condition, including obtaining consent from any User or any third party; (iii) in using the Service, it, and its Users, will comply with (a) any laws and regulations, including Data Protection Laws, (b) the terms of the Agreement, including these Standard Terms, the DPA and the Terms of Website Use, and (c) any guidelines communicated by Lanterna from time to time; and (iv) it is not named on any list of prohibited or restricted parties published by the European Union, the United Nations, the United States or any other government or international institution, nor is it owned or controlled by or acting on behalf of any such party, and it will not use the Service in violation of any export control laws, trade sanctions or

embargoes or in any manner that could cause Lanterna or any third party to violate such laws or regulations.

4.2 School responsibilities. The School will, as applicable, be responsible for:

(a) ensuring that all students have the hardware, communication networks and other equipment necessary to enjoy Services, and the due installation thereof;

(b) any resources required by students to learn the Subjects, including text books, calculators, etc., provided that Lanterna will for Full Year Teacher Services provide reasonably required Teaching Materials;

(c) except for Full Year Teacher Services, providing all teaching and learning materials reasonably required for Lanterna to provide the Services, including syllabus progress, student attainment levels, recent student assessments and proposed teaching units; and

(d) ensuring that an adequately skilled contact person with appropriate mandate to coordinate the Services on behalf of the School is assigned and, in respect of Full Year Teacher Services, completes any orientation or training reasonably required by Lanterna.

5 PROGRAMS

5.1 Supply of Programs. The School agrees that the Services may be supplied through any Program, and that such Programs may, at Lanterna's discretion, need to be used by the Users to enjoy the Services.

5.2 Acceptable use. The School will not in respect of any Programs: (i) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble or decompile the Service or attempt to modify the Service in any manner or form; (ii) use the Service in a manner that is unlawful, harmful, obscene, offensive or fraudulent or in violation of any third party rights; (iii) use, or knowingly permit the use of, any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Service; (iv) access the Services by any means other than through the interfaces that are provided by Lanterna; or (v) use, or allow any third party to use, the Services in any unauthorized manner, including through time-sharing or use of shared logins, or in breach of the this Agreement. Lanterna may suspend access for any User who violates the Agreement or uses the Service in a way that Lanterna reasonably believes could cause a security risk.

5.3 Changes to Programs. Lanterna may, without prior notification, make any changes to the features and functionality of any Programs or discontinue the provisioning of any Program.

5.4 Program warranties. Lanterna will in respect of any Programs endeavour that the use of the Programs is secure, error-free and that the overall system hosting the Programs is free of viruses or other harmful components.

5.5 Warranty disclaimer. EXCEPT FOR THE LIMITED WARRANTY IN CLAUSE 6.5, LANTERNA MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, CONTENT, AVAILABILITY FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, MERCHANTABILITY, OR FREE OF HARMFUL COMPONENTS IN RESPECT OF ANY PROGRAM.

6 TUTORS, TEACHERS AND SAFEGUARDING

6.1 Tutor qualifications. Lanterna confirms that all Tutors and Teachers, as applicable, have completed studies of relevance for the curricula for which she/he is engaged in teaching and have undergone Lanterna's standard recruitment process.

6.2 Non-solicitation. The Tutors or Teachers are either employed or independent contractors of Lanterna and the School undertakes to not, during the term of this Agreement and for a period of twelve months thereafter, not directly or indirectly acquire or solicit to acquire any services directly from such person. Without prejudice to any other remedies being available to Lanterna upon such breach, Lanterna shall be entitled to charge the School a fee of GBP 25,000.

6.3 Student safeguarding. Information on how Lanterna works to ensure safeguarding the privacy and personal safety of students is available in the Safeguarding Policy. The School agrees that it has read and understood the Safeguarding Policy, and will, as applicable, ensure that it and its students comply with the Safeguarding Policy.

7 FEES AND PAYMENT

7.1 Pricing and excess usage. The prices and conditions for the Services are set in the Order Form. If in respect of (i) Online Substitute Teacher Services, the maximum hours of Services set out in the Order Form, or, as applicable, (ii) Full Year Teacher Services, the maximum Classroom Hours, Other Teaching Hours or number of students set out in the Order Form, in each case, are exceeded by more than 5% Lanterna reserves the right to, during or after the term of this Agreement, issue additional invoices for fees due to such excess use.

7.2 Invoicing. Unless otherwise set out in the Order Form, Lanterna will invoice the School for the Services in full upon signing of the Order form by the School. All payments are final and non-refundable. Invoiced amounts are in the currency set out in the Order form, and exclude taxes, levies or duties of any nature, including value-added, sales use or withholding taxes.

7.3 Payment terms. All invoices are payable within 30 calendar days as of the relevant invoice date. All amounts owed hereunder, not paid when due, will be subject to penalty interest at a rate of six per cent per annum calculated and compounded daily on the amount overdue, as well as compensation for costs for recovery of late payment. Upon late payment, Lanterna may, at its own discretion, temporarily restrict the School's or Users' access to the Services until payment has been received in full. Upon the termination of this Agreement for any reason any sum owing or due to Lanterna shall be immediately payable.

8 COURSES CANCELLATION, NO-SHOWS, ETC.

8.1 No cancellations, etc. Unless otherwise set out in the Order Form, the School may not cancel (in full or in part) or reschedule any Course or course session. Lanterna does not assume any responsibility or allow any refunds for any failure of Users to use the Services (including attending Course Sessions) attributable to the School or Users.

8.2 Bespoke courses. Notwithstanding Clause 8.1, for Bespoke Courses, Lanterna will consider any reasonable requests from the School to reschedule any course session, subject to the School covering any added costs for Lanterna arising as a result of the rescheduling.

8.3 Changes. Lanterna reserves the right to change the date or time of any individual course for Open Courses by prior notice to the School, which Lanterna shall endeavour to provide at least 24 hours before that course session.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 Services Intellectual Property Rights. Lanterna and its affiliates and licensors will remain or become the exclusive owners of all Intellectual Property Rights relating to the Services (including in and to any Programs and Teaching Materials), subject to Clause 9.3.

9.2 Lanterna's Intellectual Property Rights. Lanterna's trademarks, service marks, trade names, logos, domain names, and any other features relating to the Services are the sole property of Lanterna and its licensors. Any licence granted to the School and its Users herein does not grant any rights to use Intellectual Property Rights or any other features of the Service, whether for commercial or non-commercial use, except that each User may, subject to the School having made payment in full of the Services, download a copy of any digital Teaching Materials onto its personal device for purposes which are personal and to make use of the Services only.

9.3 User content. Per the Website Terms of Use, the School or its Users will remain or become the owner of any uploaded content, and Lanterna is granted a licence to use the uploaded content on the terms set out in Website Terms of Use. Subject to Data Protection Laws, Lanterna will be the owner of any other Intellectual Property Rights arising under this Agreement.

9.4 Feedback. If the School or any User provides Feedback relating to the Services, the School agrees that Lanterna and its affiliates may incorporate the Feedback into the Services without any obligation of attribution, payment or restriction, whether based on Intellectual Property Rights or otherwise.

10 CONFIDENTIALITY AND PRIVACY

10.1 Use and disclosure restrictions. Confidential Information exchanged between Lanterna, the School and Users must be kept confidential and may not be disclosed to any third party without prior written consent of the disclosing party. Confidential Information must be treated and stored carefully and appropriately so that the Confidential Information is disclosed in breach of this Agreement.

10.2 Permitted disclosures. Notwithstanding Clause 10.1, this Agreement shall not prohibit the disclosure of Confidential Information to the extent that such disclosure is permitted or required by law, regulation or order of a court or other governmental authority. Furthermore, Lanterna may disclose Confidential Information on a need to know basis to its contractors and service providers who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the Services.

10.3 No reproduction. The School and its Users may not, subject to Clause 10.2 as concerns Teaching Materials, copy, make transcriptions or recordings or in any other way reproduce or duplicate any document or other medium containing Confidential Information or Intellectual Property Rights, without Lanterna's written consent.

10.4 Lanterna privacy obligations. Lanterna will comply with Data Protection Laws, the Privacy Policy and the DPA in relation to any School or User personal data collected and processed in connection with the Services, including to improve or develop the Services.

10.5 User consents. If required by Data Protection Laws, the School confirms that: (i) all Users, or, as applicable, their parent or guardian, lawfully consent to the processing of any personal data in relation to the Services; or (ii) it is authorized under applicable law to consent to the processing of any personal data in relation to the Services on behalf of all Users or, as applicable, their parent or guardian.

11 LIMITATION OF LIABILITY

11.1 Exclusion of damages. LANTERNA WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, EXAMPLARY OR INDIRECT DAMAGES, OR ANY ECONOMIC OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, BUSINESS VALUE, REVENUE, GOODWILL, LOSS OF DATA OR ANTICPATED SAVINGS (REGARDLESS OF THE BASIS OF THE CLAIM).

11.2 Limitation of liability. LANTERNA'S ENTIRE LIABILITY IN THE AGGREGATE FOR ALL CLAIMS RELATED TO THE AGREEMENT (REGARDLESS OF THE BASIS OF THE CLAIM) WILL NOT EXCEED ANY ACTUAL DIRECT DAMAGES INCURRED BY THE SCHOOL UP TO THE TOTAL AMOUNT PAID BY THE SCHOOL UNDER THE AGREEMENT IN THE TWELVE MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY, EXCEPT WHERE THE LOSS OR DAMAGE IS DUE TO LANTERNA'S WILLFUL VIOLATION OF THE TERMS OF THE AGREEMENT OR CANNOT BE LIMITED UNDER APPLICABLE LAW.

12 TERM AND TERMINATION

12.1 Term. For Courses and Virtual Teaching Services, this Agreement will enter into force on the Effective Date and remain in force for the terms set out in the Order Form. For Full Year Teacher Services, this Agreement will enter into force once signed by the School and, unless otherwise agreed in the Order Form, remain in force for a period of two years from the effective date, and, unless either party notifies the other party in writing at least one month prior to the respective expiration of this Agreement, it will be automatically renewed for subsequent successive terms of twelve months, based on the same terms as this Agreement excluding any introductory or other time-limited discounts. Lanterna may, however, propose adjustments to the fees at the latest two months prior to each renewal period. Unless the School terminates the Agreement pursuant to this Clause 12.1, the adjusted prices will apply when this Agreement is renewed.

12.2 Termination. Notwithstanding Clause 12.1, either Party may terminate this Agreement immediately upon written notice if:

(a) the other party commits a material breach of any term of this Agreement (including if the School is delinquent in any payment) and, if capable of being remedied, fails to remedy that breach within a period of 30 days after being notified in writing to do so; or

(b) either party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or enters into any form of insolvency, bankruptcy, or receivership proceedings.

12.3 Payments on termination. If this Agreement is terminated per Clause 12.2:

(a) by Lanterna, the School must pay all outstanding unpaid invoices and interest up to the date of termination; and

(b) by the School, Lanterna will be entitled to the agreed fees up until the termination date, but no further fees will be due for any Services not yet delivered, provided that

12.4 in each case, without any refund for fees already paid.

13 MISCELLANEOUS

13.1 Publicity. Unless otherwise notified by the School, the School agrees to Lanterna using the School's name and logo in its marketing materials, including on its website, and as a reference in communications with potential customers to identify the School as a user of the Services.

13.2 Notices. Any notice or other communication to be given or served under or in connection with this Agreement shall be in writing and shall be sent by e-mail to the other party's contact person set forth in the subscription service form.

13.3 Assignment. The School may not assign, mortgage, charge any of its rights or sub-contract or otherwise delegate any of its obligations under this Agreement, except with the written consent of Lanterna.

13.4 Entire agreement. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement and no modification of this Agreement shall be effective unless it is made in writing and executed by or on behalf of the parties unless otherwise is set forth in this Agreement.

13.5 Conflicting terms and precedence. Issuance by Lanterna of an Order Form, and the School's acceptance of any Order Form, quotation or proposal by Lanterna, is expressly limited to and conditioned upon these Standard Terms and the Agreement. The terms of the Agreement will prevail over any additional, conflicting or inconsistent terms, whether appearing on any purchase order or any other document or agreement furnished by the School, and any such terms will have no force and effect, notwithstanding Lanterna's acceptance or execution thereof, and under all circumstances any limitations of liability under these terms will expressly extend to any such other document.

13.6 Waivers. No failure or delay by any party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, or otherwise prejudice, affect or restrict the rights or remedies of that party in relation to the other party, and no waiver by any party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

13.7 Force majeure. Lanterna will not be liable for damages for any delay or default in performance of its undertakings or obligations under the Agreement if such delay or default is caused by force majeure, including wars, insurrections, fires, pandemics, acts of government, passing of laws or any governmental order, regulation or ruling, or any other acts or circumstances beyond the reasonable control of Lanterna, and the School will not have the right to terminate the Agreement unless such delay or default in performance is caused by force majeure for a period of more than six months. During the force majeure event, Lanterna will use all reasonable efforts to avoid, reduce or eliminate the force majeure event's prevention, restriction or delay of the performance of its obligations under the Agreement.

13.8 Surviving provisions. All provisions of this Agreement that can be reasonably interpreted as surviving upon the full performance, expiry, termination, cancellation or voidance of the Agreement (in particular provisions on intellectual property rights and confidentiality) shall survive said performance, expiry, termination, cancellation or voidance.

14 APPLICABLE LAW AND DISPUTE RESOLUTION

14.1 Applicable law and dispute resolution. This Agreement shall be governed by the substantive laws of the State of Delaware without regard to conflict of laws and all disputes arising under or relating to this Agreement shall be brought and resolved solely and exclusively in the state or federal courts in the state of Delaware. Should any legal proceedings be commenced in connection with this Agreement, the prevailing party in such action will be entitled to recover, in addition to court costs, such amount as the court may adjudge as reasonable attorney's fees. THE PARTIES IRREVOCABLY WAIVE ALL RIGHTS UNDER APPLICABLE LAW TO TO A TRIAL BY JURY.

APPENDIX 1
DATA PROCESSING AGREEMENT

1 GENERAL

1.1 This DPA forms part of the Standard Terms and the Agreement which incorporates this DPA by reference.

1.2 The School instructs Lanterna, and Lanterna agrees, to process certain personal data in accordance with this DPA to provide the Services per the Agreement. The School is the controller of the personal data and Lanterna acts as its data processor.

1.3 Capitalized terms used but not defined in this DPA will have the meanings set out in the Standard Terms. Terms defined under Data Protection Laws, including "data subject", "personal data" and "processing" that are used in this DPA will have the same meaning as set out in Data Protection Laws.

2 SCHOOL OBLIGATIONS

The School will:

(a) ensure that there is a legal basis for the processing of personal data, and keep a record of this;

(b) notify Lanterna of incorrect, corrected, updated or deleted personal data which is subject to Lanterna's processing;

(c) document and, upon Lanterna's, request, inform about the categories of data subjects and categories of personal data that will be processed;

(d) provide, documented instructions to Lanterna processing of personal data (Sub-Appendix 1); and

(e) comply with Data Protection Law.

3 LANTERNA OBLIGATIONS

3.1 Lanterna will:

(a) process the personal data in accordance with Data Protection Laws, this DPA, and documented instructions from the School;

(b) immediately inform the School if it lacks an instruction on how to process personal data in a particular situation or if it believes any School instruction violates Data Protection Laws;

(c) if legally permissible, inform the School before processing personal data in addition to or in violation of the School's instructions due to being required to do so by Data Protection Laws;

(d) ensure that persons authorized to process the personal data have received training and instructions regarding the processing and are subject to confidentiality undertakings;

(e) promptly refer any requests from data subjects, competent authorities, or any third parties about the processing of personal data under this DPA to the School;

(f) assist the School in fulfilling its obligations to respond to requests from supervisory authorities and data subjects to exercise their rights under Data Protection Laws; and

(g) on request, assist the School with carrying out data protection impact assessments, including prior consultations with supervisory authorities, as required by Data Protection Laws.

3.2 If required by Data Protection Laws, Lanterna will, once annually and with at least seven days' advance written notice, provide the School with the information reasonably necessary to verify its compliance with Data Protection Laws. If the School uses a third-party representative to conduct the audit, it must ensure that such third-party representative is subject to confidentiality undertakings.

5 SECURITY MEASURES

5.1 Lanterna will implement appropriate technical and organizational measures to protect the personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access.

5.2 Lanterna will, without undue delay and in any case within 72 hours from becoming aware of a personal data breach involving personal data processed under this DPA, notify the School in writing, including providing a description of the personal data breach and the actions taken by Lanterna to mitigate its effects. Lanterna will assist the School in fulfilling the obligations to inform the data subjects and the applicable supervisory authorities about the personal data breach.

6 SUBCONTRACTORS

6.1 Lanterna may engage subcontractors as subprocessors in order to provide the Services.

6.2 Lanterna will ensure that all subprocessors are subject to data protection terms that provide an equivalent standard of protection as outlined in this DPA. Lanterna will remain fully liable, as between the School and Lanterna, for any processing of personal data by its subcontractors under this DPA.

7 COMPENSATION

Lanterna is entitled to reasonable compensation for direct costs when assisting the School with obligations set out in Clauses 3.1(e)-(g), 3.2 and 7.2 regarding the return of personal data.

8 TERM AND TERMINATION

8.1 This DPA is effective from the Effective Date and is effective for as long as Lanterna is processing personal data on behalf of the School notwithstanding any termination of the Agreement.

8.2 Upon termination of the Agreement, Lanterna will, after a limited grace period, discontinue the processing of all personal data that it has received as part of the Services. Lanterna must ensure that the personal data in its possession or control, in accordance with the School's instructions, are either returned or destroyed. If the School has not informed Lanterna of its choice within one month from the termination of the Agreement, Lanterna may destroy the personal data. Lanterna will, at the School's request, confirm in writing that it has returned or destroyed all copies of such personal data.

9 LIABILITY

Lanterna will indemnify and hold harmless the School from and against claims against the School by a third party arising from or relating to any breach of Lanterna's obligations under this DPA or under Data Protection Laws, subject to the School notifying Lanterna as soon as it becomes aware of such claims. The liability of Lanterna is limited in accordance with clause 12 of the Agreement which shall apply to this DPA as if it was included herein.

10 GOVERNING LAW AND VENUE

10.1 The parties agree that the provisions on governing law and jurisdiction as set out in the Agreement shall be applicable to this DPA as if they were included herein.

10.2 Where a dispute concerns personal data from more than one country, the dispute shall be settled taking into account the legislation on the personal data of the respective countries.

SUB-APPENDIX 1
Processing instructions

Processing	
The purposes and nature of the processing	The personal data are processed for the purpose of supplying the Services under the Agreement. Lanterna may perform the following processing operations: - Storage - Administration - Access in connection with support
Categories of data subjects	- Teachers - Students - Schools/community administrators
Categories of personal data	- **Contact information/User ID information**, including name, e-mail address, name of school etc. - **Student data**, including tests, test results, classes, communications, User generated content, etc. - **IT administrative data** such as data related to the Services, including technical features, user names, location, communication data and metadata as well as technical events related to the Services including system and application logs - **Security data** such as security logs, facility and system surveillance data and information about security breaches - **Service data**, such as IP address, how the visitor has interacted with the website, etc. - **Other personal data** the data subject provides when using the Services
Geography	
The personal data will be processed (*e.g.*, stored or accessed) in the following locations	In or outside of the United States.

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 Lanterna Education 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:

   Lanterna Education, Inc. will provide THS students with distance learning for the IB French HL2. This will allow THS to honor the commitment made to these students. Students will complete all courses in order to earn their IB diploma.

   TUSD agrees to payment prior to the start of service.

   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 180) DAYS , under the terms of this agreement at the following location Tracy High School

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

   a. District shall pay $ 24,750.00 per FLAT RATE , not to exceed a total of $ 24,750.00 . 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 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, Jon Waggle at 209-830-3360 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

   b. Contractor WILL 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:

Emily Petersen
Contractor Signature 06/09/2026

CFO
Title

Business Services Review Yes

Tracy Unified School District

Date

LCFF
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: June 4, 2026
SUBJECT: **Approve Agreement for Contract Services Between Point Quest Group and Central School for the 2026-2027 School Year**

BACKGROUND: Point Quest Group is an organization that provides behavior services, and extensive social emotional counseling. TUSD schools and Point Quest Group began a partnership in providing behavior technicians to meet the increased social emotional needs of students. Point Quest Group offers campus support through mentorship for all students on campus.

RATIONALE: Point Quest Group is a company who is a leader in their field. They have diverse specialists who represent our student population and they have proven success impacting student behaviors. They will provide one behaviorist, 7 hours daily, for the 2026-2027 school year. They will provide behavior support, mentorship, restorative practices, and counseling for all students to assist in student success while overcoming academic challenges. This aligns with Strategic Goal #2 of our SPSA to prepare all students for college and career readiness and to provide a safe and equitable learning environment for all students and staff.

FUNDING: The cost, not to exceed $120,000.00, will be paid for through the California Community Schools Partnership Program (CCSPP) grant.

RECOMMENDATION: Approve Agreement for Contract Services with Point Quest Group for 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 Point Quest Group, 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 one full-time behavior specialist from July 27, 2026, to May 27, 2027. This staff will push into classrooms for behavior services to students throughout the day, hold social skills groups, transitions groups, and restorative circles. The person will provide services during lunch/recess and provide other behavioral services as needed.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 182 (186) 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 $ 48.00 per HOUR, not to exceed a total of $ 120,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

   c. District shall make payment on a 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 07/27/2026, 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 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:

Jaden Bennett Andrade
Contractor Signature 06/05/2026

Director
Title

Business Services Review Yes

Tracy Unified School District

Date

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: June 1, 2026
SUBJECT: **Approve Agreement for Contract Services Between SJCOE Language & Literacy Department and Central School for the 2026-2027 School Year**

BACKGROUND: Central School is partnering with the San Joaquin County Office of Education (SJCOE) Language & Literacy Department to provide professional development throughout the 2026–2027 school year. The professional development focus on Designated ELD strategies, integrated ELD, and building shared vision and language around support for EL students, and vocabulary acquisition. There will be support for planning, modeling, observations, and feedback depending on the needs of the teacher/group.

RATIONALE: This professional learning will consist of 3 half-day Professional Learning Sessions (ERM 2:15 - 3:30 pm) and 4 full-day coaching support sessions, broken up by grade level teams.
FUNDING: The cost, not to exceed $14,400.00, will be paid through Targeted 0710 funds.

RECOMMENDATION: Approve Agreement for Contract Services SJCOE Language & Literacy Department and Central School.

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

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 School | Tracy Unified School District

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Central School, hereinafter referred to as "Central School," is to provide professional learning for the 2026-2027 school year focused on Designated ELD and effective strategies to support English Learner Students.

The two parties, SJCOE and Central School, 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:

Topic	# of PD Days	Total Cost
3 half-day Professional Learning sessions (ERM: Mondays 2:15-3:30pm, Dates: 09/21/26, 10/26/26, 01/25/27) Focus: Designated ELD Strategies, Integrated ELD, building shared vision and language around support for EL students, vocabulary acquisition 3 half days with prep = $2,000/day	3	$6,000
4 full-day Coaching Support sessions Broken up by grade level teams (Dates: 09/29/26, 11/03/26, 02/03/27, 03/22/27) Focus: Support with planning, modeling, observations, feedback depending on the needs of the teacher/group 4 full days with half day prep = $2100/day	4	$8,400
Total Cost		**$14,400**

II. TERMS OF AGREEMENT

a. This agreement will be in effect from August 3, 2026 - June 30, 2027

III. COMPENSATION

a. Professional learning costs (which include preparation, travel, and materials).
   i. Central School will pay SJCOE Language & Literacy Department in the amount of $14,400 within thirty (30) days of receipt of the invoice from SJCOE.

IV. CHANGES TO THE MEMORANDUM

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

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 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

TRACY UNIFIED SCHOOL DISTRICT

Tania Salinas, Associate Superintendent of Business Services

Date

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

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

_____

Date

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 Language & Literacy 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:

   SJCOE Language & Literacy department will provide professional learning for the 2026-2027 school year focused on Designated ELD and effective strategies to support English Learner students. There will be 3 half-day Professional Learning Sessions (ERM 2:15 - 3:30 pm) and 4 full-day coaching support sessions, broken up by grade level teams. The focus will be Designated ELD strategies, integrated ELD, and building shared vision and language around support for EL students, and vocabulary acquisition. There will be support for planning, modeling, observations, and feedback depending on the needs of the teacher/group.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5.5 (6) 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 $14,400.00 per FLAT RATE, not to exceed a total of $14,400.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 07/31/2026, 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:

Anthony Flores
Contractor Signature 06/01/2026

Division Director
Title

Business Services Review Yes

Tracy Unified School District

Date

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 30, 2026
SUBJECT: **Approve Agreement for Contract Services Between IXL Learning and George Kelly Elementary School to Provide IXL Learning Site License in Math and ELA for the 2026-2027 School Year**

BACKGROUND: IXL is a digital learning platform designed to meet each student's individual subject, topic, and curriculum needs. This curriculum-based program uses real-time diagnostics to assess students' skill levels and identify learning gaps, offering personalized exercises to address those areas. With IXL, teachers can deliver differentiated instruction and track student progress and growth throughout the school year.

RATIONALE: Over the past four school years, George Kelly has implemented IXL school-wide, aiming for students to complete two IXL skills daily, and reach a SmartScore of 80, as well as regularly update diagnostics to support targeted skill development in needed skills. This approach has contributed to improved CAASPP scores, keeping George Kelly overall in the green achievement indicator for ELA and moving George Kelly experiencing continued growth overall with a goal of moving George Kelly out of the yellow achievement indicator to the Green. During the 2025-2026 school year, students mastered over 41,000 skills, became proficient in over 73,000 skills, and practiced more than 102,000 skills. In 6th grade, students grew over a year and a half worth of growth in Math and a year in ELA.

FUNDING: The cost not to exceed $15,600. This cost will be paid from George Kelly's Title 1 funds.

RECOMMENDATION: Approve Agreement for Contract Services between IXL Learning, And George Kelly Elementary School to Provide IXL Learning Site license in Math and ELA for the 2026-2027 School Year.

Prepared by: Brittani Ryan, George Kelly Elementary School, Principal.

IXL LEARNING™

RENEWAL QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 1594538-1
DATE: APRIL 2, 2026

TO:
Brittani Ryan
George Kelly School
535 MABEL JOSEPHINE DR
TRACY, CA 95377

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Alexa Wiss	A22-3545520	August 17, 2026 - August 17, 2027	August 17, 2026

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license (Grades 1-8) Subjects: Math and ELA	800	$19.50	$15,600.00
		Total Price	$15,600.00

SERVICES	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL Elevate I	1	$695.00	$695.00
		Total Price	$695.00

TOTALS	
Total Subscriptions List Price	$15,600.00
Total Services List Price	$695.00
Grand Total	$16,295.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to https://www.ixl.com/po-upload and enter quote # 1594538-1. Paying over $5,000 via credit card will result in a 3% fee. For international accounts, we can accept wire transfers for an additional fee.

SALES CONTRACT

CONTRACT #1594538-1
April 2, 2026

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER
Brittani Ryan
George Kelly School
535 MABEL JOSEPHINE DR
TRACY, CA 95377

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Alexa Wiss	A22-3545520	1594538-1	August 17, 2026 - August 17, 2027

PAYMENT PLAN

Amount	Invoice date
$16,295	August 31, 2026
TOTAL	**$16,295**

Price valid until August 17, 2026

ACCEPTANCE OF SALES CONTRACT
This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE _____ **DATE** _____

IXL LEARNING

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.
3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.
5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free **(855) 255-8800** | Direct **(650) 372-4300** | E-mail **orders@ixl.com**
Completed sales contracts should be emailed to your sales consultant.

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 for Services Between Mystery Science and George Kelly School During the 2026-2027 School Year**

BACKGROUND: Mystery Science is a website used to enrich science instruction through engaging, inquiry-based lessons that foster curiosity and strengthen student understanding.

RATIONALE: Mystery Science will be used to supplement instruction to ensure students develop strong conceptual understanding of content that is assessed on report cards and measured through the state science test. This aligns with George Kelly's Goal #3 (Sustaining capacity STEM instruction for all students K-8). This program also aligns perfectly to the district emphasis on STEM education.

FUNDING: The cost not to exceed $1,799. This cost will be paid from George Kelly's site funds and Title 1 funds.

RECOMMENDATION: Approve Agreement for Services Between Mystery Science and Kelly School during the 2026-2027 School Year.

Prepared by: Brittani Ryan, Principal, George Kelly Elementary School.

George Kelly School

Tracy, CA



Mystery Science - Extended

Quote #334992

Expires: June 03, 2026 - Extended

Early bird discount

Extended

Cancel quote

George Kelly School

Address:
535 Mabel Josephine Dr
Tracy
CA 95377
USA

Mystery Science School Membership (2026-2027)

Includes full access to Mystery Science for all teachers at George Kelly School.

Membership is valid through June 30, 2027.

Price Breakdown

2026-2027 Mystery Science School Membership	$2,199.00
Membership period: July 1, 2026 - June 30, 2027	
Early bird discount 18%	-$400.00
Sales Tax	$0.00

Total (USD)	**$1,799.00**

Remit to

Note: all purchase orders can be submitted online
Mystery Science
c o Discovery Education, Inc
PO Box 745873
Atlanta, GA 30374-5873

Contact Us

650 550-0670
Fax provided after submitting PO online.

Terms of Service

By submitting a payment or purchase order, you are agreeing to the Mystery Science and Mystery Writing Terms of Service available at https://mysteryscience.com/terms the terms and conditions of which are herby expressly incorporated here-in by reference

View our W-9

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 3, 2026
SUBJECT: **Approve Agreement for Contract Services Between Parent Institute for Quality Education (PIQE) and George Kelly 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: PIQE will provide its Signature Family Engagement Program for the parents/guardians of the children enrolled at George Kelly Elementary School. The program will be in the form of workshops in order to train parents to gain new skills, tools and resources to help their child succeed in school today and into the future. Providing PIQE at George Kelly Elementary 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 supports GKES Goal #2 – Provide a safe and equitable learning environment for all students and staff.

FUNDING: The cost, not to exceed $12,500.00, will be paid by A-G Improvement Grant Funds.

RECOMMENDATION: Approve Agreement for Contract Services Between Parent Institute for Quality Education (PIQE) and George Kelly School for the 2026-2027 School Year.

Prepared by: Brittani Ryan, Principal, George Kelly Elementary School.

SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Brittani Ryan, School Principal

From: Gabriela Rios, Executive Director

Date: June 1, 2026

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and **George Kelly Elementary School** agree as follows:

RECITALS

A. Scope of Services: PIQE will provide its **Signature Family Engagement in Education K-12** for the parents of the children enrolled in the school identified above. PIQE will recruit parents by phone, provide an Orientation session, provide a series of weekly training sessions, and organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques which will empower parents to address the educational needs of their school-aged children.

B. Time of Class: **TBD** Morning _____ Evening _____

C. Type of Class: **TBD**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

Virtual – PIQE will offer online classes through the Zoom platform during the evenings starting with the Orientation and finishing with a Graduation ceremony.

Hybrid – PIQE will offer online classes through the Zoom platform from Orientation through week six, and the Principal Dialogue and Graduation ceremony will be in person

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Virtual and Hybrid Services: For virtual services, PIQE will provide online connectivity and navigation support to families to ensure they can access the Zoom platform. All these services will include the Data Analysis per school. Data Analysis results will be available on or after January 15th for the Fall schools, May 15th for the Winter schools and on or after July 30th for the Spring schools.

D. Session Dates: **Fall 2026-TBD Dates**

E. Initial Fees: The total cost of the program is **$12,500.00**

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

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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**

School funding: A-G Funds

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:*** BR

I accept these services at **George Kelly Elementary School** under the terms and conditions noted.

Brittani Ryan, School Principal — 6/3/26 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

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 Parent Institute for Quality 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:
   Provide virtual workshops for the parents who have students enrolled at George Kelly School during 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 Eight Days 8 ( ) DAYS, under the terms of this agreement at the following location Virtual

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

   a. District shall pay $125,000.00 per FLAT RATE, not to exceed a total of $12,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 08/03/2026, and shall terminate on 12/18/2026.

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, Brittani Ryan at 209-830-3390 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:

Gabriela Rios
Contractor Signature 06/09/2026

Executive Director
Title

Business Services Review Yes

Tracy Unified School District

Date

A-G Funds
Funding Source

Kelly School
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 14, 2026
SUBJECT: **Approve Agreement for Contract Services Between 360 Degree Customer Inc. and Duncan Russell Community Day School for Behaviorist Services in 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 and behavior services. Their services offer campus support through mentorship, career readiness transition support, behavior support and positive development of social skills, as well as restorative practices for all students on campus.

RATIONALE: Duncan Russell Community Day School has been approved as a school participant in the California Community Schools Partnership Program (CCSPP). The responses to needs assessment reveal there is a high interest in continued multi-tiered behavioral and mental health services. 360 Degree Customer Inc. is a company who are 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 behaviorist technician, 181 days, 7.5 hours daily at Duncan Russell Community Day School for the 2026-2027 school year. They will provide services that include mentorship, career readiness transition support, behavior supports and positive development of social skills, restorative practices, grief and loss groups, addiction, and trauma counseling to assist students overcome behavior challenges. This aligns with Strategic Goals #2 of our SPSA's to provide a safe and equitable learning environment for all students and staff.

FUNDING: The cost, not to exceed $125,000.00, will be paid from the California Community Schools Partnership Program (CCSPP).

RECOMMENDATION: Approve Agreement for Contract Services between 360 Degree Customer Inc and Duncan Russell Community Day School for Behaviorist Services for the 2026-2027 School Year.

PREPARED BY: Mrs. Traci L Mitchell, Duncan Russell Community Day 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 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 one Behaviorist Technical for 7.5 hours per day to assist and support needs and student achievement in the classroom. The 360 Degree Customer Inc. Behaviorist Technician will provided behavior support, restorative practices, positive development of academic skills, confidence, and tutoring services as needed.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 181 (181) DAYS, under the terms of this agreement at the following location Duncan Russell Community Day 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 $125,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

   c. District shall make payment on a 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 07/01/2026, 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, 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:

Gulneesh
Contractor Signature 05/19/2026

Director
Title

Business Services Review Yes

Tracy Unified School District

Date

California Community Schools Partnership Program (CCSPP)
Funding Source

Duncan Russell
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: June 8, 2026
SUBJECT: **Approve Agreement for Contract Services Between 360 Customer and Art Freiler School for the 2026-27 School Year**

BACKGROUND: 360 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 and behavior services. In the 2024-25 school year, TUSD schools and 360 Customer began a partnership in providing behavior technicians to meet the increased social emotional needs of students. The services provide mentorship, support, and positive development of social skills as well as restorative practices for all students on campus.

RATIONALE: 360 Customer is a company who is a leader in their field. They have diverse mental health specialists who represent our student population and proven success impacting student behaviors. Since our high suspension rate qualifies us for differentiated assistance support, we would like to continue to work with the 360 Customer for the 2026-27 school year. They will provide 1 behaviorist, 7 hours daily for the 2026-27 school year. There is no cap on the number of students they can service. They will provide services that include mentorship, behavior support, restorative practices and work with small groups for conflict resolution and other social and emotional needs as well as work with students who are failing academically. This aligns with Strategic Goals #1: Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #2 - to provide a safe and equitable learning environment for all students and staff.

FUNDING: The cost, not to exceed $114,000.00, funded through LCAP funds goal 2 action 6.

RECOMMENDATION: Approve Agreement for Contract Services between Customer 360 and Art Freiler School for the 2026-27 School Year.

Prepared by: Maureen Riley, Principal, Art Freiler 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 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 one full-time specialist from 8/3/2026 to 5/27/2027. The behaviorist will push into classrooms for behavior services to students throughout the day, hold group discussions, conflict resolution, mentoring groups, and provide support during lunch/recess times.

   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 180) 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 $ 90.00 per HOUR , not to exceed a total of $ 114,000.00 . Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

   c. District shall make payment on a 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, Maureen Riley, at 209-830-3309 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 06/08/2026

Director
Title

Business Services Review Yes

Tracy Unified School District

Date

LCAP Goal 2, Action 6
Funding Source

Freiler School
Site/Department:

Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc Supt of Ed Services
DATE: June 3, 2026
SUBJECT: **Approve Language Services Agreement with Excel Interpreting, LLC for the 2026-2027 School Year**

BACKGROUND: Board approval is requested to contract with Excel Interpreting, LLC. The District's Special Education Department would like to contract with Excel Interpreting, LLC for the 2026-2027 school year to provide translation of documents as well as interpretation in-person, online and telephone.

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

FUNDING: The total expense for this contract is $40,000.00 for the 2026–2027 school year. These Special Education contract expenditures will be funded through 602 Special Education funding and are budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Master Service Agreement with Excel Interpreting, LLC for the 2026-2027 school year.

Prepared by: Jason Davis, Director of Special Education.

Excel Interpreting & Translating

LANGUAGE SERVICES AGREEMENT

1. Parties to Agreement

This Language Services Agreement ("Agreement") is made to be effective **June 3rd 2026** ("Effective Date") and is by and between **Excel Interpreting LLC** ("EXCEL"), and **Tracy USD** ("CUSTOMER"), each hereinafter referred to individually or collectively as "Party" and "Parties," respectively. The term of this agreement shall be one (1) year from the Effective Date and shall auto-renew annually. The Parties agree that the terms and conditions of this Agreement shall apply to the professional language services provided by EXCEL for CUSTOMER as defined in **Exhibit A – Price List**, attached hereto and incorporated herein by reference. All notices and correspondence pertaining to this Agreement shall be mailed by USPS or emailed to the following addresses:

To: EXCEL	To: CUSTOMER
Excel Interpreting LLC 2081 Arena Blvd #260 Sacramento, CA 95834 Email: rfp@excelinterpreting.com	Tracy USD 1875 W. Lowell Avenue Tracy, CA 95376 ecamacho@tusd.net

2. Payment for Services

EXCEL shall perform services on a non-exclusive basis for CUSTOMER as may be requested and authorized by CUSTOMER from time to time pursuant to the terms and conditions of this Agreement. CUSTOMER agrees to pay EXCEL for services performed hereunder as follows:

a. CUSTOMER will pay EXCEL the unit prices set out in Exhibit A attached hereto.
b. All unit and/or hourly rates are subject to annual cost of living adjustment, not to exceed 3% per year, with the exception of government announced hyperinflation coefficients.
c. CUSTOMER agrees to pay all invoiced charges for services performed by EXCEL within thirty (30) calendar days after receipt of invoice(s) submitted by EXCEL.
d. A 1.8% monthly interest fee will be charged by EXCEL for all amounts owed by CUSTOMER to EXCEL not paid within the timeframe set out in 2.c. above.
e. If during the performance of services EXCEL determines that additional time and/or resources are required to complete the work, EXCEL shall notify CUSTOMER immediately and CUSTOMER may authorize such additional work and/or charges.
f. In addition to the fees to be paid to EXCEL in accordance with Exhibit A, EXCEL shall be reimbursed for reasonable and necessary business travel subsistence, and related expenses when traveling at the direction of CUSTOMER. All such additional reimbursable business expenses shall be discussed with and pre-approved by CUSTOMER before such expenses are incurred. If services are performed at CUSTOMER'S offices/facility and require certain technical and/or backup support, such as engineering, drafting, reproduction, computer, secretarial, stenographic, clerical, and other similar services, EXCEL shall have access to such services in CUSTOMER'S office/facility at no cost to EXCEL.

3. Termination

This Agreement may be terminated upon thirty (30) days written notice by either Party to the other Party. No cause shall be required for termination of the Agreement. In the event this Agreement is terminated, it is agreed that EXCEL shall be paid for all services performed under this Agreement up to and including the date of termination. CUSTOMER shall make full and final payment to EXCEL within thirty (30) days of receipt by CUSTOMER of a final itemized statement.

4. Certified Interpreters and Criminal Background Check

EXCEL follows the highest standards prescribed by national and international language bodies in recruiting and contracting with independent contract interpreters. EXCEL interpreters have produced documentation of professional and comprehensive interpreter training and testing, certifications, or license.

EXCEL shall ensure that all independent contract interpreters assigned to perform services meet CUSTOMER'S applicable background check and clearance requirements, including any state or federal criminal history screenings and fingerprint-based checks where required.

EXCEL represents and warrants that, prior to assignment, every interpreter has successfully completed all required background checks and has been cleared in accordance with CUSTOMER'S standards. Upon reasonable request, EXCEL shall provide written certification of such compliance, subject to applicable privacy laws, upon request.

EXCEL shall not assign, and shall promptly remove and replace, any interpreter who does not meet or no longer meets CUSTOMER'S background clearance requirements, at no additional cost to Customer.

EXCEL shall comply with CUSTOMER'S applicable site, security, and confidentiality requirements, including, as applicable, obligations under HIPAA, FERPA, or similar laws.

5. Confidentiality

Parties acknowledge that during the performance of services under this Agreement, Parties may share or exchange information that may constitute confidential information protected under HIPAA regulations and other privacy policies, as well as trade secrets, commercial secrets, know-how or other restricted information ("Confidential Information"). Each Party therefore acknowledges and agrees:

a. To hold in confidence all Confidential Information disclosed by the other Party.
b. Not to disclose Confidential Information to any other person or third party or use Confidential Information, except for the furtherance of the terms of this Agreement, or for internal discussion and evaluation purposes permitted pursuant to this Agreement or with written permission from the disclosing Party.
c. To treat such Confidential Information with the same degree of care as it would its own confidential information.

Such Confidential Information shall mean all information and tangible things provided by disclosing Party to receiving Party during the performance of Services under the Agreement, including, but not limited to, all special proprietary software, reports, cost data, PHI, or other information and tangible things identified, indicated, named, or marked by disclosing Party as confidential or assumed confidential under applicable regulations. No such Confidential Information shall be released by receiving Party to anyone other than authorized representatives of disclosing Party except as provided for by the law. If receiving Party, its agents or employees, have been requested, or are otherwise required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any such Confidential Information or else stand liable for contempt or suffer other legal censure or penalty, then receiving Party, its agents or employees so compelled may disclose such information pursuant to that request or requirement without liability hereunder, in which case receiving Party shall inform disclosing Party and shall cooperate with disclosing Party to minimize the extent of the disclosure.

Each Party shall exercise the same standard of care that it uses to protect its own confidential information. In the event of inadvertent disclosure or use, the Party responsible for the inadvertent disclosure shall immediately upon discovery of such disclosure or use notify the other Party and shall endeavor to prevent any further unauthorized disclosure or use. Such inadvertent disclosure will not relieve either Party from continued adherence to the terms and conditions of this Agreement.

Nothing in this Agreement shall be interpreted as placing any obligation of confidentiality and nonuse on receiving Party with respect to any of the Confidential Information that:

a. Can be demonstrated to have been in the public domain as of the effective date of this Agreement or comes into the public domain during the term of this Agreement through no fault of receiving Party;
b. Can be demonstrated to have been known to receiving Party prior to execution of this Agreement and was not acquired, directly or indirectly, from disclosing Party or from a third party under a continuing obligation of confidentiality or limited use;
c. Can be demonstrated to have been rightfully received by receiving Party after disclosure under this Agreement from a third party who did not require receiving Party to hold it in confidence or limit its use, and who did not acquire it, directly or indirectly, from disclosing Party under a continuing obligation of confidentiality;
d. Can be demonstrated to have been independently developed by personnel of receiving Party who had no substantive knowledge of the disclosing Party's information; or
e. Is required to be disclosed pursuant to law or court order.

All EXCEL documents and materials will contain this notice: *"This document contains confidential and proprietary information of EXCEL LLC and is not intended to be disclosed or otherwise made public to any party for any purpose without the express written consent of EXCEL LLC. Specifically, this document is not subject to disclosure on the basis that it may reveal EXCEL LLC's approach to its processes, pricing methodology and other pricing information that may be used in future solicitation or bid documents and may give an advantage to a competitor."*

6. Indemnification

EXCEL and CUSTOMER agree to hold harmless and indemnify, to the extent permitted by California Law, the other from and against any claims, causes of action, or any other form of damage or expense relating to a third party claim, including, but not limited to, attorney's fees and expenses, for an intellectual property violation, a HIPAA violation, a claim by an employee, vendor, or agent of one party asserted against the other party, or fraudulently or intentionally wrongful act of any kind by an employee or agent of one party resulting in damages to the other party, and from all liability resulting from deaths or injuries any of their employees, or from damages to their property and the property of their employees.

Each Party waives and releases the other party from all punitive, exemplary, and consequential damages, and from all loss of profits and revenues, as a result of a default by the other Party.

7. Reassignment or Transfer of Obligations

EXCEL will not assign, transfer, or subcontract this Agreement without the approval of Customer. If EXCEL requires any part of the work hereunder to be performed by a subcontractor, EXCEL shall remain liable for all of its obligations hereunder. EXCEL's subcontractors will be bound by the covenants, obligations and agreements contained herein, and all requirements of this AGREEMENT shall flow down and apply to subcontractors.

Under no circumstances shall subcontractors, or their agents, servants, or employees be considered employees of Customer.

8. Unauthorized Use of Services

If applicable, and for certain services (including, but not limited to Over the Phone Interpreter Services, Video Remote Interpreter Services) Customer may be issued a unique Customer identification number ("CID"). Customer agrees to safeguard its CID against use by unauthorized persons. Customer shall be solely and fully responsible for charges resulting from the use of its CID, whether or not such use is authorized.

9. Limited Warranties

EXCEL will deliver services consistent with industry standards of practice and in a professional manner. EXCEL makes no representation, warranty or guarantee, express or implied, about its services. EXCEL will make a best effort to provide technical and professional resources when needed in the language needed but does not warrant the availability of any specific individual employee, agent, subcontractor or representative or any specific solution or method in favor of other equitable solutions for all languages at all times.

For quality assurance purposes, EXCEL may record or monitor calls, perform random and/or scheduled spot checks, and perform other quality assurance and quality control procedures.

The details of the method and manner of performance of services by EXCEL shall be under its own control. Customer being interested only in the results thereof, EXCEL is for all purposes hereunder an independent contractor and in no event will EXCEL be considered an agent or employee of Customer, or any of its subsidiaries or affiliates for any purpose. It is further agreed and understood that Customer shall not have any obligations as

an employer to EXCEL or EXCEL'S employees, principals or subcontractors regarding, but not limited to, federal income taxes, F.I.C.A. taxes, Worker's Compensation, medical and insurance benefits, retirement and savings plan, vacation pay, or other employee benefits.

10. Compliance and Standard of Care

EXCEL represents that it's employees and agents shall have in effect all licenses, credentials, permits, and other legally required qualifications to perform the services under this Agreement. EXCEL's services will be performed in accordance with generally and currently accepted principles and practices of its profession and industry, and all applicable laws, rules and regulations. EXCEL shall be responsible for the professional quality, accuracy, completeness and coordination of the services, and understands CUSTOMER relies upon such quality, accuracy and completeness in performing the services.

11. Nondiscrimination

EXCEL shall comply with all applicable federal, state, and local anti-discrimination laws, including those of the State of California. EXCEL shall not discriminate in the provision of services on the basis of race, color, ethnicity, national origin, ancestry, primary language, age, religion, sex, gender, gender identity or expression, sexual orientation, marital status, disability, medical condition, veteran status, or any other characteristic protected by law. EXCEL provides services in a professional and culturally competent manner, and where required by law, makes reasonable accommodations to ensure equal access to services. EXCEL requires its employees, contractors, subcontractors, and agents to adhere to this provision.

12. Force Majeure

Each Party shall be excused without liability for failures and delays in performance caused by war, civil riots or insurrections, strikes, floods, fires, explosions, or other occurrences or disturbances or disturbances beyond control and without the fault of such Party. Any Party claiming any such excuse for delay or non-performance shall give notice thereof and proof thereof to the other Party within ten (10) calendar days of such occurrence. Inclement weather that results in the closure of government facilities may be deemed a force majeure.

13. Representations

Neither Party of this Agreement shall have, nor shall it represent itself as having, any authority to commit another Party by negotiation or otherwise to any contract, agreement, or other legal commitments in the name of or binding on another Party or to pledge or extend credit in the name of another Party.

14. Professional Liability Insurance

During the life of this agreement, EXCEL shall maintain insurance policies for commercial general liability coverage, Professional/E&O coverage, Workers' Compensation & Employers' Liability coverage, Sexual Abuse & Molestation, and Cyber Security coverage for the services rendered by EXCEL pursuant to this Agreement in the minimum amount of $2 Million per occurrence and $4 Million annual aggregate. Upon request by CUSTOMER,

Provider shall provide CUSTOMER with a Certificate of Insurance evidencing such coverages and listing CUSTOMER as additional named insured. EXCEL shall provide Customer with a not less than thirty (30) days written notice prior to the cancellation or expiration of such insurance.

15. Entire Agreement, Amendments, and Governing Laws

This Agreement and all exhibits and addenda attached hereto, signed and/or initialed by the Parties hereto constitute the entire agreement between the Parties. This Agreement shall be governed by the laws of the State of California, USA, and shall not be amended, changed or extended except by written instrument signed (written or electronically) by both Parties hereto. Paragraph captions are for convenience only and neither limit nor amplify the provisions of this document. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

This Agreement may be executed in any number of counterparts, including facsimile counterparts or electronic counterparts, with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

The following Parties execute this Agreement on the date indicated with their signature.

EXCEL LLC

By:_____
(Signature)

Meti Dibra
Printed Name:

COO
Title

June 3, 2026
Date

[CUSTOMER NAME]

By:_____
(Signature)

_____
Printed Name:

_____
Title

_____
Date

Excel Interpreting & Translating

Tracy USD

07/01/2026 - 6/30/2027
Today's date: June 3, 2026

- We guarantee 98 out of 100 jobs are successfully filled and completed.
- Once you send us the job request, it is understood we will cover it, unless otherwise communicated.
- 265 languages across California

Our Service Offerings for this Contract:

A) Document (Written) Translation
B) Interpretation: Pre-Scheduled (On-Site and/or Video Remote)
C) Interpretation: On-Demand Over the Phone (OPI)

A. Document (Written) Translation

Description	Regular rate	Rush Rate
Spanish	$0.14/word	Add $0.03/word
All other languages	$0.22/word	Add $0.03/word
Project Minimum	$75.00 per language	
Formatting Fee	$25.00 per hour	

- Rush Rate – Any request with fewer than 24 hours turn-around will be invoiced with rush rate.
- All translation jobs include TEP – qualified translator, editing and proofreading.
- No formatting charge for all editable documents (MS Word, Spreadsheet, PowerPoint, editable PDF file that can be exported).
- Formatting fees may apply on a case-by-case basis with client approval for the following (e.g. scanned documents, non-editable images).

Late Cancellation Policy:

- Full fees apply once we receive a confirmation email to begin the project.

B. Interpretation (In-person or Video-Remote):

CONSECUTIVE INTERPRETATION			
Language	Video-Remote	In-person/On-site	Rush Rate
Spanish	$70.00 / hour	$70.00 /hour	Add $15 /hour
All other languages	$95.00 / hour	$95.00 /hour	Add $15 /hour
American Sign Language (ASL)	$110.00 / hour	$125.00 /hour	Add $10 /hour

SIMULTANEOUS INTERPRETATION			
Language	Video-Remote	In-person/On-site	Rush Rate
Spanish	$85.00 / hour	$95.00 /hour	Add $15 /hour
All other languages	$105.00 / hour	$115.00 /hour	Add $15 /hour

- The interpretation services in Section B are for ***pre-Scheduled***.
- Requests for ASL service more than 1 hour will require 2 ASL interpreters.
- 2 hours minimum per request (per language): All requests that are more than 2 hours will be billed according to hours requested and reserved (as opposed to actual hours worked).
- Rush Rate: Any request with fewer than 24 hours turn-around will be invoiced with rush rate.
- Time extending beyond the hours requested will be billed in 15-minutes increments.
- Mileage: 40+ miles roundtrip travel at IRS Standard mileage rate.
- Allocate enough time, otherwise there could be a scheduling conflict and the interpreter must leave for the next job.
- Client will provide a virtual link once the interpreter has been confirmed.
- Client will provide details concerning assignment i.e.
- For VRI assignments, interpreters will have reliable Wi-Fi and a quiet place to interpret.

Late Cancellation Policy:

- Cancellations made with fewer than 24 business hours is considered a late cancellation. The full amount will be invoiced.
- Please send a cancellation email and a call (regarding last-minute cancellations).
- If the Client Portal is utilized, cancel through the portal and no calls or emails are necessary.
- Cancellations made with more than 24 business hours in advance will incur no fees.

C. Interpretation: On-Demand Over-the-Phone (OPI)

Description	Minimum Rate
All languages	$2.29/minute
ASL	$2.39/minute

- The CIN number provided is confidential and will be treated like a PIN Number.
- If the CIN number has been compromised, Client MUST alert Excel immediately, by email and by calling: 1-800-915-0638 ext. 101.
- Clients will receive instructions on how to access over the telephone interpretation services once the award has been made and the contract has been executed.

Late Cancellation Policy for Pre-Scheduled OPI Interpretation Assignments:

- Cancellations for pre-scheduled (Over the Phone Interpretation) OPI appointments made with fewer than 24 business hours will be invoiced for the full amount of the scheduled appointment (2-hours minimum or hours reserved).
- Please send a cancellation email, and a call, (for last minute cancellations). If you utilize our client portal login, that will suffice. Cancel through the portal and no calls or emails will be necessary.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 12, 2026
SUBJECT: **Approve Agreement for Contract Services with Left Coast Scales (LCS) for the 2026-2027 School Year**

BACKGROUND: Board approval is requested to contract with Left Coast Scales (LCS). The District's Special Education Department would like to contract with Left Coast Scales (LCS) for the 2026-2027 school year to provide consultation, training, and support. .

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

FUNDING: Expense for this contract will not exceed $18,900.00 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 Agreement for Contract Services with Left Coast Scales (LCS) for the 2026-2027 School Year.

Prepared by: Jason Davis, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties:

   Provide:12-Month support program with a complimentary subscription to the LCS Data Meetings, 3 audits for med-size district - Fall1, SEIS, EOY1.

   Also added; 1 new data technician with 6 month intensive support in the 12-month support, and support via Email Q&A for 5 participants - good though July 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 Two Hundred 206) DAYS , under the terms of this agreement at the following location Virtual

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

   a. District shall pay $ 18,900.00 per FLAT RATE , not to exceed a total of $18,900.00 . 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 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, 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 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:

Megan Reeves
Contractor Signature 06/12/2026

Contract Manager
Title

Business Services Review Yes

Tracy Unified School District

Date

01650005770111058008002542
Funding Source

District Office
Site/Department:

Date Approved by the Board

LCS-TRAINING
Special Education Data & SEIS Specialists

Quote Form

2026-27 School Year

Physical Address: 5148 Western Way, Perris, CA 92571 **Mailing Address:** 75 West Nuevo Rd, #708, Perris, CA 92571
Direct Numbers: 951-514-2551 or 800-252-2819

CUSTOMER NAME AND ADDRESS	QUOTE NUMBER
Jason Davis Tracy USD 1875 West Lowell Ave. Tracy, CA 95376	CS – 20260611-05
	DATE
	6/11/2026

SERVICE DESCRIPTION

This quote contains 1 New Data Technician Onboarding program for your Data Technician, with 6 months of intensive support in a 12-month program with a complimentary subscription to the LCS Data Meetings for the participant. This includes travel charges for the full day in person meeting to begin the program.

It also includes one subscription to the Email Q&A which allows for up to 5 participants. This will be good through July 2027.

Finally, it includes 3 audits for a medium sized district – Fall 1, SEIS, and EOY 1.

SERVICES QUOTED	QUANTITY
New Data Technician (NDT) Onboarding Program	1
Email Q&A for up to 5 participants	1
Audits for medium-sized district – Fall 1, SEIS, EOY 1	1 each

This quote remains valid for 90 days unless otherwise specified within the body of this quotation.
All accepted quotes will be invoiced in equal amounts distributed over the contracted year rather than as each individual service is provided.
All services provided by LCS-Training are advisory, and based on current understanding of best practices. We do not provide legal advice. Differences may exist in local practices and interpretations. If differences in guidance exist between LCS-Training and your SELPA, LEA, or legal department, LCS-Training will defer to the local guidance.

TOTAL PRICE
$18,900.00

APPLICABLE PROMOTIONS	OPTIONS
The Full Audit Package – **value $600.00.**	N/A

LCS-Training	
Signature	Corey Lynne Stacy
Printed Name	Corey Stacy
Title	CEO/Data Specialist
Date	06/11/2026

Customer Signature	
Signature	
Printed Name	
Title	
Date	

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt. of Ed Services
DATE: June 4, 2026
SUBJECT: **Approve Agreement for Special Contract Services with ProneToRide for the 2026-2027 School Year**

BACKGROUND: Board approval is requested to enter into a contract with ProneToRide. The consulting company will provide 2 keynote presentations, promotional material, and an 8-week post-event check-in. The District's Special Education Department recommends this agreement to provide and support staff with building communications skills in the workplace.

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

FUNDING: The total expense for this contract is $8,500.00 for the 2026–2027 school year. These Special Education contract expenditures will be funded through 602 Special Education funding and are budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with ProneToRide for the 2026-2027 School Year.

Prepared by: Jason Davis, Director of Special Education.







HOW WE'LL WORK TOGETHER

To help meet your needs, our customized speaking package will empower your staff with targeted messages, tools, and actionable takeaways.

Our package includes 2 keynote presentations at 30 minutes for each staff section. Plus, we'll provide exclusive promotional material for selected participants after the speeches. After the event, you'll receive even more with an 8-week post-event check-in to see how your colleagues responded to the messages.

SERVICES OVERVIEW



Keynote Presentation

2- 30 minute presentations for each staff section

An interactive keynote on how the power of community and compassion changes lives.

Deliverables

- Actionable step by step process that can be used right now in personal or professional setting.
- Create meaningful social impact in your communities through simple acts of kindness.
- Build a unified inclusive workplace through equitable collaboration

INVESTMENT: 8500.00

Speaking packages also include access to the services below:

Bonus Material

- Exclusive promotional material
- 8 week post event consultation

Sound like everything you need and more?
TAKE THE NEXT STEP AND VIEW YOUR INVOICE

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 ProneToRide, 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 keynote presentations at 30 minutes for each staff section.
   Provide promotional material for selected participants.
   Provide an 8 week post-event check in.

   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 30( ) DAYS, under the terms of this agreement at the following location TUSD Location.

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

   a. District shall pay $8,500.00 per FLAT RATE, not to exceed a total of $8,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 07/01/2026, and shall terminate on 07/31/2026.

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

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

7. Contractor shall contact the District's designee, 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 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:

Jacob Pacheco
Contractor Signature 06/04/2026

Owner
Title

Business Services Review Yes

Tracy Unified School District

Date

01650005770111058008002542
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, Assoc Supt of Ed Services
DATE: June 4, 2026
SUBJECT: **Approve the Agreement for Special Contract Services with TeachTown for the 2026-2027 School Year**

BACKGROUND: Board approval is requested to enter into a contract with TeachTown. The consulting company will provide training curriculum and transition materials to support the Tracy Young Adult program in connection to the alternate pathway to diploma. The District's Special Education Department recommends this to support the implementation of the program in connection with the alternate pathway to a diploma and to provide the resources and assistance necessary for staff and students to achieve success.

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

FUNDING: The total expense for this contract is $48,910.40 for the 2026–2027 school year. These Special Education contract expenditures will be funded through 602 Special Education funding and are budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve the Agreement for Special Contract Services TeachTown for the 2026-2027 school year.

Prepared by: Jason Davis, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

   The contractor will provide curriculum and transition materials for the 2026-2027 school year to support the Tracy Young Adult Program in connection to the alternate pathway to diploma. A new contract will be submitted for each year as follows.

   School Year 2026-2027 (1): $48,910.40
   School Year 2027-2028 (2): $19,125.00
   School Year 2028-2029 (3): $19,125.00

   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 Days 30( ) DAYS, under the terms of this agreement at the following location TUSD Site/Location

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

   a. District shall pay $48,910.40 per FLAT RATE, not to exceed a total of $48,910.40. 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, 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 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:

Ashley Wall
Contractor Signature 06/05/2026

CFO
Title

Business Services Review Yes

Tracy Unified School District

Date

01650005770111058008002542
Funding Source

District Office
Site/Department:

Date Approved by the Board

TEACHTOWN

Company Address	841 Woburn Street Wilmington, Massachusetts 01887 United States	Created Date	6/5/2026
Bill To Name	Tracy Joint Unified School District	Order Number	00033077
Bill To	1875 West Lowell Avenue Tracy, California 95376 United States		
Billing Frequency	Annually	Contract Start Date	6/29/2026
Net Terms	30	Contract End Date	6/28/2029
Customer PO Required		Term in Months	36

Product	Type	Contract Start Date	Contract End Date	Annual Sales Price	Quantity	Extended Price
enCORE K-12 Student Sub Std Pkg	Software	6/29/2026	6/28/2029	USD 375.00	51.00	USD 57,375.00
enCORE 9-12 Package - Physical Goods Classroom Package - Standard	Physical Goods			USD 13,999.00	1.00	USD 13,999.00
enCORE 9-12 Teacher Set Bundle (12) U64-99	Physical Goods			USD 2,999.00	2.00	USD 5,998.00
Transition to Adulthood Visual Support Kit	Physical Goods			USD 1,299.00	1.00	USD 1,299.00
Transition to Adulthood Teacher Guide	Physical Goods			USD 199.00	2.00	USD 398.00
enCORE Tier 5 Asynchronous Training Package-1 Yr	Services	6/29/2026	6/28/2029	USD 0.00	1.00	USD 0.00
enCORE K-12 Full Virtual Training 101, 102, 103	Services	6/29/2026	6/28/2029	USD 5,000.00	1.00	USD 5,000.00
Shipping and Handling	Shipping	6/29/2026	6/28/2029	USD 1,301.64	1.00	USD 1,301.64
Sales Tax	Taxes			USD 1,789.76	1.00	USD 1,789.76

Software Subtotal	USD 57,375.00
Physical Goods Subtotal	USD 21,694.00
Services Subtotal	USD 5,000.00
Shipping Total	USD 1,301.64
Sales Tax Total	USD 1,789.76
Grand Total	USD 87,160.40

Order Notes

You will be invoiced annually on the invoice schedule outlined below:

Year 1: $48,910.40

Year 2: $19,125.00

Year 3: $19,125.00

For questions on this order, contact:

TeachTown Representative	Claire Gautier
Prepared By	Claire Gautier
Email	cgautier@jigsawlearning.com

Student licenses provide access for a single student to all products within a package.

Unless separate invoice and payment terms are specified, TeachTown will issue an invoice in full for the quoted amount upon execution of a purchase order. For any physical goods that are backordered, invoices will be issued when physical goods are shipped. All payment terms are Net 30.

Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined.

By signing this Order Form you are agreeing to our Terms of Service:
https://web.teachtown.com/terms-of-service/

How to place an Order:

Email: orders@teachtown.com

Fax: (877) 295-8238

Mail: TeachTown
2 Constitution Way
Woburn, MA 01801

Authorized to Sign on Behalf of the Org

Quote Acceptance Information

Signature

Name

Title

Date

By signing this quote or by submitting a purchase order in accordance with this quote, you hereby consent to a contractual agreement terminating on the above listed subscription expiration date. You are obligated to adhere to the payment conditions listed within this quote through the entirety of the contractual term

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 9, 2026
SUBJECT: **Approve Funding Increase for 360 Degree Customer, Inc. for the Remainder of the 2025 - 2026 School Year**

BACKGROUND: Special Education students may require SLPAs), Occupational Therapists (OTs), Certified Occupational Therapy Assistant (COTAs), Registered Behavior Technicians (RBTs) Para's, Bus Aides, Special Education Teachers, American Sign Language (ASLs) Interpreter and a LVN as part of their Individual Education Plan (IEP). These providers help improve students' academic development skills. Many of our Special Day class students have SLP/SLPA, OT, and Para services written into their IEP and several more are awaiting assessments. Increase is necessary due to high demand for staffing and unfilled positions that are currently not available. There is a contract in place that was approved on June 23, 2025, due to an increased need for support we are asking for additional funding.

RATIONALE: 360 Degree Customer, Inc. will provide Special Education Teachers and licensed SLP/SLPA and OT to provide services to students at their school sites. 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: Request to increase funding in the amount of $250,000.00 for the remainder of the 2025-2026 school year. There is an approved contract in place and total funding will not exceed $7,560,000.00. The Special Education contract expenses are funded through 602 funding for Special Education and budgeted into account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Funding Increase for 360 Degree Customer, Inc. for the Remainder of the 2025-2026 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 2025 (the "Effective Date"), by and between (the "Company Party" referred to as 360 DEGREE CUSTOMER INC.), 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 360 DEGREE CUSTOMER INC. 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, 360 DEGREE CUSTOMER INC. 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"). 360 DEGREE CUSTOMER INC. will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If 360 DEGREE CUSTOMER INC. elects to provide requested Services from Client, a 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. 360 DEGREE CUSTOMER INC. 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 360 DEGREE CUSTOMER INC., Associate, and Client.

The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to 360 DEGREE CUSTOMER INC. 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. 360 DEGREE CUSTOMER INC. 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) 360 DEGREE CUSTOMER INC. 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 360 DEGREE CUSTOMER INC., 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 360 DEGREE CUSTOMER INC., 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 360 DEGREE CUSTOMER INC., 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 360 DEGREE CUSTOMER INC. typically checks Associates' references only by posing specific questions to certain past employers regarding skills and work history before placing an Associate on assignment. 360 DEGREE CUSTOMER INC. typically conducts a limited background check but does not engage in any additional verification process (e.g., 360 DEGREE CUSTOMER INC. 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. 360 DEGREE CUSTOMER INC. 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 360 DEGREE CUSTOMER INC. 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, checksor 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 360 DEGREE CUSTOMER INC. 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 360 DEGREE CUSTOMER INC. immediately: (1) of any obligations in the government contract or subcontract relating to wages, and (2) if 360 DEGREE CUSTOMER INC. is legally required to initiate E Verify verification procedures for any Associate. 360 DEGREE CUSTOMER INC. reserves the right to re-assign any assigned Associate. The Client further agrees that it is fully responsible for, and that 360 DEGREE CUSTOMER INC. 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 360 DEGREE CUSTOMER INC. 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. 360 DEGREE CUSTOMER INC. will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. 360 DEGREE CUSTOMER INC. 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 360 DEGREE CUSTOMER INC.' costs of collection, including reasonable attorney's fees, whether legal action is initiated. Additionally, 360 DEGREE CUSTOMER INC. 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) 360 DEGREE CUSTOMER INC. 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. 360 DEGREE CUSTOMER INC. 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 360 DEGREE CUSTOMER INC. 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: 360 Degree Customer Inc.
473 Sapena Ct. #7
Santa Clara, CA 95054

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 360 DEGREE CUSTOMER INC. 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. 360 DEGREE CUSTOMER INC. 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 360 DEGREE CUSTOMER INC. 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 360 DEGREE CUSTOMER INC. Associate accepts the offer (in writing, verbally, or otherwise). 360 DEGREE CUSTOMER INC. will bill Client for the Conversion Fee after the 360 DEGREE CUSTOMER INC. 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 360 DEGREE CUSTOMER INC., that Associate immediately ceases to be an independent contractor with respect to Client, 360 DEGREE CUSTOMER INC. is no longer the Associate's employer, and is in no way liable in any way for that 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 360 DEGREE CUSTOMER INC. as a headhunter for permanent assignments, a "Contingency Direct Hire Fee" equal to thirty five percent (35%) of the candidate's annual salary will become payable to 360 DEGREE CUSTOMER INC. 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.

(b) **Replacement Policy:** 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, 360 DEGREE CUSTOMER INC. will offer a replacement courtesy for that candidate. 360 DEGREE CUSTOMER INC. 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.

6. 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 360 DEGREE CUSTOMER INC. outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by 360 DEGREE CUSTOMER INC. 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. 360 DEGREE CUSTOMER INC. 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.

7. Cancellations

Client must provide twenty (20) in-session school days (business working days) written notice of cancellation to 360 DEGREE CUSTOMER INC.. A cancellation fee equal to the scheduled hours for any shift cancelled is payable to 360 DEGREE CUSTOMER INC. for all cancellations made with notice less than twenty (20) in-session school days (i.e. Associate business working days). For assignments 360 DEGREE CUSTOMER INC. 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 360 DEGREE 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).

8. Contract Termination

This Agreement remains in effect from July 1, 2025 to June 30, 2026 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 360 DEGREE CUSTOMER INC. and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination if 360 DEGREE CUSTOMER INC. reasonably determines that the assigned Associate's professional license or code of ethics has been compromised.

9. 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
360 DEGREE CUSTOMER INC.:	473 Sapena Ct. #7 Santa Clara, CA 95054

10. Insurance, Indemnification and Limitation of Liability

(a) 360 DEGREE CUSTOMER INC. 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, 360 DEGREE CUSTOMER INC. 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, 360 DEGREE CUSTOMER INC. 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 360 DEGREE CUSTOMER INC.' 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 360 DEGREE CUSTOMER INC. 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 360 DEGREE CUSTOMER INC. 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 360 DEGREE CUSTOMER INC., the Client is entitled to recover damages from 360 DEGREE CUSTOMER INC. Regardless of the basis on which the Client is entitled to claim damages from 360 DEGREE CUSTOMER INC. (including fundamental breach, negligence, misrepresentation, or other contractor claim) 360 DEGREE CUSTOMER INC.' 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 360 DEGREE CUSTOMER INC. for the Services that are the subject of the claim.

11. 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 360 Degree Customer Inc., 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.

360 Degree Customer Inc.

By: _____

By: Gulneesh Mukhija , Director

Tracy Joint Unified School District

By: _____

Name, Title: Assoc. Supt.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 10, 2026
SUBJECT: **Approve the Master Contract with Summa Academy a Non-Public School for the 2026-2027 School Year**

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

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

FUNDING: Expense for this contract will be $400,000.00 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 Contract with Summa Academy Non-Public School for the 2026-2027 School Year.

Prepared by: Jason Davis, Director of Special Education.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 4, 2026
SUBJECT: **Approve Agreement for Contract Services between Alegre Care Inc. and TUSD Health Services for the 2026-2027 School Year**

BACKGROUND: The Tracy Unified School District (TUSD) provides health services to all students who may be experiencing health challenges. With a growing number of students experiencing health related issues and the lingering COVID 19 pandemic health interventions in the school setting are crucial now more than ever. Alegre Care Inc will serve to supplement the nursing staff needs for our health service department.

RATIONALE: The agency that TUSD has used for years Alegre Home Care for years and has had a very difficult time filling all of TUSD's needed nursing positions after COVID hit us. There has been a very high turnover in health care and nursing. This new contract will continue to help supplement the nursing staff needed for Health Services.

FUNDING: The total cost for Alegre Care Inc. services will not exceed $300,000. Services will be paid with Unrestricted General Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Alegre Care Inc. and TUSD Health Services for the 2026-2027 School Year.

Prepared by: Jason Noll, Director of Students Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Alegre Care, Inc. dba Alegre Home Care and Staffing, 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: Perform catheterizations, manage diabetics, provide 1-on-1 LVN/RN services and perform other duties as required.
District shall pay rates as follows: LVN1- $60.50/hr, LVN2 Vision/Hearing Certificate- $62.50/hr, RN- $92.00/hr
RN/BSN (Credentialed School Nurse)- $115.00/hr

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 225 ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location District Wide.

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

   a. District shall pay $see rate above per [ ] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $275,000.000. 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 [X] **MONTHLY PROGRESS BASIS** [ ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1st 2026, and shall terminate on June 30th 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, Erica Contreras, at (209) 830-3280 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:

Lina Digitally signed by Lina Date: 2026.04.16 13:47:13 -07'00'

Contractor Signature Title

Lina Yalda

IRS Identification Number

46-4825783

Title

Client Services Manager

Address

4380 Redwood Highway, #A6

San Rafael, CA 94903

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 22, 2026
SUBJECT: **Approve Agreement for the purchase of Math 180 Between HMH Education Company and George and Evelyn Stein High School for the 2026-2027 School Year**

BACKGROUND: George and Evelyn Stein High School continue to identify mathematics achievement as a significant area of need through the School Plan for Student Achievement (SPSA) and California Dashboard indicators. Current student performance data demonstrates that many students enter Stein substantially below grade level in foundational mathematics skills, limiting their ability to successfully access Algebra, complete graduation requirements, and demonstrate college and career readiness. Additionally, many students enrolled at Stein have experienced interrupted schooling, chronic absenteeism, credit deficiency, and gaps in foundational numeracy skills that require targeted intervention and differentiated support.

Math 180 is a research-based intervention program designed for students in grades 3–12 who are one or more years below grade level in mathematics. The program combines adaptive technology, teacher-led instruction, and individualized learning pathways to strengthen foundational math skills and improve algebra readiness. Math 180 aligns with Multi-Tiered System of Supports (MTSS) practices and provides Tier 2 and Tier 3 intervention support for students requiring intensive academic intervention.

The implementation of Math 180 directly supports Stein High School SPSA Goal 1 by strengthening instructional practices, increasing student academic achievement in mathematics, and utilizing diagnostic and progress monitoring tools to guide intervention and instruction. The program also supports Equity Multiplier LCAP Goal 3.1 through targeted academic intervention and individualized student support designed to increase graduation rates and improve long-term student outcomes.

RATIONALE: Approval of Math 180 for the 2026–2027 school year will provide Stein High School with an evidence-based intervention program specifically designed to address significant math learning gaps among at-risk and credit-deficient students. The program's blended

instructional model allows teachers to provide differentiated instruction while utilizing real-time student data to monitor progress and adjust supports. Research studies have demonstrated positive gains in student mathematics achievement and algebra readiness through implementation of Math 180 intervention strategies.

The adoption of Math 180 will support Stein High School's efforts to improve student proficiency in mathematics, increase student engagement through interactive and career-connected learning experiences, and provide targeted intervention aligned with SPSA academic goals and MTSS intervention frameworks. The program is intended to strengthen foundational skills, improve confidence in mathematics, and better prepare students for postsecondary education, career pathways, and graduation success.

FUNDING: The cost, not to exceed $20,000.00, will be paid by Equity Multiplier funds.

RECOMMENDATION: Approve Agreement for the Purchase of Math 180 Between HMH Education Company and George and Evelyn Stein High School for the 2026-2027 School Year.

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

Proposal #009634665

Prepared For

George & Evelyn Stein HS

Attention:

For the Purchase of:

Math 180 on Ed 1-Year

Prepared By
Erin Mon Pere
erin.monpere@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
http://www.hmhco.com/common/terms-conditions

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

Date of Proposal: 5/22/2026

Proposal for

George & Evelyn Stein HS

Expiration Date: 7/6/2026

	ISBN		Title	Price	Quantity	Value of All Material	Free Materials Quantity
			Math 180				
			Student Licenses				
1867368	9780358937449		Math 180 Student License 1 Year Includes: Math 180 on Ed Student License, 1 Year Implementation Success	$109.00	100	$10,900.00	
			Total for Student Licenses	**$10,900.00**			
			Teacher Licenses				
1821211	9780358654605		Math 180 Teacher License 1 Year Includes: Math 180 on Ed Teacher License, 1 Year Access to Teacher's Corner	$299.00			2
			Total for Teacher Licenses	**$0.00**			
			A la Carte Items Available for Purchase				
			Student Materials				
1815167	9780358610076		MATH 180 Multiplication and Division Student mSpace	$15.00	20	$300.00	
1815170	9780358610106		MATH 180 Fractions Student mSpace	$15.00	20	$300.00	
1815173	9780358610137		MATH 180 Decimals and Integers Student mSpace	$15.00	20	$300.00	
1815176	9780358610168		MATH 180 Rates and Ratios Student mSpace	$15.00	20	$300.00	
1815179	9780358610199		MATH 180 Proportional and Linear Relationships Student mSpace	$15.00	20	$300.00	
1815182	9780358610229		MATH 180 Linear and Non-Linear Functions Student mSpace	$15.00	20	$300.00	
			Teacher/Classroom Materials				
			Classroom Packages				
1821687	9780358658597		MATH 180 Multiplication and Division Classroom Package Includes: MATH 180 Multiplication and Division Teacher Bookshelf MATH 180 Multiplication and Division mSpace Annotated Edition MATH 180 Multiplication and Division Teacher Edition MATH 180 Getting Started Teacher Edition MATH 180 Classroom Posters MATH 180 Multiplication and Division Games Box	$469.00	1	$469.00	
1821688	9780358658603		MATH 180 Fractions Classroom Package Includes: MATH 180 Fractions Teacher Bookshelf MATH 180 Fractions mSpace Annotated Edition MATH 180 Fractions Teacher Edition MATH 180 Getting Started Teacher Edition MATH 180 Classroom Posters MATH 180 Fractions Games Box	$469.00	1	$469.00	
1821689	9780358658610		MATH 180 Decimals and Integers Classroom Package Includes: MATH 180 Decimals and Integers Teacher Bookshelf MATH 180 Decimals and Integers mSpace Annotated Edition MATH 180 Decimals and Integers Teacher Edition	$469.00	1	$469.00	

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

	ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
		MATH 180 Getting Started Teacher Edition MATH 180 Classroom Posters MATH 180 Decimals and Integers Games Box				
1821684	9780358658566	MATH 180 Rates and Ratios Teacher Bookshelf Includes: MATH 180 Rates and Ratios mSpace Annotated Edition MATH 180 Rates and Ratios Teacher Edition MATH 180 Getting Started Teacher Edition MATH 180 Classroom Posters	$349.00	1	$349.00	
1821685	9780358658573	MATH 180 Proportional and Linear Relationships Teacher Bookshelf Includes: MATH 180 Proportional and Linear Relationships mSpace Annotated Edition MATH 180 Proportional and Linear Relationships Teacher Edition MATH 180 Getting Started Teacher Edition MATH 180 Classroom Posters	$349.00	1	$349.00	
		Total for A la Carte Items Available for Purchase	**$3,905.00**			
		Total for Math 180	**$14,805.00**			

Professional Services - Math 180

Implementation Success Plan

1821115	9780358653707	Math 180 Getting Started Live Online Grades 3-12 3-Hour This three-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.		1		
1852718	9780358845010	Math 180 Leader Success Live Online Grades 3-12 1-Hour During this one-hour live online session, leaders learn about the design and resources of their HMH program. To help leaders develop a plan to guide implementation and set up teachers for a successful start, HMH Coaches share tools and best teaching and student learning practices to observe in the classroom. Leaders also preview the Teacher Success Pathways and resources on HMH Ed for ongoing support.		1		

Coaching

1883292	9798202010903	Coachly Getting Started Live Online Grades K-12 1-Hour In this initial district-scheduled session, participants will explore the Coachly experience, discuss the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership.		1		
1883291	9798202010897	Coachly Leader Success Live Online Grades K-12 1-Hour In this building level leader-focused session, participants will explore the Coachly experience, discuss its value and the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership.		1		

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

Date of Proposal: 5/22/2026

Proposal for

George & Evelyn Stein HS

Expiration Date: 7/6/2026

	ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
		Included are recommendations for usage and progress monitoring and details around next steps for teachers to launch their partnerships.				
1866773	9780358933700	Math 180 Coachly License Grades 3-12 1 Year Coachly provides one-on-one coaching to teachers to build their program expertise, support lesson planning, and discuss data-driven, actionable strategies to grow teacher practice. Each teacher is matched with a certified coach with whom they can schedule virtual sessions and message via the Ed platform. Coachly licenses are a one year digital subscription.	$1,500.00	2	$3,000.00	
	Total for Coaching		**$3,000.00**			
Total for Professional Services - Math 180			**$3,000.00**			

Subtotal Purchase Amount:	**$17,805.00**
Shipping & Handling:	**$566.23**
Sales Tax:	**$368.88**
Total Cost of Proposal (PO Amount):	**$18,740.11**

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

Date of Proposal: 5/22/2026

Proposal for
George & Evelyn Stein HS

Expiration Date: 7/6/2026

Total Cost of Proposal (PO Amount): $18,740.11

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
  - Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:
George & Evelyn Stein Hs
650 W 10TH S
TRACY, CA 95376

Sold to:
Tracy Unified School District
1875 W LOWELL AVE
TRACY, CA 95376-2291

- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 5/22/2026

Proposal Expiration Date: 7/6/2026

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 9, 2026
SUBJECT: **Approve Agreement for Contract Services with Operations Scholar and George and Evelyn Stein High School for Mental Health Worker Services for the 2026-2027 School Year**

BACKGROUND: George and Evelyn Stein High School serve a high-needs student population, including students who are credit deficient, socioeconomically disadvantaged, English Learners, and students experiencing significant social-emotional challenges. Student surveys, counseling referrals, attendance data, and the 2026–2027 School Plan for Student Achievement (SPSA) identified mental health, emotional regulation, motivation, anxiety, and external life stressors as barriers to student engagement, attendance, credit completion, and graduation.

As part of SPSA Goal 3, Whole Student Success and Support While Removing Hurdles, Stein High School is implementing a Wellness Room designed to provide students with access to social-emotional supports, self-regulation strategies, restorative interventions, and structured opportunities to successfully re-engage in learning. The Wellness Room will serve as a proactive intervention designed to support students before challenges escalate into attendance, behavioral, or academic concerns.

RATIONALE: The 2026–2027 SPSA identifies the need to expand mental health services, strengthen intervention systems, and provide timely support to students experiencing social-emotional challenges. A Mental Health Worker will provide direct services within the Wellness Room, including student check-ins, emotional regulation support, crisis prevention, restorative interventions, referral follow-up, coordination with counselors and the COST team, and support for students transitioning back into the classroom environment.

The Mental Health Worker will provide services for 182 instructional days during the 2026–2027 school year and will support the district's commitment to providing safe, equitable, and supportive learning environments for all students. These services directly align with SPSA Goal 3 by reducing barriers to learning, increasing student engagement, improving attendance, supporting mental wellness, and promoting on-time graduation.

FUNDING: The cost, not to exceed $70,570.00, will be through Equity Multiplier funds allocated to support student academic achievement, social-emotional learning, and wellness initiatives.

RECOMMENDATION: Approve Agreement for Contract Services with Operations Scholar and George and Evelyn Stein High School for Mental Health Worker Services for the 2026-2027 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties:

   Provide a Mental Health Worker daily from 8:30am - 2:00pm (with a 1/2 hour lunch) to implement a Wellness Room designed to provide students with access to Social-emotional supports, self-regulation strategies, restorative interventions, and structured opportunities to successfully re-engage in learning. The Wellness Room will serve as a proactive intervention designed to support students before challenges escalate into attendance, behavioral, or academic concerns.

   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 182 (186) DAYS, under the terms of this agreement at the following location Stein 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 $ 77.00 per HOUR, not to exceed a total of $ 70,570.00. 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 07/30/2026, and shall terminate on 05/29/2027.

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:

Demarieya Nelson
Contractor Signature 06/09/2026

C.E.O / Behaviorist
Title

Business Services Review Yes

Tracy Unified School District

Date

Equity Multiplier
Funding Source

Stein
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: June 9, 2026
SUBJECT: **Approve Renewal Quote for Site License between Homecourt Publishers and George & Evelyn Stein High School for the 2026-2027 School Year**

BACKGROUND: George & Evelyn Stein High School is committed to providing students with engaging, relevant, and career-connected learning experiences that support academic achievement and postsecondary readiness. Homecourt Publishers provides an online Project-Based Learning (PBL) curriculum that integrates real-world applications, career exploration, critical thinking, literacy development, and workforce readiness skills. The curriculum supports individualized learning and aligns with Stein High School's instructional model, which emphasizes student engagement, career preparation, and practical application of academic skills.

RATIONALE: Renewing the Homecourt Publishers site license for the 2026-2027 school year will provide continued access to project-based instructional resources that support Stein High School's School Plan for Student Achievement (SPSA) Goal #1 to improve student achievement and Goal #2 to increase college and career readiness. The curriculum strengthens reading, writing, communication, and problem-solving skills while providing students with opportunities to explore career pathways and develop employability skills. Given Stein High School's California School Dashboard results indicating continued need for improvement in English Language Arts and College and Career Readiness indicators, the Homecourt Publishers curriculum serves as an important intervention that promotes student engagement, academic growth, and successful transition to postsecondary opportunities.

FUNDING: The cost, not to exceed $399.00, will be paid from Site funds.

RECOMMENDATION: Approve Renewal Quote for Site License with Homecourt Publishers and George and Evelyn Stein High School from July 1, 2026, to June 30, 2027.

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

Homecourt Publishers

3620 Pelham Rd., Suite 5-154
Greenville, SC 29615
(864) 877-5123

DATE	P.O. Number
6/9/26	TBD

BILL TO:
Stein High School **Attn: Traci Mitchell** 650 w. 10th street Tracy, CA 95376

SHIP TO:
Same as "Bill To" Address

School License
Full access through 2026-2027 School Year

DESCRIPTION	AMOUNT
***Stein High* – Full School Access** **Includes full access to the following internet resources** **—through the 2026-2027 school year** **PBL Project:** **Included:** **Password Access to the PBL Project website** ➢ PBL Scenarios ➢ Community Service Projects ➢ STEM Challenges ➢ Critical/Creative Thinking Exercises ➢ Deductive Reasoning Tasks ➢ "Missing Information" Challenges ➢ PD & Expert Center ➢ "DOK Your Way Feature" ➢ Personalized Learning Portal	**$399.00** **Full School Access** *(all teachers, all grades, all subjects, etc.)*

***This price includes all materials, fees, taxes, and other applicable expenses associated with the **licensed product**. PLEASE REMIT FROM THIS INVOICE. THANK YOU.	**TOTAL: $399.00**

Thank you for your order! Please feel free to contact us if you have any questions or comments.

Telephone & Fax: (864) 877-5123 *e-mail:* benbache@homecourtpublishers.com

Please send payment to:

Homecourt Publishers
3620 Pelham Rd., Suite 5-154
Greenville, SC 29615

Please note that we have recently changed our mailing address!

(This is the correct address. An updated W9 is on the next page. Only our address has changed... everything else is the same). Thank you!

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 9, 2026
SUBJECT: **Approve Agreement for the Purchase of Write By Number for George and Evelyn Stein High School for the 2026-2027 School Year**

BACKGROUND: George & Evelyn Stein High School serves students who often enter the program significantly below grade-level expectations in reading and writing. California School Dashboard data and local assessments continue to identify English Language Arts as an area of need, highlighting the importance of providing targeted literacy interventions that support student achievement. Write By Number is a structured writing curriculum designed to strengthen students' writing skills through explicit instruction, guided practice, and scaffolded support. The curriculum provides students with strategies for organizing ideas, developing written responses, and improving communication skills across content areas. Implementation of Write By Number will support both foundational and advanced writing development while reinforcing skills necessary for graduation, college, career, and workforce readiness. The program aligns with Stein High School's instructional focus on improving literacy outcomes and increasing student success.

RATIONALE: Approval of the Write By Number curriculum will support Stein High School's 2026-2027 SPSA Goal #1 by providing a research-based writing intervention designed to improve student achievement in English Language Arts. Strong writing skills are essential for success in all academic subjects as well as post-secondary education, employment, and career training programs. The curriculum's structured approach will provide teachers with consistent instructional tools and strategies to support students who require additional writing intervention and skill development. Write By Number will provide targeted instructional support for English Learners by strengthening academic vocabulary development, sentence construction, written expression, and communication skills necessary for success across all content areas. By strengthening students' ability to communicate effectively through written language, the program addresses an identified area of need reflected in state and local assessment data. The curriculum will be integrated into English courses and other instructional settings to increase student engagement, confidence, and academic performance.

FUNDING: The cost, not to exceed $1,899.69, will be paid from Targeted English Learner (EL) Funds as identified in the 2026-2027 SPSA.

RECOMMENDATION: Approve Agreement for the Purchase of Write By Number for George and Evelyn Stein High School for the 2026-2027 School Year.

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



Write by Number
13390 Jamie Ave.
Sylmar, CA 91342

INVOICE

Tracy Unified School District
1875 W Lowell Ave
Tracy, CA
tramitchell@tusd.net

Ship To:
Traci Mitchell
Stein Continuation High School
650 W 10 St
Tracy, CA 95376

Invoice Number:	117
Invoice Date:	June 9, 2026
Order Number:	14581
Order Date:	June 9, 2026

Product	Quantity	Price
Write by Number: Teacher Book (Softcover) **SKU:** TB-E-1 **Weight:** 31oz	1	$99.99
Write by Number: Student Book (Concealed Wire-O Binding) **SKU:** SB-E **Weight:** 66oz	10	$1,849.90
	Subtotal	$1,949.89
	Discount	-$194.98
	Tax	$144.78
	Total	**$1,899.69**

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 9, 2026
SUBJECT: **Approve Agreement for Renewal of Digital Services Between SMORES from School Status and George and Evelyn Stein High School for the 2026-2027 School Year**

BACKGROUND: George and Evelyn Stein High School serves a highly diverse student body, with nearly 90% of students identified as socioeconomically disadvantaged and close to 30% of English Learners. Family engagement is a critical component of the school's improvement goals, as identified in the SPSA. Surveys and feedback indicate that parents desire more consistent, clear, and accessible communication from school staff. Goal 2 of the SPSA, Positive Learning Environment for All, emphasizes strengthening trust and communication with families.

To address this, the school has invested in monthly digital newsletters (SMORES from SchoolStatus) and principal messages as a strategy to ensure timely updates, highlight opportunities, and provide bilingual outreach when needed. This tool has proven effective in supporting transparency, celebrating student achievements, and connecting families to resources.

RATIONALE: Renewing the SMORES subscription aligns directly with the SPSA's goals to improve parent engagement and school climate. Specifically, the newsletters promote accessibility in that they are mobile-friendly and translated formats, ensuring access for all families. They strengthen engagement through regular communication which builds family trust and helps increase parent comfort in reaching out to staff, a key SPSA metric targeted for growth. Additionally, the newsletters support accountability allowing for consistent outreach to all families, reinforcing transparency in school initiatives, events, and student support. This initiative aligns with SPSA Goal #2.

FUNDING: The cost, not to exceed $1,085.00, will be paid from Title 1 funds.

RECOMMENDATION: Approve Agreement for Renewal of Digital Services Between SMORES from SchoolStatus and George and Evelyn Stein High School for the 2026-2027 School Year.

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

SchoolStatus

P.O. Box 771470
St. Louis,MO 63177-9816

Renewal Quote and Order Form

Created Date: 05 / 18 / 2026

Quote Number: ZWFO7-MFSNV-FZ8KI-ZCAZ8

Bill To:
George and Evelyn Stein Continuation High School
Traci Mitchell
650 West 10TH St
Tracy, California 95376

Shipping To:
George and Evelyn Stein Continuation High School
Traci Mitchell
650 West 10TH St
Tracy, California 95376

Product	Start Date	End Date	QTY	Unit	Unit Price	Subtotal
Year 1 Products & Services						
Smore for Teams	2026-09-14	2027-09-13	5	Smore Number of Seats	$217.00	$1,085.00
						$1,085.00
Professional Services and Set-Up						

Subtotal **$1,085.00**

Contract Total Value **$1,085.00**

Term Summary	
Total Years	Autorenew Term
1.00	N/A
Successive years are subject to 5% annual uplift, which shall be reflected on renewal quote	

Payment Schedule	
Year	Invoice Due Date
Year 1	Within 30 Days of Invoice
Successive years are subject to 5% annual uplift, which shall be reflected on renewal quote	

Additional Notes:

SchoolStatus
P.O. Box 771470
St. Louis,MO 63177-9816

Renewal Quote and Order Form

Created Date: 05 / 18 / 2026

Quote Number: ZWFO7-MFSNV-FZ8KI-ZCAZ8

The initial term of this Agreement (the "Initial Term") shall be the number of years listed in the above table and, if Auto-Renewal Term is indicated in the above table, the Agreement shall automatically renew for successive terms for the number of months indicated in the the table (each a "Successive Term" and together with the Initial Term, the "Term") unless either Party provides written notice at least 60 days prior to the end of such Initial or Successive Term or this Agreement is terminated sooner pursuant to Termination section of the Master Services Agreement that governs this Order Form.

Additional Payment Terms

For SchoolStatus Attend, there is an additional $2,500 SIS change fee if Customer changes SIS during the Subscription/ Order Term. The fee will be due upon SchoolStatus commencing with the implementation of the new SIS.

This Renewal Order Form and the pricing contained herein remain valid through 30 days following the termination date of the existing Agreement. All payments are to be remitted to SchoolStatus, LLC at P.O. Box 771470 St. Louis, MO 63177-9816.

By signing below, you agree to our Master Services Agreement , the Data Processing Addendum, the Terms and Conditions below your signature, and (d) the terms of this Order Form ("Agreement"), which together constitute the entirety of our Agreement with your organization, unless (i) Customer has a currently-effective, existing MSA and/or DPA executed by SchoolStatus, in which case such existing MSA will govern rather than (a) and/or such existing DPA will govern rather than (b); or (ii) otherwise set forth herein.

Authorized Representative: Traci Mitchell

Signature: Traci Mitchell

Title: Principal

Date: 2026-05-22

CERTIFICATE *of* SIGNATURE

REF. NUMBER
ZWFO7-MFSNV-FZ6KI-ZCAZ8

DOCUMENT COMPLETED BY ALL PARTIES ON
22 MAY 2026 14:41:00
UTC

SIGNER	TIMESTAMP	SIGNATURE
TRACI MITCHELL	SENT 18 MAY 2026 23:57:11	
EMAIL TRAMITCHELL@TUSD.NET	VIEWED 22 MAY 2026 14:39:43	
SHARED VIA LINK	SIGNED 22 MAY 2026 14:41:00	IP ADDRESS 63.197.115.201 LOCATION TRACY, UNITED STATES

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 5, 2026
SUBJECT: **Approve Renewal Quote for Site Subscription Services Between Xello – College and Career Software Program and Duncan Russell Community Day School for the 2026-2027 School Year**

BACKGROUND: Students who come to Duncan Russell Community Day School need a great deal of social-emotional, coping and life-skill development. Students need a school environment where they are engaged and have activities they enjoy and are relatable. According to the needs assessment Duncan Russell staff and educational partners' highlights areas identified for growth/improvement needed. Life-skills development and post high school planning have been characterized as areas of need. Duncan Russell teachers and staff will continue to need curriculum and resources for career planning opportunities/activities, college and career readiness planning, and development of life skills that are engaging and relevant.

RATIONALE: Duncan Russell teaching and support staff have a dedicated Study Hall class period for the continued implementation of the Xello learning platform. Xello provides students with modern, secure, engaging experiences and interactive planning tools for Tier 1 support. Xello features learning modules to develop life skills, such as time management, study skills, and decision making, as well as career readiness topics that are geared towards industry relevance and ensuring students are equipped to successfully transition from education to the workforce. Student engagement and motivation are based on individual interests, and comprehensive preparation is embedded in the Xello online platform. This agenda item meets SPSA Goal #1: Prepare all pupils for college and careers… and LCAP Goal # 4, Action 4.1 Provide Social-Emotional, Life-Skills, Anger Management Curriculum.

FUNDING: The cost, not to exceed $3,200.00, will be paid by Equity Multiplier Funds.

RECOMMENDATION: Approve Renewal Quote for Site Subscription Services Between Xello – College and Career Software Program and Duncan Russell Community Day School for the 2026-2027 School Year

PREPARED BY: Mrs. Traci L Mitchell, Duncan Russell Community Day School Principal.

Xello Quote

Proposal for **Duncan-Russell Community Day School**

Prepared By:
Skye Dempster
Senior Customer Success Manager
(800) 965-8541 ext. 175
skyed@xello.world

ORDER / QUOTE

REF-077433

QUOTE FOR:

ATTN: **Accounts Payable**
Duncan-Russell Community Day School
650 West 10th Street
Pittsburg, CA 94565

REQUESTED BY:

Traci Mitchell
Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376

SUBSCRIPTION PERIOD:

Start Date: **Oct 1, 2026**
End Date: **Jul 31, 2027**
Duration: **10 months** *

PRODUCT	QTY	ANNUAL RATE	PRICE	SUBTOTAL
Xello for High School	1	**$3,000.00** Per School	$2,500.00	$2,500.00
Data Integration Services Data integration services -- SSO, automated account provisioning, and rostering.	1	**$300.00** Per School	$250.00	$250.00
Custom Web Training Training must occur within the contract period	1	**$450.00** Per Session	$450.00	$450.00

*** Prorated based on a 12-month subscription**

NOTES:

ANNUAL TOTAL:
$3,750
* Price subject to change

GRAND TOTAL:
$3,200.00
USD

Xello Terms of Use Agreement
W8 Form
Billing + Renewals FAQ's

skyed@xello.world

Phone: (800) 965-8541 ext. 175

1867 Yonge Street • Suite 502 • Toronto, ON M4S 1Y5 • Canada

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES
MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 9, 2026
SUBJECT: **Approve Professional Development from Ready4Reading Staff at Art Freiler School on August 6, 2026**

BACKGROUND: Art Freiler School is implementing Ready4Reading, a new research-based curriculum designed to strengthen reading intervention in the Learning Centers for students in grades K–3 and students with Individualized Education Plans (IEPs). This program is intended to provide targeted, structured literacy support to students who require additional intervention beyond core instruction. To ensure effective implementation, Ready4Learning will provide a one-day professional development training for approximately ten staff members, including teachers and paraprofessionals. The training will focus on program components, instructional routines, and strategies to support fidelity of implementation within intervention settings.

RATIONALE: Art Freiler School is implementing Ready4Reading, a new research-based curriculum designed to strengthen reading intervention in the Learning Centers for students in grades K–3 and students with Individualized Education Plans (IEPs). This program is intended to provide targeted, structured literacy support to students who require additional intervention beyond core instruction. To ensure effective implementation, Ready4Learning will provide a one-day professional development training for approximately ten staff members, including teachers and paraprofessionals. The training will focus on program components, instructional routines, and strategies to support fidelity of implementation within intervention settings.

FUNDING: The cost, not to exceed $3,999.00, will be paid from Targeted funds.

RECOMMENDATION: Approve Professional Development from Ready4Reading Staff at Art Freiler School on August 6, 2026.

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

SCHOLASTIC EDUCATION SOLUTIONS

Scholastic Inc. | PO Box 639852 | Cincinnati, OH 45263-9852 | 800-724-2222
educationorders@scholastic.com | Tax ID:13-1824190

Customer Contact:
MAUREEN RILEY
ART FREILER SCHOOL
mriley@tusd.net

Bill To:
MAUREEN RILEY
ART FREILER SCHOOL
1975 W LOWELL AVE
TRACY, CA, 95376-2238, USA

Ship To:
MAUREEN RILEY
ART FREILER SCHOOL
1975 W LOWELL AVE
TRACY, CA, 95376-2238, USA

Please be sure to confirm the above "Bill to:" and "Ship to:" addresses when placing your order.

Price Quote

Contact your Scholastic Representative with changes, questions, or to process your order.

Lisa Karmann
Phone: (925) 586-7647
Email: lkarmann@scholastic.com

R4R Full Day PL 26

Quote #:	Q-565199
Date:	5/21/2026
Expires On:	8/6/2026
Account UCN:	600191301
Tax Exemption:	N
EULA on File:	Accepted
LI Member#:	FC46705

Please send quote and PO to:
Lisa Karmann
lkarmann@sholastic.com
Thank you for your partnership.

Product	Source Code	Item Detail	Quantity	List Price	Your Price	Total Price
R4R Professional Development FULL DAY	SCHL	274458	1	$3,999.00	$3,999.00	$3,999.00
					Subtotal:	$3,999.00

Number of Titles: 1

* Shipping and handing only applies to print materials.
**State law requires sales tax be added to your order unless we have sales tax exemption certificate on file. Tax on this quote may be your estimated tax, actual tax will be charged at the time of shipping. Scholastic terms are FOB shipping point unless otherwise noted on the purchase order. If tax has been added to your order and you are exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560-6815 or mail to Scholastic Inc., 2931 E. McCarty Street, Jefferson City, MO., 65101

** Estimated Tax	**$0.00**
* Shipping and Handling	**$0.00**
Grand Total	$3,999.00

SCHOLASTIC EDUCATION SOLUTIONS

Scholastic Inc. | PO Box 639852 | Cincinnati, OH 45263-9852 | 800-724-2222
educationorders@scholastic.com | Tax ID:13-1824190

Terms and Conditions:
This Price Quote is subject to the Customer Terms and Conditions of Scholastic Inc. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms and Conditions *(https://educationsolutions.scholastic.com/terms.html)*

For Internal Use Only

- Opportunity Name: R4R PL Fall Full Day 26
- Opportunity Id: 006VY00000Usf3JYAR

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 28, 2026
SUBJECT: **Approve Agreement for Special Contract Services with Growing Words Speech and Language Therapy Inc. for a Speech and Language Independent Education Evaluation (IEE)**

BACKGROUND: The Special Education Department would like to initiate a contract with Growing Words Speech and Language Therapy, Inc., for an Independent Education Evaluation (IEE) for Speech and Language. The assessment is for one Special Education student, and Approval 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. The evaluation will be conducted during the 2026-2027 school year.

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

FUNDING: Expenses for this contract and the total cost will not exceed a total of $4,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Service with Growing Words Speech and Language Therapy, Inc. for an Independent Educational Evaluation (IEE).

Prepared by: Jason Davis, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Growing Words Speech and Language Therapy, 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:
   Conduct a Speech and Language Assessment, IEE.

   The Independent Education Evaluation will be conducted per the San Joaquin County SELPA IEE process.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Sixty (60) DAYS, under the terms of this agreement at the following location District/Assessor Location/Student home.

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

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

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

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

4. The terms of the agreement shall commence on 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, 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:

MARGOT PEREZ
Contractor Signature 05/19/2026

Clinical Director
Title

Business Services Review Yes

Tracy Unified School District

Date

01650005770111058008002542
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: September 28, 2025
SUBJECT: **Approve Special Contract Services Agreement with LifeWorks-ACS Inc., for an Independent Education Evaluation (IEE)**

BACKGROUND: The Special Education Department would like to initiate a contract with LifeWorks-ACS, Inc. for an Occupational Therapy Independent Education Evaluation (IEE). Approval is necessary at this time to fulfill district responsibility to allow for agreed upon assessors of parent's choosing per applicable laws and stay compliant with the statutory timelines.

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

FUNDING: Expenses for this contract will not exceed a total of $2,950.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Special Contract Service Agreement with LifeWorks-ACS, Inc. for an Independent Educational Evaluation (IEE).

Prepared by: Jason Davis, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and LifeWorks-ACS, 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:
   Conduct an Occupational Therapy assessment, IEE.

   The Independent Education Evaluation (IEE) will be conducted per the San Joaquin County SELPA IEE process.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Sixty (60) DAYS, under the terms of this agreement at the following location Assessor Location/District.

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

   a. District shall pay $ 2,950.00 per FLAT RATE, not to exceed a total of $2,950.00. 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, 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:

Nancy DeChance
Contractor Signature 06/01/2026

Administrative Assistant
Title

Business Services Review Yes

Tracy Unified School District

Date

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

District Office
Site/Department:

Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 8, 2026
SUBJECT: **Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Art Freiler School for the 2026-27 School Year**

BACKGROUND: The Boys and Girls Clubs of Tracy has been providing after school services in the community at school sites for over 20 years. Art Freiler School is identified as an area of need due to our low-income families. The Boys and Girls Club has been operating after school services at Art Freiler School for several years. For the 2025-26 School Year Art Freiler would like to partner with Boys and Girls Club to provide structured activities and mentoring during lunch recess to decrease behavior issues. The Boys and Girls Club at Art Freiler School provides after school services but these services during lunch recess provide something that the regular school program cannot, specifically academic tutoring, extracurricular reading programs and school wide sport participation.

RATIONALE: Students need a safe place to go and positive activities to associate with academic success. Art Freiler School's partnership with the Boys and Girls Club provides a wealth of during and after school activities that are positive, academically enriching, team building, and community oriented. This supports District Strategic Goal 1: Additional Support for AT-Risk Students and Students Not Making Progress and District Strategic Goal 2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: Boys and Girls Club of Tracy will be paid $15,000 funded through Title I funds.

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

PREPARED BY: Maureen Riley, Principal, At Freiler School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties:
   Provide two mentors (YDP's) to provide lunch time activities that include organized sports, mentoring and tutoring.

   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 180) 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 $ 112.00 per DAY , not to exceed a total of $ 15,000.00 . Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

   c. District shall make payment on a 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, Maureen Riley, at 209-830-3309 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:

Tawnya Montoya
Contractor Signature 06/15/2026

Director of Finance
Title

Business Services Review Yes

Tracy Unified School District

Date

Title 1
Funding Source

Freiler School
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: June 8th, 2026
SUBJECT: **Approve Agreement for Contract Servies with Operation Scholars and Art Freiler School for the 2026-27 School Year**

BACKGROUND: Operation Scholars is dedicated to creating a safe and supportive environment where youth can explore their identity, build character, and achieve their academic and personal aspirations. Through comprehensive social and emotional counseling, behavioral services, and assessments, the program supports diverse students in their journey toward success. Committed to fostering resilience, self-advocacy, and essential life skills, Operation Scholars empowers students to thrive academically and develop into confident, goal-driven leaders in an ever evolving world.

RATIONALE: Students who have experienced trauma or exhibit negative and disruptive behaviors are considered high risk and encounter daily challenges. Operation Scholars will implement Tier 2 whole-child approach interventions to provide support both in and outside of the classroom. This service is designed to help students develop skills in stress management, impulse control, behavior regulation, respect for others, self-discipline, social awareness, and other key areas that influence behavior. The services of this program are in alignment with TUSD's LCAP 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, not to exceed $110,880.00, will be paid by the District.

RECOMMENDATION: Approve Agreement for Contract Servies with Operation Scholars and Art Freiler School for the 2026-27 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 Operation Scholars, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:

   Operation Scholars is focused on supporting students through mentorship, intervention, academic guidance, and relationship-centered support designed to help young people succeed both inside and outside the classroom.

   Through trauma-informed practices, family engagement, and close collaboration with schools and staff, we provide individualized support that helps students build confidence, strengthen decision-making, and create healthier long-term outcomes.

   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 180) 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 $ 77.00 per HOUR , not to exceed a total of $ 110 880.00 . 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, Maureen Riley, at 209-830-3309 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

   b. Contractor WILL have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Demarieya Nelson
Contractor Signature 06/08/2026

C.E.O/ Behaviorist
Title

Business Services Review Yes

Tracy Unified School District

Date

District
Funding Source

Freiler School
Site/Department:

Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt. of Ed Services
DATE: June 8, 2026
RE: **Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School During the 2026-27 School Year**

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connection 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 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 Art Freiler 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 supports the District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: The District shall pay a flat fee not to exceed that of $12,500 for the signature program in English and Spanish.

RECOMMENDATION: Approve agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School During the 2026-27 School Year.

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

SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Maureen Riley, School Principal

From: Gabriela Rios, Executive Director

Date: June 1, 2026

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

RECITALS

A. Scope of Services: PIQE will provide its **Signature Family Engagement in Education K-12** for the parents of the children enrolled in the school identified above. PIQE will recruit parents by phone, provide an Orientation session, provide a series of weekly training sessions, and organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques which will empower parents to address the educational needs of their school-aged children.

B. Time of Class: **TBD** Morning _____ Evening _____

C. Type of Class: **TBD**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

Virtual – PIQE will offer online classes through the Zoom platform during the evenings starting with the Orientation and finishing with a Graduation ceremony.

Hybrid – PIQE will offer online classes through the Zoom platform from Orientation through week six, and the Principal Dialogue and Graduation ceremony will be in person

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Virtual and Hybrid Services: For virtual services, PIQE will provide online connectivity and navigation support to families to ensure they can access the Zoom platform. All these services will include the Data Analysis per school. Data Analysis results will be available on or after January 15th for the Fall schools, May 15th for the Winter schools and on or after July 30th for the Spring schools.

D. Session Dates: **Fall 2026-TBD Dates**

E. Initial Fees: The total cost of the program is **$12,500.00**

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.

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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**

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 **Art Freiler School** under the terms and conditions noted.

_____ _____

Maureen Riley, 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

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 Parent Institute for Quality 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:

   PIQE will provide its Signature Family Engagement in Education K-12 for the parents of the children enrolled in the school identified above. PIQE will recruit parents by phone, provide an Orientation session, provide a series of weekly training sessions, and organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques which will empower parents to address the educational needs of their school-aged children.

   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 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 $12,500.00 per FLAT RATE, not to exceed a total of $12,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 08/19/2026, and shall terminate on 10/14/2026.

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, Maureen Riley at 209-830-3309 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:

Gabriela Rios
Contractor Signature 06/09/2026

Executive Director
Title

Business Services Review Yes

Tracy Unified School District

Date

District
Funding Source

Freiler School
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: June 8th, 2026
SUBJECT: **Approve Agreement for Contract Services between Valley Community Counseling and Art Freiler School, for the 2026-27 School Year**

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

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Valley Community Counseling to provide school-based mental health counseling to Art Freiler School. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and /or career goals; and Goal #2, Additional Support for At-Risk Students and Students Not Making Progress.

FUNDING: The total cost for Valley Community Counseling services will not exceed $17,280.00. Services will be paid for using Art Freiler School Title 1 funds.

RECOMMENDATION: Approve Agreement for Contract Services between Art Freiler School, and Valley Community Counseling for the 2026-27 School Year.

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

1. Contractor shall perform the following duties:
   Provide school based mental health services during the 2026-2027 school year to the following school site: Freiler Elementary (1 day @ 6 hours/day)

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Two Hundred Sixteen 216) HOURS , 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 $ 80.00 per HOUR , not to exceed a total of $ 17,280.00 . 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 07/27/2026, 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, Maureen Riley, at 209-830-3309 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

   b. Contractor WILL have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Stacie Clark, LMFT
Contractor Signature 06/09/2026

Deputy Director-VCCS
Title

Business Services Review Yes

Tracy Unified School District

Date

Title 1
Funding Source

Freiler School
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: June 3, 2026
SUBJECT: **Approve Agreement for Contract Services Between Houghton Mifflin Harcourt and Monte Vista Middle School for the 2026-2027 School Year**

BACKGROUND: Monte Vista Middle School has an abundance of students reading below grade level. Since our pilot of Read 180 as a stand-alone literacy program in 2017, our data has continued to show that it raises literacy rates for our students. Read 180 also creates a positive relationship between students and literature.

RATIONALE: Read 180 is a literacy intervention program supported by the State Board of Education. Students participating in this program enroll in this class as their elective. Students remain in the program until they reach the correct Lexile level for their grade level or meet goals specific to an IEP. Upon reaching their goal, students exit the program and select another elective. This aligns with District Strategic Goal #1: "Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports."

FUNDING: Title 1 District Funding will cover license fees, subscriptions, and texts at $20,516.78

RECOMMENDATION: Approve Agreement for Special Contract Services between Houghton Mifflin Harcourt and Monte Vista Middle School for the 2026-2027 School Year.

Prepared by: Ms. Heather Reyburn, Monte Vista Middle School Principal.

Proposal #009618725

Prepared For

Monte Vista Middle School

Attention:
Heather Reyburn
hreyburn@tusd.net

For the Purchase of:

Read 180 on Ed 1-Year

Prepared By
Erin Mon Pere
erin.monpere@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
http://www.hmhco.com/common/terms-conditions

	ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
		Stage B				
		Student Licenses				
1866600	9780358937265	Read 180 Student License 1 Year Includes: Read 180 on Ed Student License 1 Year Implementation Success	$109.00	120	$13,080.00	
		Total for Student Licenses	**$13,080.00**			
		Teacher Licenses				
1835546	9780358740643	Read 180 Teacher License 1 Year Includes: Read 180 on Ed Teacher License 1 Year Access to Teacher's Corner	$299.00			5
		Total for Teacher Licenses	**$0.00**			
		A la Carte Items Available for Purchase				
		Student Materials				
		Bundles				
1840249	9780358766377	Read 180 Stage B ReaL Book Workshops 1-3 Student Edition Bundle Includes: Read 180 Stage B ReaL Book Workshop 1-3 Student Edition Read 180 Stage B Getting Started Book 1 Student Edition	$30.00	100	$3,000.00	
1840273	9780358766612	Read 180 Stage B ReaL Book Workshops 4-6 Student Edition Bundle Includes: Read 180 Stage B ReaL Book Workshop 4-6 Student Edition Read 180 Stage B Getting Started Book 2 Student Edition	$30.00	100	$3,000.00	
		Total for A la Carte Items Available for Purchase	**$6,000.00**			
		Total for Stage B	**$19,080.00**			
		Professional Services - Read 180				
		Implementation Success Plan				
1833602	9780358732082	Read 180 Getting Started Live Online Grades 3-12 3-Hour This three-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and		1		

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Heather Reyburn
hreyburn@tusd.net

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

	ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
		related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.				
1852471	9780358841821	Read 180 Leader Success Live Online Grades 3-12 1-Hour During this one-hour live online session, leaders learn about the design and resources of their HMH program. To help leaders develop a plan to guide implementation and set up teachers for a successful start, HMH Coaches share tools and best teaching and student learning practices to observe in the classroom. Leaders also preview the Teacher Success Pathways and resources on HMH Ed for ongoing support.		1		
Total for Professional Services - Read 180			**$ 0.00**			

Total Savings:	**$1,495.00**
Subtotal Purchase Amount:	**$19,080.00**
Shipping & Handling:	**$870.00**
Sales Tax:	**$566.78**
Total Cost of Proposal (PO Amount):	**$20,516.78**

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Heather Reyburn
hreyburn@tusd.net

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

Total Cost of Proposal (PO Amount): $20,516.78

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
  - Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:
Monte Vista Middle School
751 W LOWELL AVE
TRACY, CA 95376-2935

Sold to:
Tracy Unified School District
DISTRICT OFFICE
TRACY, CA 95376-2291

- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 4/28/2026

Proposal Expiration Date: 6/12/2026

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Heather Reyburn
hreyburn@tusd.net

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 5, 2026
SUBJECT: **Approve Agreement for Contract Services with the Boys & Girls Club of Tracy to Provide Services at North School for the 2026/2027 School Year**

BACKGROUND: The Boys & Girls Club of Tracy has been providing after school services in the community at school sites for over 20 years. The North side of Tracy is identified as an area of need. For the last 17 years, the Boys & Girls Club of Tracy has been operating an after-school program at North School. Due to the success of the program, North School staff wishes to continue to work with the Boys & Girls Club of Tracy at North School as they can provide after school services and structured lunch time services the regular school program cannot. During past school years, the Boys and Girls Club provided two B&G Club staff members to mentor and work with students through a variety of structured activities during lunch. Students partook in these activities, and an increase of positive and collaborative behavior was seen due to said activities. North School would like to continue these services.

RATIONALE: Students, families and staff have made it clear that providing after school programs and activities at North School is of great value. We must first provide a safe environment where students can learn, so they can discover and develop their full potential. The Boys & Girls Club of Tracy provides after school programs and structured lunch activities, such as organized sports, giving the students a positive experience. The North School partnership with the Boys & Girls Club of Tracy provides vital opportunities and services for students. This supports District 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 and District Goal #2: Provide a safe and equitable learning environment.

FUNDING: The program will be paid with site Title I funds not to exceed a total of $10,000.00

RECOMMENDATION: Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Services at North School for the 2026/2027 School Year.

Prepared by: Susan Hawkins, Principal, North School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide activities/structured activities, tutoring, support and mentoring in the area of healthy life style programming, character and citizenship. In addition to the B&G Club after school program, the Boys and Girls Club will provide two staff members providing who will provide and support structured activities during lunch recess five days per week. Lunch activities will take place from 11:15 to 12:45.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days per week after school & during lunch recess ( ) [X] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location North School.

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

   a. District shall pay $10,000.00 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $10,000.00. 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 $n/a for the term of this agreement.

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

4. The terms of the agreement shall commence on 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, Susan Hawkins, at (209) 830-3350 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature — Title: CEO

68 0028682
IRS Identification Number

CEO
Title

753 Lowell Avenue
Address

Tracy, CA 95376

Tracy Unified School District

Date

01 3010 0 1110 5800 340 3002
Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 3, 2026
SUBJECT: **Approve Agreement for Special Contract Services With CPR With Heart to Provide CPR and First Aid Training to Classified Staff During the 2026-2027 School Year**

BACKGROUND: CPR With Heart is an approved partner of the American Heart Association, the leading resource for heart health and life saving measures in the event of a cardiac emergency. CPR and first aid training is required to be provided by the District for certain classifications of classified employees

RATIONALE: Providing high quality CPR and first aid training to classified staff will ensure students and staff receive the care and aid required in the event of an emergency. This will also ensure the District remains compliant in providing this training to certain classifications of classified staff. This aligns with Tracy Unified Goal #2: Provide a Safe and Equitable Larning Environment for All Students and Staff.

FUNDING: The cost of training by CPR With Heart for the 2026-2027 school year will not exceed $3,500. This training cost will be paid by Classified Employee Professional Development funds.

RECOMMENDATION: Approve Agreement for Special Contract Services With CPR With Heart to Provide CPR and First Aid Training to Classified Staff During the 2026-2027 School Year

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

CPR With Heart

Estimate No: 6326
Date: 06/03/2026
For: Tracy Unified School District

Estimate

916 45th Street
Sacramento, CA. 95819
916-248-3400
916-453-0663
Cprwithelizabeth@yahoo.com

Description	Quantity	Rate	Amount
Staff CPR-FA-AED Certification AHA.	35	$100.00	$3,500.00
Add on Narcan	35	$0.00	$0.00

Subtotal	$3,500.00
TAX 0%	$0.00
Total	$3,500.00

Total **$3,500.00**

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 26, 2026
SUBJECT: **Approve Master Contract for Non-Public School East Valley Education Center for the 2026-2027 School Year**

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

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

FUNDING: Expenses for this contract will not exceed $150,000.00 for the 2026-2027 school year. The Special Education contract expenses are funded through 602 funding for Special education, budgeted in account 01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Non-Public School East Valley Education Center for the 2026-2027 School Year.

Prepared by: Jason Davis, Director of Special Education.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 12, 2026
SUBJECT: **Approve Memorandum of Understanding (MOU) Between Tracy UnifiedSchool District (TUSD) and the San Joaquin County Office of Education (SJCOE) for the 2026-2027 School Year**

BACKGROUND: Board approval is requested for the Memorandum of Understanding (MOU) between the Tracy Unified School District (TUSD) and the San Joaquin County Office of Education (SJCOE) for referral services, educational services for special education students.

RATIONALE: Districts must offer a continuum of services including, when necessary, referral and placement at one of the SJCOE community school programs. 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: There will be no expenses incurred.

RECOMMENDATION: Approve the Memorandum of Understanding (MOU) between the Tracy Unified School District (TUSD) and the San Joaquin County Office of Education (SJCOE).

Prepared by: Jason Davis, Director of Special Education.

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

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4847
www.sjcoe.org

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SAN JOAQUIN COUNTY OFFICE OF EDUCATION
AND
TRACY UNIFIED SCHOOL DISTRICT
FOR SPECIAL EDUCATION SERVICES

By this agreement dated July 1, 2026, the San Joaquin County Office of Education, hereinafter referred to as SJCOE, and the Tracy Unified School District, hereinafter referred to as Tracy USD, mutually agree to the following terms and conditions for the period of July 2026 through June 2027 to be renewed on a fiscal year basis.

Referral Services:

1. This MOU shall apply only to those special education students who have been referred to the SJCOE community school program and have been determined to be appropriately placed based on the recommendation of the IEP team, which shall include a representative from the San Joaquin County Office of Education (SJCOE) when placement in the SJCOE community school program is under consideration.

Educational Services:

1. Tracy USD agrees to provide educational support for all special education students referred from Tracy USD and placed in the community school program.
2. Special education services provided will be, at a minimum, what is currently being offered; a resource specialist working in classrooms with SJCOE teachers for the amount of time indicated on the IEP, or a resource specialist working on a consult basis with the SJCOE teachers.
3. Scheduling of IEP meetings shall be the responsibility of Tracy USD with representation from the SJCOE.
4. All services provided to the student outside of the regular education program as determined by the IEP team shall be the responsibility of Tracy USD during the time the student is enrolled in the SJCOE community school.

Costs:

1. The SJCOE will pay to Tracy USD the adjusted SELPA revenue amount received per ADA for every special education student enrolled from Tracy USD in community school for the 2026-2027 school year.
2. SJCOE will confirm the exact number of students with Tracy USD at the end of the 2026-2027 school year, at which time Tracy USD will invoice SJCOE for payment for services rendered.
3. All notices and other communications under this agreement shall be in writing and mailed to the address as follows:

San Joaquin County Office of Education
Alternative Programs
P.O. Box 213030
Stockton, CA 95213

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4847
www.sjcoe.org

4. Either the SJCOE or Tracy USD may terminate this agreement by giving thirty (30) calendar days written notice to the other party. In the event that either party elects to terminate the agreement, SJCOE shall pay Tracy USD for services rendered to such date.

Anthony Flores, Division Director
Operations
San Joaquin County Office of Education

Date

Connor Sloan

06/12/2026

Connor Sloan, Ed.D., Assistant Superintendent
County Operated Schools and Programs
San Joaquin County Office of Education

Date

Tania Salinas, Associate Superintendent
Business Services
Tracy Unified School District

Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 29, 2026
SUBJECT: **Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to Provide Professional Development to Support STEM Implementation**

BACKGROUND: The 2024-2025 TUSD LCAP states that providing STEM opportunities for each student is a key initiative to meet the overarching LCAP Goals. The STEM Division of the San Joaquin County Office of Education (SJCOE) has been working with TUSD's STEM Department to identify areas of need to support and accelerate STEM learning in TUSD. Effective STEM implementation necessitates expert content support from SJCOE in a variety of areas that address the needs of site administrators, teacher-leaders, teachers, and students:

- Provide NGSS professional development for PK-12 teachers and STEM Instructional Leadership Teams
- Provide computer science professional learning to directly support the teaching of STEM
- Provide lesson study facilitation and training to help sustain and improve instructional quality.

RATIONALE: To support achieving TUSD's STEM goals:

- Knowledgeable Instructional Leadership Team members are critical to supporting STEM instruction at each school site.
- Knowledgeable teachers who understand computer science standards and how to effectively teach them is necessary to build student understanding of computer science.
- Increasing the number of teachers and ILT members who have participated in lesson study will increase instructional capacity at each site.

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

FUNDING: The total cost for the SJCOE STEM support services is not to exceed $49,700 and will be paid by LCFF.

RECOMMENDATION: Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to Provide Professional Development to Support STEM Implementation.

Prepared by: Dean Reese, Director of PreK-12 STEM and Local Assessment.

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.

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

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

- Computer Science Professional Learning (STEM Lessons/Unit Support)
  - Aimed at a technology from STEM Units and the NGSS Concepts
    - Modeling and Scratch
    - Data and Microbit
    - Systems and Minecraft
    - Computational Thinking with Desmos and Excel
  - These can be implemented as an option during lesson studies
  - Based on teacher feedback and requests, we will explore workshop options
- Preservice/Buyback day workshops NGSS for elementary and secondary teachers
- Professional learning support for NGSS assessment implementation for elementary and secondary teachers
- K-5 Science Committee planning and facilitation
- 6-12 Science Committee planning and facilitation
- Instructional Leadership Team (ILT) support
- STEM lesson study planning for collaborative facilitation and support

Specific Days and Times:

Date(s)	Duration	Location(s)	Topic	Who	PL Days	Total Cost
07/28/2026	1 half day	Tracy	Preservice/Buy-Back Day: Science Instruction	1 PD Provider	½ day session on NGSS Instructional Shifts	not to exceed $1,400
09/02/2026 10/28/2026 01/20/2027 03/17/2027	4 full days	Tracy	Grades K-5 Science Committee:	1 PD Provider	NGSS Instruction	not to exceed $8,000
09/09/2026 11/04/2026 01/27/2027	4 full days	Tracy	Grades 6-12 Science Committee	1 PD provider	NGSS Instruction	not to exceed $8,000

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03/24/2027						
Planning Days: 9/21/2026 11/09/2026 01/25/2027 04/12/2027	4 sessions	Tracy	Grade-level collaboration support for elementary and secondary, and lesson study support	1 provider	NGSS Instruction	Not to exceed $8,000
8/26/2026 9/16/2026 10/14/2026 11/18/2026 1/13/2026 2/10/2026 3/3/2026 4/7/2026	8	Tracy	Instructional Leadership Team Support	1 provider	NGSS Instruction	Not to exceed $4,800
TBD	Up to 15 sessions	Tracy	Mini-Lesson Study or Coaching Day	2 providers	Lesson Study or Coaching Support NGSS/STEM pedagogy and lesson study facilitation	not to exceed $19,500
Total Cost						**$49,700**

II. TERMS OF AGREEMENT

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

III. COMPENSATION

a. Professional learning costs (which include preparation, travel, and materials).
   i. TUSD will pay SJCOE in the amount of $49,700 within thirty (30) days of receipt of the invoice from SJCOE.

IV. CHANGES TO THE MEMORANDUM

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

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

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

b. San Joaquin County Office of Education agrees to make no claim against TUSD for any vacation, sick leave, retirement benefits, social security, medical benefits,

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

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

DR

Katie Wipfli

Katie Wipfli, Div. Director of STEM Programs

05/29/2026

Date

TRACY UNIFIED SCHOOL DISTRICT

Tania Salinas, Associate Supt. of Business Services

Date

Anthony Flores

Anthony Flores, Div. Director of Operations

05/29/2026

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's STEM Division, 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 NGSS professional development for PK-12 teachers and Instructional Leadership Teams, provide computer science professional learning to to directly support the teaching of STEM, and provide lesson study facilitation and training.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Thirty seven (37) DAYS, under the terms of this agreement at the following location Tracy Unified School District

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

   a. District shall pay $49,700.00 per FLAT RATE, not to exceed a total of $49,700.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

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

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

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

7. Contractor shall contact the District's designee, Dean Reese at 209-830-3275 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:

Katie Wipfli
Contractor Signature 06/09/2026

Division Director, STEM, Workforce Development, Innovation
Title

Business Services Review Yes

Tracy Unified School District

Date

LCFF
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: June 3, 2026
SUBJECT: **Approve Agreement for Contract Services between Raptor Technologies Student Services Department for the 2026-2027 School Year**

BACKGROUND: The District is committed to maintaining safe and secure learning environments for all students, staff, and visitors. As part of its ongoing efforts to strengthen campus safety and emergency preparedness, the District seeks approval to contract for the implementation and use of the Raptor Technologies Visitor Management System. This system provides a standardized visitor check-in process across school sites, allowing schools to verify visitor identities, monitor campus access, maintain digital visitor records, and screen visitors against national databases of registered sex offenders and other security alerts.

RATIONALE: The use of Raptor Technologies supports the District's responsibility to provide safe school campuses while enhancing accountability, consistency, and efficiency in visitor management procedures. The system will improve the District's ability to track visitors during emergency situations, support compliance with school safety requirements, and provide staff with a reliable tool for managing campus access. Approval of this contract will strengthen existing safety protocols while maintaining a welcoming environment for families, volunteers, contractors, and community members visiting District schools.

FUNDING: The total cost for Raptor Technologies will not exceed $18,000. Services will be paid with Unrestricted General Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Raptor Technologies and Student Services Department for the 2026-2027 School Year.

Prepared by: Jason Noll, Director of Students Services.

RAPTOR TECHNOLOGIES

THE GOLD STANDARD IN SCHOOL SAFETY

PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT
EFFECTIVE DATE: 7/1/2026
INITIAL TERM: 36 months

This Purchase and Subscription Services Agreement (the "Subscription Agreement") is made effective as of the Effective Date set forth above and is by and between Raptor Technologies, LLC, its subsidiaries, or affiliated entities (collectively referred to as "Raptor"), having offices at 2900 North Loop W, Suite 900, Houston, Texas 77092, and Tracy Unified School District ("Customer") having offices at 1975 West Lowell Ave., Tracy, CA 95376. Each of Raptor and Customer are referred to as a "Party" and collectively as the "Parties.". Capitalized terms used in this Subscription Agreement but not otherwise defined in this Subscription Agreement have the meanings set forth in the General Terms (defined below). In consideration of the mutual covenants and conditions set forth below, Raptor and Customer agree as follows:
"Terms" means the subscription Agreement General Terms and Conditions, a copy of which can be found at
https://raptortech.com/Raptor_Technologies_General_Terms_and_Conditions.pdf
(the "General Terms") and the Subscription Agreement Service-Specific Terms and Conditions, a copy of which can be found at
https://raptortech.com/Raptor_Technologies_Service_Specific_Terms.pdf
Access Grant to Raptor Technology. Subject to Customer's compliance with the Agreement, Raptor grants to Customer a non-exclusive, non-transferable, non-sublicenseable, revocable right to access the Raptor Platform for the purpose of using the Raptor Technology purchased during the applicable Term purchased under this Subscription Agreement.
Fees. Customer will pay to Raptor the fees which may include the Annual Software Access Fee and Annual Subscription Services Fees ("Annual Subscription Fees ") and one-time purchases of equipment, supplies and services as set forth in the attached Quote and on an invoice during the Term. For an annual subscription billing during the Term, the Annual Subscription Fee may be increased from the previous annual period by the higher of the change in the CPI Index for the preceding 12 months or five percent (5%). This transaction is not a GSA Schedule sale unless otherwise specified in the Quote or on the invoice.
Payment Terms. Fees are due and payable within Net 30 days of Customer's receipt of the applicable Invoice. All amounts payable by Customer to Raptor hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Raptor. Customer will provide Raptor its state-issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional Taxes at any time, Customer and not Raptor will be solely responsible for payment of such additional Taxes and all costs associated with such assessment, including without limitation, interest, penalties, and attorney's fees. Customer will not withhold any Taxes from any amounts due Raptor. Should Customer be required under any applicable law or regulation, to withhold or deduct any portion of the payments due to Raptor hereunder, then the sum due to Raptor will be increased by the amount necessary to yield to Raptor an amount equal to the sum Raptor would have received had no withholdings or deductions been made.

Customer acknowledges and agrees that it has reviewed the Subscription Agreement, the Terms and all documents comprising the Agreement, prior to the execution of this subscription Agreement.

BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

RAPTOR TECHNOLOGIES, LLC	**Tracy Unified School District**
Signed: Melissa Pearson (Jun 3, 2026 14:18:40 PDT)	Signed:
Name: Melissa Pearson	Name:
Title: General Counsel	Title:
Date: Jun 3, 2026	Date:

RAPTOR TECHNOLOGIES

Quote #:	Q-118795-2
Effective Date:	7/1/2026
Date:	1/29/2026 9:38 AM
Expires On:	6/30/2026
Payment Terms:	Net 30
Federal Tax ID #:	45-4914152

To:
Tracy Unified School District
1975 West Lowell Ave.
Tracy, CA 95376
United States

From:
Tiffany Blume
tblume@raptortech.com

Subscription Term: 36 Months **Billing Frequency:** Annual

Raptor Recurring Costs

PRODUCT	DESCRIPTION	UNIT PRICE	QTY	TOTAL YEAR-1 PRICE
EventSafe	Raptor EventSafe Annual Per Site License.	USD 0.00	18	USD 0.00
RaptorLink	Annual Fee (per site license) for Student Information System Integration.	USD 165.00	18	USD 2,970.00
Tablet License	Raptor VisitorSafe Tablet License Annual Per Site. Requires an active subscription to VisitorSafe.	USD 299.00	18	USD 5,382.00
			Raptor Recurring Costs SUBTOTAL:	USD 8,352.00
			Raptor Recurring Costs TOTAL:	USD 8,352.00

SUBTOTAL:	USD 8,352.00
TOTAL:	USD 8,352.00

RECURRING COSTS IN THIS QUOTE: USD 8,352.00

Quote Notes:

TERMS AND CONDITIONS FOR NEW AND EXISTING CUSTOMERS:

By making a payment based on this Quote and/or submitting a Purchase Order for any products or services provided by Raptor Technologies, LLC (or any affiliate), the general terms available at https://raptortech.com/Raptor_Technologies_General_Terms_and_Conditions.pdf, including applicable additional terms linked or referenced therein (collectively, the "Terms"), shall apply to such products or services, unless: (a) the parties have otherwise entered into a separate agreement with terms applicable to the use of such products or services or (b) the parties are subject to a purchasing cooperative which includes terms applicable to the use and provision of such products and services. In the event of any doubt, the Terms shall govern. The Terms may be updated from time to time by Raptor.

You may sign electronically; or you may print, sign and scan all pages of the document and email to tblume@raptortech.com or fax to 713-880-2577.

Issuing a purchase order for payment? Please email to tblume@raptortech.com.

Remit check payments to: Dept. 141, P.O. Box 4458, Houston, TX 77210-4458.

For any other questions, email tblume@raptortech.com.

To order additional or replacement equipment and supplies with a credit card, visit http://www.shop.raptortech.com.

Tracy USD - TL 18

Final Audit Report 2026-06-03

Created:	2026-06-03
By:	Julian Simmons (julian.simmons@raptortech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvLyh2BtLsRoO5r2UxddywPGLt4KVYYz2

"Tracy USD - TL 18" History

Document created by Julian Simmons (julian.simmons@raptortech.com)
2026-06-03 - 8:33:41 PM GMT

Document emailed to Melissa Pearson (melissa.pearson@raptortech.com) for signature
2026-06-03 - 8:34:08 PM GMT

Email viewed by Melissa Pearson (melissa.pearson@raptortech.com)
2026-06-03 - 8:34:12 PM GMT

Document e-signed by Melissa Pearson (melissa.pearson@raptortech.com)
Signature Date: 2026-06-03 - 9:18:40 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

Agreement completed.
2026-06-03 - 9:18:40 PM GMT

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 3, 2026
SUBJECT: **Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Villalovoz Elementary School for the 2026-27 School Year**

BACKGROUND: The Boys and Girls Clubs of Tracy has been providing after school services in the community at school sites for over 20 years. Villalovoz Elementary School is identified as an area of need due to our low-income families. The Boys and Girls Club has been operating after school services at Villalovoz Elementary School for several years. Since the 2023-2024 school year, Villalovoz has partnered with Boys and Girls Club to provide structured activities and mentoring during lunch recess to decrease behavior issues. Due to the success of the program Villalovoz Elementary School staff would like to continue our association with the Boys and Girls Club at Villalovoz Elementary School as they provide after school services and services during lunch recess that the regular school program cannot, specifically academic tutoring, extracurricular reading programs and school wide sport participation.

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

FUNDING: Boys and Girls Club of Tracy will be paid $8446.00, funded through Title I funds.

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

PREPARED BY: Marji Baumann, Principal, Villalovoz Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties:

   Provide structured activities and mentoring programs for all students. Supplies for these programs are also needed. In addition to the afterschool program, the Boys and Girls Club will have 2 staff members providing structured activities during lunch recess (12:00 - 1:00) five days per week

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days per week 5 ( ) DAYS, under the terms of this agreement at the following location Villalovoz

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

   a. District shall pay $8,446.00 per FLAT RATE, not to exceed a total of $8,446.00. 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 08/01/2026, 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, Marji Baumann at 209-830-3331 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:

Tawnya Montoya
Contractor Signature 06/12/2026

Director of Finance
Title

Business Services Review Yes

Tracy Unified School District

Date

Title I
Funding Source

Villalovoz 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: June 3, 2026
SUBJECT: **Approve Agreement for Contract Services between San Joaquin County Office of Education and Villalovoz Elementary School for the 2026-27 School Year**

BACKGROUND: The SJCOE Mathematics department provides professional learning services for teachers, instructional leaders, and administrators. The department's mission is to promote high-quality mathematics instruction in San Joaquin County by providing professional learning in the California State Standards for Mathematics in the areas of curriculum, instruction, 21st century pedagogy, and assessment. Services include customized professional learning, on-site instructional coaching, lesson study, and the most up-to-date information on the state of mathematics education.

RATIONALE: The Common Core State Standards (CCSS) for Mathematics emphasize both number sense and mathematical fluency as essential foundations for student success. While number sense is not a specific standard, it is embedded throughout the standards and mathematical practices. SJCOE Math Department provides professional learning in the California State Standards for Mathematics in the areas of curriculum, instruction, 21st century pedagogy, and assessment. They will provide one (1) one-hour professional development session on August 10, 2026, and four (4) full day sessions on September 1, 2026, September 29, 2026, February 10, 2027, and April 22, 2027, to support number sense and mathematical fluency instruction with transitional kindergarten through fifth grade teachers. Each full training day will be followed by a full day of in-class coaching support. This aligns with Strategic Goal #1 of our SPSA to Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: San Joaquin County Office of Education will be paid $18,100 funded through Targeted (SES/EL/FY) 0709 funds

RECOMMENDATION: Approve Agreement for Contract Services between San Joaquin County Office of Education and Villalovoz Elementary School for the 2026-27 School Year.

PREPARED BY: Marji Baumann, Principal, Villalovoz Elementary School.

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
VILLALOVOZ ELEMENTARY SCHOOL

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

The two parties, SJCOE and Villalovoz, 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
August 10, 2026	Villalovoz	ERM at $1,300 per day	1	$1,300.00
September 1, 2026 September 29, 2026 February 10, 2027 April 22, 2027	Villalovoz	PD Training Days at $2,700 per day	4	$10,800.00
September 2, 2026 September 30, 2026 February 16, 2027 April 27, 2027	Villalovoz	In class support days at $1,500 per day	4	$6,000.00
Total Cost				**$18,100.00**

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

III. COMPENSATION
   a. Professional learning costs (which include preparation, travel, and materials).
      i. Villalovoz will pay SJCOE in the amount of $18,100.00 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 Villalovzo. Villalovoz 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 Villalovoz Elementary School 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

DR

Katie Wipfli

Katie Wipfli, Div. Director of STEM, WD&I

04/29/2026

Date

Anthony Flores

Anthony Flores, Div. Director of Operations

04/29/2026

Date

VILLALOVOZ ELEMENTARY SCHOOL

Tania Salinas, Associate Superintendent of Business Services

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:

   1 ERM whole staff Math Fluency and Number Sense training
   4 Full days Professional Development
   4 Full days in class coaching 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 1 ERM and 8 Full Days 9 ( ) DAYS, under the terms of this agreement at the following location Villalovoz.

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

   a. District shall pay $18,100.00 per FLAT RATE, not to exceed a total of $18,100.00. 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 08/10/2026, and shall terminate on 05/10/2027.

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, Marji Baumann at 209-830-3331 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:

Delgel Pabalan
Contractor Signature 06/08/2026

STEM Director
Title

Business Services Review Yes

Tracy Unified School District

Date

Targeted (SES/EL/FY) 0709
Funding Source

Villalovoz 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: June 3, 2026
SUBJECT: **Approve Agreement for Contract Services between Valley Community Counseling Villalovoz Elementary for the 2026-2027 School Year**

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

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. Villalovoz will contract with Valley Community Counseling to provide school-based mental health counseling for 1 additional school day in addition to services paid for by TUSD. This effort is in alignment with Strategic Goal #1 Tier 3 Intensive Support: 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 total cost for Valley Community Counseling services will not exceed $21,600. Services will be paid for using Title I funds.

RECOMMENDATION: Approve Agreement for Contract Services between Valley Community Counseling and Villalovoz Elementary School for the 2026-27 School Year.

Prepared by: Marji Baumann, Principal Villalovoz Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties:
   Provide school based mental health services 1 day per week in addition to the 4 days contracted by TUSD for the 2026-2027 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 1 day per week 270) HOURS , under the terms of this agreement at the following location Villalovoz Elementary

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 $ 21,600.00 . 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 08/01/2026, 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, Marji Baumann, at 209-830-3331 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

   b. Contractor WILL have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Stacie Clark, LMFT
Contractor Signature 06/09/2026

Deputy Director-VCCS
Title

Business Services Review Yes

Tracy Unified School District

Date

Title I
Funding Source

Villalovoz 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: June 3, 2026
SUBJECT: **Approve Master Contract for Non-Public School (NPS) Stockton Educational Center for the 2026-2027 School Year**

BACKGROUND: Board approval is requested to enter into a contract with Non-Public School Stockton Educational Center for the 2026–2027 school year. The District's Special Education Department seeks to contract with Stockton Educational Center to provide student placement and services pursuant to students' Individualized Education Programs (IEPs). Approval of this agreement is necessary to ensure continued compliance with the requirements outlined in each student's IEP.

RATIONALE: Districts are required to provide a continuum of special education services, including placement at Non-Public Schools when appropriate to meet students' individualized needs. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills necessary to pursue college and/or career opportunities; and District Strategic Goal #3: Utilize fiscal, operational, and community resources to maintain a safe and supportive learning environment that promotes student and staff success.

FUNDING: The total expenditure for this contract for the 2026-2027 school year is $2,150,000.00. The Special Education contract expenses are funded through 602 funding for Special education, budgeted in account 01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract with Non-Public School Stockton Educational Center for the 2026-2027 School Year.

Prepared by: Jason Davis, Director of Special Education

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 5, 2026
SUBJECT: **Approve Agreement for Contract Services Between 360 Degree Customer, Inc. and South/West Park Elementary School for the 2026-2027 School Year**

BACKGROUND: The mission of 360 Degree Customer, Inc. is to find and partner with an experienced pool of school professionals and help them find meaningful positions in school districts across the nation. Do you share a passion for making a difference to the next generation of students? Whether you are a teacher, instructional aide, or school nurse, we will work tirelessly to find the position which allows you to use the full range of your skills to inspire each child under your care. They provide behavior services, extensive social emotional counseling, and tutoring services. TUSD schools and 360 Degree Customer, Inc. began a partnership in providing behavior technicians and tutors to meet the increased social emotional needs and academic needs of students. 360 Degree Customer, Inc. offers campus support through tutoring and mentorship for all students on campus.

RATIONALE: The agency has behavior specialists who are bilingual and that represent our student population. The program has proven success impacting student behaviors. They will provide one tutor/behaviorist, 7 hours daily, for the 2026-2027 school year. 360 Degree Customer Inc. will place a behaviorist to provide behavior support, mentorship, restorative practices, counseling and tutoring for all students. They will assist in student success while overcoming academic challenges. This aligns with Strategic Goals #1 & #2 of our SPSA to prepare all students for college and career readiness and to provide a safe and equitable learning environment for all students and staff.

FUNDING: The cost, not to exceed $120,000.00, will be paid for through the California Community Schools Partnership Program (CCSPP) grant.

RECOMMENDATION: Approve Agreement for Contract Services Between 360 Degree Customer, Inc. and South/West Park Elementary School for the 2026-2027 School Year.

Prepared by: Juan Lopez, South/West Park Elementary 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 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 a Behaviorist 7 hours per day to assist and support student needs and their achievement in the classroom. The 360 Degree Customer In. behaviorist will provide behavior support, restorative practices, positive development of academic skills, confidence. and tutoring services as needed.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of one hundred eighty 180) DAYS , under the terms of this agreement at the following location South/West Park Elementary

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 $120,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

   c. District shall make payment on a 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 05/28/2027.

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, Juan Lopez, at 209-830-3335 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 mukhija
Contractor Signature 06/15/2026

Director
Title

Business Services Review Yes

Tracy Unified School District

Date

CCSPP Grant
Funding Source

South/West Park 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: June 5, 2026
SUBJECT: **Approve Agreement for Contract Services Between Parent Institute for Quality Education (PIQE) and South/West Park Elementary during 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: PIQE will provide its Signature Family Engagement Program for the parents/guardians of the children enrolled at South/West Park Elementary in person. Program educates, empowers, and inspires families to take an active role in their student's education while building community and a peer-to-peer network. Families are engaged in programming that encourages fostering a positive educational environment at home and at school to increase academic success. Providing PIQE at South/West Park Elementary will support site efforts to encourage parents to participate in their child's education and provide programs to develop a positive, supportive relationship with the school, home, community and to facilitate a partnership to support student achievement. This supports SWPE 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. In addition, the program would also meet SWPE Goal #2- Provide a safe and equitable learning environment for all students, by providing parent workshops.

FUNDING: The cost, not to exceed $12,500.00, and will be paid by A-G Improvement Grant Funds.

RECOMMENDATION: Approve Agreement for Contract Services Between Parent Institute for Quality Education (PIQE) and South/West Park Elementary during the 2026-2027 School Year.

Prepared by: Juan Lopez, Principal, South/West Park Elementary.

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 Parent Institute for Quality Education (PIQE), 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 workshops for the parents who have students enrolled at South/West Park Elementary. The Family Engagement Program educates, empowers, and inspires families to take an active role in their student's education while building community and a peer-to-peer network. The set of 8 (eight) workshops will take place in the fall semester of 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 8 weeks (X) [ ] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location South/West Park Elementary.

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

   a. District shall pay $ 12,000 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $ 12,000. 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 September 1, 2026, and shall terminate on December 18, 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, Juan Lopez at (209) 830.3335 or jlopez@tusd.net 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:



Executive Director

Contractor Signature — Title

33-0259359

IRS Identification Number

Executive director

Title

3641 Mitchell Road

Address

Ceres CA 95307

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

209-484-8404

Budget Approval

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: June 1, 2026
SUBJECT: **Approve Agreement for Contract Services Between SJCOE Early Literacy and Language Department and George Kelly Elementary School for the 2026-2027 School Year**

BACKGROUND: The school will partner with the San Joaquin County Office of Education (SJCOE) Early Literacy and Language Department to provide targeted professional learning for K–2 teachers through an observation, planning, and co teaching model. achievement.

RATIONALE: Early literacy instruction is foundational to reading, language development, and long-term academic success. This partnership with the San Joaquin County Office of Education Early Literacy and Language Department provides access to research-based practices and embedded support through observation, planning, and co-teaching. This series will focus on the foundations of effective, evidence-based instruction, including the Science of Reading Framework and the Scarborough's rope, to strengthen understanding and support student literacy.

FUNDING: The cost, not to exceed $9,500. This cost will be paid from George Kelly's Title 1 funds.

RECOMMENDATION: Approve Agreement for Contract Services Between SJCOE Early Literacy and Language Development Department, and George Kelly Elementary School for the 2026-2027 School Year.

Prepared by: Brittani Ryan, George Kelly Elementary School, Principal.

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
George Kelly Elementary School | Tracy Unified School District

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and George Kelly Elementary School, hereinafter referred to as "George Kelly," is to provide professional learning for the 2026-2027 school year focused on writing and literacy for 3rd-5th grade teachers.

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

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

Topic	# of PD Days	Total Cost
5 Professional Learning sessions (ERM: Mondays 2:15-3:30pm, Dates: 8/31, 9/21, 11/30, 1/25, 3/22) Focus: Writing and Literacy Instruction for 3rd - 5th grade teachers, articulation **5 sessions with prep = $1,900/session**	5	$9,500
Total Cost		**$9,500**

II. TERMS OF AGREEMENT
   a. This agreement will be in effect from August 3, 2026 - June 30, 2027

III. COMPENSATION
   a. Professional learning costs (which include preparation, travel, and materials).
      i. George Kelly will pay SJCOE Language & Literacy Department in the amount of $9,500 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

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

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 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 Operation

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: June 9, 2026
SUBJECT: **Approve Quote for Site License between Autonome and George and Evelyn Stein High School for the 2026-2027 School Year**

BACKGROUND: Autonome is a comprehensive Social-Emotional Learning (SEL) platform designed specifically for high school students and young adults. The program provides structured, evidence-based lessons that develop self-awareness, self-management, social awareness, relationship skills, and responsible decision-making. Implementation of Autonome directly supports Stein High School's 2026-2027 SPSA Equity Multiplier Goal 3.1 by strengthening student social-emotional wellness, engagement, and school connectedness. The curriculum will be utilized through Advisory/Vision classes, the Wellness Room, and targeted student support interventions to proactively address barriers to learning. By providing students with tools to build resilience, manage emotions, and develop positive relationships, Autonome supports both academic success and personal growth. The program also equips staff with ready-to-use resources that promote consistent delivery of social-emotional learning across the school community.

RATIONALE: Autonome is a comprehensive Social-Emotional Learning (SEL) platform designed specifically for high school students and young adults. The program provides structured, evidence-based lessons that develop self-awareness, self-management, social awareness, relationship skills, and responsible decision-making. Implementation of Autonome directly supports Stein High School's 2026-2027 SPSA Equity Multiplier Goal 3.1 by strengthening student social-emotional wellness, engagement, and school connectedness. The curriculum will be utilized through Advisory/Vision classes, the Wellness Room, and targeted student support interventions to proactively address barriers to learning.

FUNDING: The cost, not to exceed $3,000.00, will be paid from Equity Multiplier Funds as identified in the 2026-2027 School Plan for Student Achievement (SPSA).

RECOMMENDATION: Approve Quote for Site License between Autonome and George and Evelyn Stein High School for the 2026-2027 School Year.

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

Invoice

Invoice number WL78PJM7-0001
Date of issue June 9, 2026
Date due June 30, 2026

Autonome LLC
California 94158
United States
+1 408-829-2333
support@autonome101.com

Bill to
Traci Mitchell
Stein High School
650 W. 10th street
Tracy, California 95376
United States
+1 209-830-3395
tramitchell@tusd.net

Ship to
Traci Mitchell
Stein High School
650 W. 10th street
Tracy, California 95376
United States
+1 209-830-3395

$3,000.00 USD due June 30, 2026

Pay online

Description	Qty	Unit price (excl. tax)	Amount (excl. tax)
Autonome Premium Jul 1, 2026–Jun 30, 2027	1	$3,000.00	$3,000.00

Subtotal	$3,000.00
Customer is tax exempt	
Total	$3,000.00
Amount due	**$3,000.00 USD**

Autonome Premium includes:
- One (1) one (1) year license for the Stein High School school site location (additional locations require additional licenses).
- Unlimited access for staff to use Autonome Premium with an unlimited number of enrolled students at this location.
- Full access to the Autonome Premium curriculum, included lessons, surveys, and supplemental materials.

This invoice is governed by the Autonome LLC Terms of Service (https://www.autonome101.com/terms-and-conditions/), which shall rule provision of the Autonome Premium to Stein High School.

If paying by check, send check payable to "Autonome LLC" to:
Autonome LLC
c/o Jeremy Kenton
708 Long Bridge St #813
San Francisco, CA 94158

Name:_____

Signature:_____

Date:_____

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 10, 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
Boranian-Jackson, Alexandra Counselor	WHS	06/30/2026	Personal
Fishburn, Jonas Athletic Director	KHS	06/30/2026	Accepted Position
Murray, Diana Personnel Technician	HR	5/31/2026	Accepted Position

BACKGROUND:

CERTIFICATED RESIGNATION

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Bartholdi, Natalie Teacher	VES	06/22/2026	Personal
Gonzalez, Sharon Teacher	PCES	06/30/2026	Personal

BACKGROUND:

CERTIFICATED RETIREMENTS

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Angell, Cynthia Teacher	WMS	06/02/2026	Retirement

BACKGROUND:

CLASSIFIED RETIREMENTS

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Arellano, Arlene Bus Driver/Grounds/Custodian	MOT	6/19/2026 (Revised, original date 7/1/26)	Retirement

BACKGROUND:

CLASSIFIED RESIGNATION

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Fierros, Juan Utility Person III	MOT	5/31/2026	Personal
Lassiter, Linnea Para Educator I	PES	5/1/2026	Personal
Leonard, Danielle Para Educator I	BES/CES/VES	5/29/2026	Personal
Martinho, Jacob Special Education Para Educator	GKES	7/19/2026	Accepted Position
Nuno, Vanessa School Supervision Assistant	HES	7/30/2026	Accepted Position
Paterson, Brie-Anne Para Educator II	PCES	07/14/2026	Accepted Position
Rocha, Aisha School Supervision Assistant	CES	5/29/2026	Personal
Rodriguez, Maria Special Education Para Educator I	NES	5/29/2026	Personal

Solorio, Luis Groundskeeper I	MOT	5/31/2026	Personal
Truong, Rebecca Special Education Para Educator I	NES	7/3/2026	Personal
Wunch, Melissa School Supervision Assistant	HES	7/30/2026	Accepted Position

BACKGROUND: **COACH RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Stevers, Joclyn Swimming Assistant	WHS	6/4/26	Personal
Wallace, Pierre Varsity Football Assistant	WHS	6/2/26	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: June 10, 2026
SUBJECT: **Approve Classified, Certificated, and/or Management Employment**

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL

Murray, Diana

Coordinator of Human Resources (New)
Human Resources
Range LME 25, Step B - $440.65 per day
Fund: General

Arias, Nathalie

Community Family Services Advisor (New)
Student Services/DEC
Range LME 28, Step E - $551.34 per day
Fund: LREBG

Fishburn, Jonas

West High School
Assistant Principal (Replacement)
Range LME 54, Step C - $743.22 per day
Fund: General

BACKGROUND:

CERTIFICATED

Brooks, Cathleen

Wanda Hirsch Elementary School
5th Grade (Replacement)
Class VI, Step "B" 33 - $126,035.00
Fund: General - Unrestricted

Paterson, Brie-Anne	Central Elementary School 5th Grade (Replacement) Class I, Step "A" 1 - $65,038.00 Fund: General
Somasundaram, Sangeetha	Art Freiler Elementary School RSP TK-8 (Replacement) Class V, Step "A" 1 - $65,038.00 Fund: Special Education

BACKGROUND:

CLASSIFIED

Abadilla, Sharon	Health Technician/LVN (New) Health Services Range 50, Step E - $42.68 per hour Fund: Special Education
Condon, Ava	IEP Para Educator I (New) Jacobson School Range 30, Step A - $22.14 per hour Fund: Special Education
Grande, Elizabeth	School Site Business Manager (Replacement) Kimball High School Range 34, Step E - $29.32 per hour Fund: General
Guzman, Amanda	IEP Para Educator I (Replacement) George Kelly School Range 30, Step C - $24.26 per hour Fund: Special Education
Hanif Bailoor, Jihan	Bilingual Para Educator I (Replacement) Tracy Independent Study Charter School Range 24, Step B - $20.17 per hour Fund: Targeted SES
Hernandez Vargas, Saray	Health Technician/LVN (New) Health Services Range 50, Step E - $42.68 per hour Fund: General
Kaur, Rupinder	Para Educator/Hygiene Assistance (New) Villalovoz School Range 30, Step A - $22.14 per hour Fund: General

Landaverde-Solorzano, Zoila	Food Service Worker (Replacement) West High School Range 25, Step E - $23.74 per hour Fund: Child Nutrition – School Program
Lewis, Michelle	School Supervision Assistant (Replacement) George Kelly School Range 21, Step B - $18.86 per hour Fund: General Fund
Lopez, Anastasia	IEP Para Educator I (New) Art Freiler School Range 30, Step A - $22.14 per hour Fund: Special Education
Martinho, Jacob	Adult Education Paraprofessional II (Replacement) Tracy Adult School Range 30, Step E - $26.67 per hour Fund: Adult Education
Muthaiyan, Prabavathi	IEP Para Educator I (New) Bohn School Range 30, Step B - $23.19 per hour Fund: Special Education
Nuno, Vanessa	Para Educator/Hygiene Assistance (Replacement) Hirsch School Range 30, Step A - $22.14 per hour Fund: General
Ramdas, Harinee	Roving Para Educator II (New) Educational Services/DEC Range 34, Step D - $27.94 per hour Fund: General
Ruezga Oropeza, Janett	Food Service Worke (Replacement) Kimball High School Range 25, Step B - $20.69 per hour Fund: Child Nutrition – Food Program
Rumbaoa, Carmila	Health Technician/LVN (New) Health Services Range 50, Step E - $42.68 per hour Fund: Special Education

Sourivong, Brianna	Para Educator I (Replacement) Bohn School Range 24, Step D - $22.14 per hour Fund: 80% Title I 20% LCAP
Walton, Alexis	Food Service Worker (Replacement) Central Elementary School Range 25, Step B - $20.69 per hour Fund: Child Nutrition – School Program
Wunch, Melissa	Para Educator for Therapeutic Behavior (Replacement) Hirsch School Range 32, Step A - $23.19 per hour Fund: SPED Mental Health

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

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. of Human Resources
DATE: June 9, 2026
RE: **Approve Employment of 2026 Summer School Staff**

BACKGROUND: Applications for summer school were received from staff, and interviews were conducted for the 2026 summer school session. Assignments for the 2026 summer school session were made as shown on the attached pages. Additional staff will be added as needed and as selections are made.

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

RECOMMENDATION: Approve Employment of 2026 Summer School Staff.

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

SUMMER SCHOOL EMPLOYMENT 2026

Last	First	Emp ID	Dates	Hours	Rate	Position	Site	Approximate Total Salary
Reese	Dean	111539	06/03 - 07/10	7:45 - 1:15	Stipend	Acceleration Program Principal	Monte Vista Middle School	$6,500
Quintana	Antonio	104405	06/05 - 06/18	7:45 - 1:15	Stipend	High School Bridge Principal	Tracy High School	$4,000
Greene	Hannah	130743	06/05 - 06/18	7:45 - 1:15	Stipend	High School Bridge Principal	West High School	$4,000
Bowman	Amanda	101851	06/05 - 06/18	7:45 - 1:15	Stipend	High School Bridge Principal	Kimball High School	$4,000
Martin	Mauricio	123623	06/03 - 07/02	7:45 - 1:15	Stipend	Credit Recovery Principal	Tracy High School	$8,500
Strelka	Meagan	129988	06/03 - 07/02	7:45 - 1:15	Stipend	Credit Recovery Assistant Principal	Tracy High School	$7,500
Jacobs	April	130776	06/03 - 07/02	7:45 - 1:15	Stipend	Credit Recovery Assistant Principal	Tracy High School	$7,500
Gonzales	Tiffany	123490	06/03 - 07/02	7:45 - 1:15	Stipend	ESY Principal	Villa/Tracy High/TYAP	$7,000
Hawkins	Susan	129540	06/03 - 07/02	7:45 - 1:15	Stipend	K-8 Intervention Principal	North School	$7,000
Deol	Susana	117712	06/03 - 07/02	7:45 - 1:15	Stipend	K-8 Intervention Assistant Principal	North School	$6,000
Baker	Charlene	130043	06/03 - 07/02	7:45 - 1:15	Stipend	K-8 Intervention Assistant Principal	North School	$6,000
Lee	Annabelle	111186	06/03 - 07/02	7:45 - 1:15	Stipend	TISCS Principal	TISCS	$8,500
Mitchell	Traci	129667	06/02 - 07/10	7:45 - 1:15	Stipend	Barbering Acceleration Program	Stein Continuation High School	$8,500
Fernandez	Nancy	132612	06/03 - 07/02	7:45 - 1:15	Stipend	SLP	Villa/Tracy High/TYAP	$5,400
Butler	Shorei	130485	06/03 - 07/02	7:45 - 1:15	Stipend	Counselor	Tracy High School	$2,700
Speer	Kevin	130030	06/03 - 07/02	7:45 - 1:15	Stipend	Counselor	Tracy High School	$5,400
Clark	Kamara	130331	06/03 - 07/02	7:45 - 1:15	Stipend	Counselor	Tracy High School	$2,700
Edwards	Troy	130062	06/03 - 07/02	7:45 - 1:15	Stipend	Counselor	TISCS	$5,400
Herron	Nico	132956	06/02 - 07/10	7:45 - 1:45	$300.00	Certificated Teacher	Stein Continuation High School	$8,100
Coker	Lauren	131045	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Cordisco	Monica	119136	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Del Rosario	Laarnie	130901	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Gonzalez Gamez	Daniel	131664	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Hill	Randal	130199	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Hundal	Ajinderjit	117596	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Jamash	Homaira	130103	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Jensen	Cassidy	130787	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Jensen	Joshua	131017	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Landin	Jesus Hector	131797	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
LeBron	Erin	130685	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Lopez	Octavio	132564	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Mohammadi	Marwa	132302	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Moss	John	130764	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Nichols	Zackary	132182	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Pardoen	Jon	133004	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Patel	Avisha	131537	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Peltz	Theresa	24230	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Rawson	Marissa	131558	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Rizvi	Sara	129467	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Rodgers	Shauna	21044	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Rodriguez	Mario	116709	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Shelton	Nathaniel	131478	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Sundquist	Derek	131062	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Taylor	Rebecca	132533	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Towkaniuk	Damio	115419	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Varela	Deanna	131056	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Webb	Justine	119509	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Barragan	Maria	132581	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
De Castro	Sheryl	132151	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300

SUMMER SCHOOL EMPLOYMENT 2026

Gusman	Victoria	131354	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Mason	Dominique	131506	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Ramirez	Nancy	103394	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Sinquefield	Danielle	131744	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Caffese	Lisa	108614	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Garcia	Kellie	130446	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Gonzalez	Sally	130265	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Hackney	Tara	130628	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Harris-Massey	Shorikka	132108	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Hunt	Jason	131505	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Kaur	Monpreet	132011	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Neverson	Jazmyn	132492	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Nguyen	Nhu	131157	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Nicolaysen	Cassandra	103716	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
Ochoa	Vivian	132237	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Putt	Angela	130734	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
Rosales	San Juana	127758	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Ruiz Rocha	Thamara	131622	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Serrano	Victoria	130422	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Shimozono	Raney	131153	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Slichter	Melissa	129563	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Soto Vazquez	Sergio	132622	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Worden	Angela	130292	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Munger	Chris	128045	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	Kimball High School	$3,000
Yang	Jason	130290	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	Kimball High School	$3,000
Wing	Diana	104864	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$3,000
DeMarco	John	133344	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$3,000
Gomez-Zavala	Joshua	130905	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$3,000
Piña	Catalina	130294	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	West High School	$3,000
Morris	John	130777	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	West High School	$3,000
Kim	Susie	129358	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	West High School	$3,000
Aguirre	Jennifer	132329	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Alvarado	Salvador	130715	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Beaken	Christopher	111710	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Bennett	Sara	131539	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Borges	Sarah	129700	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Brown	Tamara	113335	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Brown	Athena (Tina)	100817	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Butler	Elizabeth	131862	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Carmen	Nicholas	130823	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Ceteras	Amy	111687	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Cook	Sarah	117331	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Crotts	Amy	111003	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Ervin	Ciara	132301	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Greer	Cindy	121422	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Hawkins	Catherine	123308	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Henderson	Jennifer	131503	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Hypolite	LaTasha	131507	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
James-Bryant	Alexandria	132234	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300

SUMMER SCHOOL EMPLOYMENT 2026

Klug	Victoria	111505	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Kovac	Ronald	129612	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Lopez	Carmen	133073	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Marquez	Sandra	109042	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Mathew	Anuja	130615	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Milano	Natalie	131853	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Morgan	Shadee	116676	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Nielsen	Heather	117531	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Reading	Karen	22221	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Rodrigues	Ana	131911	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Seierup	Monica	129598	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Shelton	Courtney	131491	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Tacdol	Jessica	129483	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Toepfer	Jill	17076	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Vazque Vigil	Gabriela	132627	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Wheeler	Rebecca	108632	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Winters	Ciara	132279	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Zuñiga	Claudia	129488	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Arroyo	Silvia	106605	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	South/West Park	$3,000
Coss	Monica	8730	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	South/West Park	$3,000
Faasisila	Danielle	106207	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	South/West Park	$3,000
Garcia	Leslie	108607	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	South/West Park	$3,000
Lopez Romo	Brenda	132755	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	South/West Park	$3,000
Silva	Aine	129828	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	South/West Park	$3,000
Villasenor perez	Maria	121314	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	South/West Park	$3,000
Elkins	Kimberly	131837	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
Engelman	Sandra	131318	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
Fry	Stephanie	106208	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
Jones	Rebecca	104252	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
McClelland	Mike	130048	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
McMaster	Sarah	133098	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
Muñoz	Esmeralda	113343	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
Ramiso	Maria Simone	131852	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
Vallotton	David	100234	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
Dituri	Donna	8780	06/03 - 07/10	7:45 - 1:15	$300	Certificated Teacher	Tracy Adult School	$7,800
Perez	Jaime	119496	06/03 - 07/10	7:45 - 1:15	$300	Certificated Teacher	Tracy Adult School	$7,800
Stiles	Wes	117119	06/03 - 07/10	7:45 - 1:15	$300	Certificated Teacher	Tracy Adult School	$7,800
Giambastini	Richard	9634	06/03 - 07/10	7:45 - 1:15	$300	Certificated Teacher	Tracy Adult School	$7,800
Benevides	Mindy	132982	06/03 - 07/10	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$7,800
Chaturvedi	Sangeeta	132988	06/03 - 07/10	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$7,800
DeGregori	Sheyenne	132973	06/03 - 07/10	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$7,800
Kaur	Baljinder	131845	06/03 - 07/10	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$7,800
Melite	Andrea	132582	06/03 - 07/10	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$7,800
Delgado	Diana	132837	6/2-6/30	7:45 - 1:15	$20.17	ESY Program - Bus Aide NPS	DEC	$ 1,916.15
Anderson	Jena	132043	6/2-6/30	7:45 - 1:15	$23.19	ESY Program - Bus Aide NPS	DEC	$ 2,203.05
Alcazar	Maria	129968	6/4-7/2	7:45 - 1:15	$32.21	Bus Driver	Transportation	$ 5,153.60
Anaya	Lorena	131921	6/4-7/2	7:45 - 1:15	$32.21	Bus Driver	Transportation	$ 5,153.60
Arias	Fernando	119906	6/4-7/10	7:45 - 1:15	$32.21	Bus Driver	Transportation	$ 6,442.00
Bernal	Lina	131857	6/4-7/2	7:45 - 1:15	$32.21	Bus Driver	Transportation	$ 5,153.60

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Brown	Deanna	133330	6/4-7/10	7:45 - 1:15	$30.71	Bus Driver	Transportation	$ 6,142.00
Carrillo	Brian	130408	6/4-7/10	7:45 - 1:15	$32.21	Bus Driver	Transportation	$ 6,442.00
Castillo	Willy	132451	6/4-7/2	7:45 - 1:15	$27.94	Bus Driver	Transportation	$ 4,470.40
Cerrillos	Rafael	131770	6/2-7/10	7:45 - 1:15	$32.21	Bus Driver	Transportation	$ 6,957.36
Flores	Arminda	131741	6/4-7/2	7:45 - 1:15	$32.21	Bus Driver	Transportation	$ 5,153.60
Gomes	Lisa	131475	6/4-6/26	7:45 - 1:15	$32.21	Bus Driver	Transportation	$ 4,122.88
Johnson	Scott	127067	6/2-7/10	7:45 - 1:15	$32.21	Bus Driver	Transportation	$ 7,215.04
Krahner	Carolyn	130848	6/4-7/2	7:45 - 1:15	$32.21	Bus Driver	Transportation	$ 5,153.60
Mendoza	Jonathan	130942	6/4-7/2	7:45 - 1:15	$32.21	Bus Driver	Transportation	$ 5,153.60
Smith	Michael	132129	6/2-6/30	7:45 - 1:15	$32.21	Bus Driver	Transportation	$ 5,153.60
Thakur	Sulakshana	129122	6/5-6/18	7:45 - 1:15	$23.19	High School Bridge - Para Educator I	Kimball High School	$ 1,159.50
Perez	Iztel	131644	6/3-7/2	7:45 - 1:15	$26.67	K-8 Intervention - K-8 Library Technician	North School	$ 3,080.39
Lopez-Ortiz	Brenda	131147	6/4-7/2	7:45 - 1:15	$23.19	EL Academy - Bilingual Para Educator I	North School	$ 2,319.00
Alcaraz	Galeana	132445	6/4-7/2	7:45 - 1:15	$20.17	EL Academy - Bilingual Para Educator I	North School	$ 2,017.00
Webster	Roxana	131471	6/4-7/2	7:45 - 1:15	$23.19	EL Academy - Bilingual Para Educator I	North School	$ 2,319.00
Gutierrez	Anabel	131929	6/4-7/2	7:45 - 1:15	$23.19	EL Academy - Bilingual Para Educator I	North School	$ 2,319.00
Galdamez	Mara	132548	6/5-7/2	7:45 - 1:15	$19.74	K- 8 Intervention - School Supervision Assistant	North School	$ 1,312.71
Garcia	Mariana	130431	6/5-7/2	7:45 - 1:15	$21.60	K- 8 Intervention - School Supervision Assistant	North School	$ 1,436.40
Kelly	Esther	126121	6/5-7/2	7:45 - 1:15	$21.60	K- 8 Intervention - School Supervision Assistant	North School	$ 1,436.40
Sanchez	Jessica	131361	6/8-7/2	7:45 - 1:15	$26.67	K-8 Intervention - Attendance Clerk	North School	$ 2,640.33
Martinez	Meriyiah	131677	6/3-7/2	7:45 - 1:15	$21.60	K-8 Intervention - Clerk Typist I	North School	$ 2,494.80
Costa	Michiko	131093	6/4-7/2	7:45 - 1:15	$23.19	K-8 Intervention - Para Educator I	North School	$ 2,319.00
Tran	Hien	132966	6/4-7/2	7:45 - 1:15	$20.17	K-8 Intervention - Para Educator I	North School	$ 2,017.00
Ballutay	Anna	131902	6/4-7/2	7:45 - 1:15	$23.19	K-8 Intervention - Para Educator I	North School	$ 2,319.00
Woodley	Athina	131769	6/4-7/2	7:45 - 1:15	$22.14	K-8 Intervention - Para Educator I	North School	$ 2,214.00
Lagunas	Perla	130898	6/4-7/2	7:45 - 1:15	$23.19	K-8 Intervention - Para Educator I	North School	$ 2,319.00
Tran	Hien	132966	6/4-7/2	7:45 - 1:15	$20.17	K-8 Intervention - Para Educator I	North School	$ 2,017.00
Rosas	Gloria	131773	6/4-7/2	7:45 - 1:15	$23.19	K-8 Intervention - Bilingual Para Educator I	North School	$ 2,319.00
Ruiz-Mendoza	Susana	131359	6/4-7/2	7:45 - 1:15	$23.19	K-8 Intervention - Bilingual Para Educator I	North School	$ 2,319.00
Picho	Elizabeth	132775	6/5-6/18	7:45 - 1:15	$23.19	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$ 1,043.55
Morelos	Marisol	120157	6/5-6/18	7:45 - 1:15	$23.19	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$ 1,043.55
Arce	Sandra	123422	6/5-6/18	7:45 - 1:15	$23.19	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$ 1,043.55
Tellez	Maria	132605	6/5-6/18	7:45 - 1:15	$22.14	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$ 996.30
Herrera	Marisol	132071	6/5-6/18	7:45 - 1:15	$22.14	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$ 996.30
Abad	Christina Mari	132084	6/5-6/18	7:45 - 1:15	$23.19	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$ 1,043.55
Jenner	Luz	132168	6/5-6/18	7:45 - 1:15	$23.19	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$ 1,043.55
Champman	Lourdes	130594	6/5-6/18	7:45 - 1:15	$23.19	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$ 1,043.55
Plascencia	Mia	132226	6/5-6/18	7:45 - 1:15	$21.15	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$ 951.75
Mendez	Jacinta	132030	6/5-6/18	7:45 - 1:15	$23.19	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$ 1,043.55
Mendez	Gretta	130836	6/5-6/18	7:45 - 1:15	$23.19	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$ 1,043.55
Vieira	Lisa	130476	6/4-7/2	7:45 - 1:15	$26.67	Adult Education Paraprofessional II	Tracy Adult School	$ 2,933.70
Beteta	Nelly	124615	6/4-7/2	7:45 - 1:15	$23.19	EL Academy - Bilingual Para Educator I	Tracy High School	$ 2,319.00
Govea	Yadira	132377	6/4-6/29	7:45 - 1:15	$21.15	EL Academy - Bilingual Para Educator I	Tracy High School	$ 1,797.75
Mora	Mariza	132153	6/3-7/2	7:45 - 1:15	$21.60	Credit Recovery - High School Clerk Typist I	Tracy High School	$ 2,494.80
Avalos	Sofia	130428	6/5-7/2	7:45 - 1:15	$ 24.26	Credit Recovery - High School Attendance Clerk	Tracy High School	$ 2,535.17
Mears	Pamela	129572	6/5-6/18	7:45 - 1:15	$23.19	High School Bridge - Para Educator I	Tracy High School	$ 1,159.50
Martinho	Alyssa	133200	6/2-7/2	7:45 - 1:15	$23.74	Credit Recovery - School Security Person	Tracy High School	$ 2,872.54
Resendiz	Vivian	131771	6/2-7/2	7:45 - 1:15	$26.08	Credit Recovery - School Security Person	Tracy High School	$ 3,155.68
Ghosh	Mili	132490	6/3-7/2	7:45 - 1:15	$23.19	9-12 TISCS - High School Attendance Clerk	Tracy Independent Study Charter School	$ 2,678.45

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Osorio	Rina	129495	6/4-7/2	7:45 - 1:15	$	27.94	ESY Para Educator II	TYAP/TISCS	$ 2,794.00
Wahidi	Najia	129373	6/4-7/2	7:45 - 1:15	$	27.94	ESY Para Educator II	TYAP/TISCS	$ 2,794.00
Aleman	Isabelle	132674	6/3-7/2	7:45 - 1:15		$23.19	ESY - K-8 Library Technician	Villalovoz Elementary School	$ 2,678.45
Nuno	Vanessa	133229	6/5-7/2	7:45 - 1:15		$18.00	ESY School Supervision Assistant	Villalovoz Elementary School	$ 1,197.00
Pacheco	Raquel	102596	6/5-7/2	7:45 - 1:15		$21.60	ESY School Supervision Assistant	Villalovoz Elementary School	$ 1,436.40
Samuels	Jody	131812	6/8-7/2	7:45 - 1:15		$26.67	ESY - Attendance Clerk	Villalovoz Elementary School	$ 2,640.33
Olson	Amanda	132749	6/3-7/2	7:45 - 1:15		$22.68	ESY - Clerk Typist I	Villalovoz Elementary School	$ 2,619.54
Robledo	Lisa	118935	6/4-7/2	7:45 - 1:15	$	26.67	ESY - IEP Para Educator I	Tracy High School	$ 2,667.00
Vatran	Rodica	129727	6/2-7/2	7:45 - 1:15	$	26.67	ESY Special Education Para Educator	Tracy High School	$ 2,667.00
Simas	Rickey	132375	6/2-7/2	7:45 - 1:15	$	25.47	ESY Special Education Para Educator	Tracy High School	$ 2,547.00
Reyes	Reina	131202	6/2-7/2	7:45 - 1:15	$	26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Mendoza	Milane	130433	6/2-7/2	7:45 - 1:15	$	26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Rios	Anthony	132502	6/2-7/2	7:45 - 1:15	$	23.19	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,319.00
Garcia	Gina	113558	6/2-7/2	7:45 - 1:15	$	26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Hernandez Pre	Elizabeth	132449	6/2-7/2	7:45 - 1:15	$	25.47	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,547.00
Hensley	Alfreda	107681	6/2-7/2	7:45 - 1:15	$	26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Vik	Marlene	117127	6/2-7/2	7:45 - 1:15	$	26.67	ESY Special Education Para Educator	Tracy High School	$ 2,667.00
Decker	Sophia	132575	6/2-7/2	7:45 - 1:15	$	24.26	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,426.00
Boone	Bonnie	132052	6/2-7/2	7:45 - 1:15	$	26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Juarez	Patricia	131253	6/2-7/2	7:45 - 1:15	$	26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Marino	Chiara	116112	6/2-7/2	7:45 - 1:15	$	26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Ramos-Guillen	Violeta	132518	6/2-7/2	7:45 - 1:15	$	23.19	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,319.00
Meyers	Elissa	131419	6/2-7/2	7:45 - 1:15	$	26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Arellano	Lidia	131824	6/2-7/2	7:45 - 1:15	$	26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Seymour	Vanessa	132597	6/2-7/2	7:45 - 1:15	$	25.47	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,547.00
Quintanilla	Nayeli	132790	6/2-7/2	7:45 - 1:15		$24.26	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,426.00
Cody	Jordan	133440	6/2-7/2	7:45 - 1:15		$22.14	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,214.00
Ying	Mei	130960	6/2-7/2	7:45 - 1:15		$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,133.60
Sekhon	Geet	132829	6/2-7/2	7:45 - 1:15		$25.47	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,547.00
Archer	Ian	133449	6/2-7/2	7:45 - 1:15		$25.47	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,547.00
Densmore	Nicole	132426	6/2-7/2	7:45 - 1:15		$25.47	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,547.00
Ruelas	Francisca	131725	6/2-7/2	7:45 - 1:15		$25.47	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,037.60
Roy Choudhury	Debashree	132211	6/4-7/2	7:45 - 1:15		$25.47	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,547.00
Ape	Michelle	121988	6/22-7/2	7:45 - 1:15		$26.67	ESY Special Education Para Educator, Roving	Villalovoz Elementary School	$ 1,200.15
Camacho-Sibri	Stephanie	133268	6/4-7/2	7:45 - 1:15		$25.47	ESY Special Education Para Educator, Roving	Villalovoz Elementary School	$ 2,547.00
Ramizi	Shakila	129999	6/4-7/2	7:45 - 1:15		$26.67	ESY - IEP Para Educator I	Villalovoz Elementary School	$ 2,667.00
Nair	Reshma	131801	6/4-7/2	7:45 - 1:15		$25.47	ESY - IEP Para Educator I	Villalovoz Elementary School	$ 2,547.00
Meza	Veronica	133324	6/4-7/2	7:45 - 1:15		$23.19	ESY - IEP Para Educator I	Tracy High School	$ 2,319.00
Vaiyapuri Sakt	Raksha	131740	6/2-7/2	7:45 - 1:15		$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Gutierrez	Erica	132874	6/4-7/2	7:45 - 1:15		$25.47	ESY - IEP Para Educator I	Tracy Independent Study Charter School	$ 2,547.00
Lewis	Lashante	132826	6/4-7/2	7:45 - 1:15		$26.67	ESY - IEP Para Educator I	Villalovoz Elementary School	$ 2,667.00
Skelton	Zeya	133444	6/4-7/2	7:45 - 1:15		$24.26	ESY - IEP Para Educator I	Villalovoz Elementary School	$ 2,426.00
Kuhlmann	Tina	133310	6/4-7/2	7:45 - 1:15		$22.14	ESY - IEP Para Educator I	Tracy Independent Study Charter School	$ 2,214.00
Solorzano	Melissa	133020	6/4-7/2	7:45 - 1:15		$26.67	ESY - IEP Para Educator I	Villalovoz Elementary School	$ 2,667.00
Dander	Liane	122031	6/4-7/2	7:45 - 1:15		$24.26	ESY - IEP Para Educator I	Tracy High School	$ 2,426.00
Castro Vazque	Ma Veronica	129557	6/4-7/2	7:45 - 1:15		$26.67	ESY - IEP Para Educator I	Tracy High School	$ 2,667.00
West	Terisa	130531	6/4-7/2	7:45 - 1:15		$26.67	ESY - IEP Para Educator I	Villalovoz Elementary School	$ 2,667.00
Kaur	Ranvir	132245	6/4-7/2	7:45 - 1:15		$24.26	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,426.00
Nelson	Jennifer	129973	6/4-7/2	7:45 - 1:15		$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00

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Kodela	Swapnika	132549	6/4-7/2	7:45 - 1:15	$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Romero	Leticia	131490	6/4-7/2	7:45 - 1:15	$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Toscano	Gloria	132729	6/4-7/2	7:45 - 1:15	$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,133.60
Adepu	Navaneetha	132902	6/4-7/2	7:45 - 1:15	$24.26	ESY Special Education Para Educator	Villalovoz Elementary School	$ 1,940.80
Dominguez-Del	Adriana	132417	6/4-7/2	7:45 - 1:15	$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,133.60
Soto	Jennifer	132073	6/4-7/2	7:45 - 1:15	$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,133.60
McElvogue	Marnie	133300	6/4-7/2	7:45 - 1:15	$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,133.60
Ali	Maryam	132919	6/4-7/2	7:45 - 1:15	$23.19	ESY Special Education Para Educator	Villalovoz Elementary School	$ 1,855.20
Rivera-Tibebu	Debbie	130009	6/4-7/2	7:45 - 1:15	$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,133.60
Vigil	Carmen	131325	6/4-7/2	7:45 - 1:15	$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,133.60
Ramirez	Darinka	132793	6/4-7/2	7:45 - 1:15	$25.47	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,037.60
Armat	Cherryl	129366	6/4-7/2	7:45 - 1:15	$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,133.60
Ortiz-Rosas	Elizabeth	131788	6/5-6/18	7:45 - 1:15	$23.19	High School Bridge - Para Educator I	West High School	$ 1,159.50
Grant	Marilyn	129927	6/8-7/2	7:45 - 1:15	$ 23.19	ESY Bus Aide - County ESY	DEC	$ 834.84
Gallardo	Brigette	132852	6/8-7/2	7:45 - 1:15	$ 21.15	ESY Bus Aide - TUSD ESY/COUNTY ESY	DEC	$ 1,237.28
Kammen	Michelle	191115	6/2-7/2	7:45 - 1:15	$27.33	Credit Recovery - School Security Person	Tracy High School	$ 3,306.93
Kardous	Kristin	130133	6/4-7/2	7:45 - 1:15	$ 24.26	ESY - IEP Para Educator I	Tracy High School	$ 2,426.00
Brew	Katie	133401	6/4-7/2	7:45 - 1:15	$ 26.67	ESY Special Education Para Educator	Tracy High School	$ 2,667.00
Mahfos	Sharie	133350	6/4-7/2	7:45 - 1:15	$26.67	ESY - IEP Para Educator I	Villalovoz Elementary School	$ 2,667.00
Carillo Vilchis	Araceli	132985	6/4-7/2	7:45 - 1:15	$ 23.19	ESY - IEP Para Educator I	Villalovoz Elementary School	$ 2,319.00
Serrano Correa	Guadalupe	131789	6/4-7/2	7:45 - 1:15	$ 26.67	ESY - IEP Para Educator I	Tracy High School	$ 2,667.00
Rathnakaramin	Mamatha	132869	6/4-7/2	7:45 - 1:15	$ 23.92	ESY - IEP Para Educator I	Villalovoz Elementary School	$ 2,391.90
Ramirez	Emily	133007	6/5-7/22	7:45 - 1:15	$ 19.27	ESY Bus Aide NPS	Transportation	$ 2,890.50
Torres	Rosemary	133412	6/4-7/2	7:45 - 1:15	$ 26.67	ESY - IEP Para Educator I	Tracy High School	$ 2,667.00
Arce	Paula	25076	06/02 - 07/10	7:45 - 1:15	$300	Guest Presenter for Summer Barbering Program	Stein Continuation High School	$1,200
Jett	Andrea	131103	6/4-7/2	7:45 - 1:15	$ 26.67	ESY - IEP Para Educator I	Tracy High School	$ 2,667.00
Truong	Rebecca	132707	6/4-7/2	7:45 - 1:15	$ 19.27	Para Educator I	North School	$ 1,927.00
								$1,183,223

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Last	First	Emp ID	Dates	Hours	Rate	Position	Site	Approximate Total Salary
Reese	Dean	111539	06/03 - 07/10	7:45 - 1:15	Stipend	Acceleration Program Principal	Monte Vista Middle School	$6,500
Quintana	Antonio	104405	06/05 - 06/18	7:45 - 1:15	Stipend	High School Bridge Principal	Tracy High School	$4,000
Greene	Hannah	130743	06/05 - 06/18	7:45 - 1:15	Stipend	High School Bridge Principal	West High School	$4,000
Bowman	Amanda	101851	06/05 - 06/18	7:45 - 1:15	Stipend	High School Bridge Principal	Kimball High School	$4,000
Martin	Mauricio	123623	06/03 - 07/02	7:45 - 1:15	Stipend	Credit Recovery Principal	Tracy High School	$8,500
Strelka	Meagan	129988	06/03 - 07/02	7:45 - 1:15	Stipend	Credit Recovery Assistant Principal	Tracy High School	$7,500
Jacobs	April	130776	06/03 - 07/02	7:45 - 1:15	Stipend	Credit Recovery Assistant Principal	Tracy High School	$7,500
Gonzales	Tiffany	123490	06/03 - 07/02	7:45 - 1:15	Stipend	ESY Principal	Villa/Tracy High/TYAP	$7,000
Hawkins	Susan	129540	06/03 - 07/02	7:45 - 1:15	Stipend	K-8 Intervention Principal	North School	$7,000
Deol	Susana	117712	06/03 - 07/02	7:45 - 1:15	Stipend	K-8 Intervention Assistant Principal	North School	$6,000
Baker	Charlene	130043	06/03 - 07/02	7:45 - 1:15	Stipend	K-8 Intervention Assistant Principal	North School	$6,000
Lee	Annabelle	111186	06/03 - 07/02	7:45 - 1:15	Stipend	TISCS Principal	TISCS	$8,500
Mitchell	Traci	129667	06/02 - 07/10	7:45 - 1:15	Stipend	Barbering Acceleration Program	Stein Continuation High School	$8,500
Fernandez	Nancy	132612	06/03 - 07/02	7:45 - 1:15	Stipend	SLP	Villa/Tracy High/TYAP	$5,400
Butler	Shorei	130485	06/03 - 07/02	7:45 - 1:15	Stipend	Counselor	Tracy High School	$2,700
Speer	Kevin	130030	06/03 - 07/02	7:45 - 1:15	Stipend	Counselor	Tracy High School	$5,400
Clark	Kamara	130331	06/03 - 07/02	7:45 - 1:15	Stipend	Counselor	Tracy High School	$2,700
Edwards	Troy	130062	06/03 - 07/02	7:45 - 1:15	Stipend	Counselor	TISCS	$5,400
Herron	Nico	132956	06/02 - 07/10	7:45 - 1:45	$300.00	Certificated Teacher	Stein Continuation High School	$8,100
Coker	Lauren	131045	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Cordisco	Monica	119136	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Del Rosario	Laarnie	130901	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Gonzalez Gamez	Daniel	131664	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Hill	Randal	130199	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Hundal	Ajinderjit	117596	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Jamash	Homaira	130103	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Jensen	Cassidy	130787	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Jensen	Joshua	131017	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Landin	Jesus Hector	131797	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
LeBron	Erin	130685	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Lopez	Octavio	132564	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Mohammadi	Marwa	132302	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Moss	John	130764	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Nichols	Zackary	132182	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Pardoen	Jon	133004	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Patel	Avisha	131537	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Peltz	Theresa	24230	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Rawson	Marissa	131558	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Rizvi	Sara	129467	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Rodgers	Shauna	21044	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Rodriguez	Mario	116709	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Shelton	Nathaniel	131478	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Sundquist	Derek	131062	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Taylor	Rebecca	132533	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Towkaniuk	Damio	115419	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Varela	Deanna	131056	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Webb	Justine	119509	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Barragan	Maria	132581	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300

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De Castro	Sheryl	132151	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Gusman	Victoria	131354	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Mason	Dominique	131506	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Ramirez	Nancy	103394	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Sinquefield	Danielle	131744	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Caffese	Lisa	108614	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Garcia	Kellie	130446	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Gonzalez	Sally	130265	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Hackney	Tara	130628	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Harris-Massey	Shorikka	132108	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Hunt	Jason	131505	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Kaur	Monpreet	132011	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Neverson	Jazmyn	132492	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Nguyen	Nhu	131157	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Nicolaysen	Cassandra	103716	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
Ochoa	Vivian	132237	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Putt	Angela	130734	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
Rosales	San Juana	127758	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Ruiz Rocha	Thamara	131622	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$6,300
Serrano	Victoria	130422	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Shimozono	Raney	131153	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Slichter	Melissa	129563	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Soto Vazquez	Sergio	132622	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Worden	Angela	130292	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	Villalovoz Elementary School	$6,300
Munger	Chris	128045	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	Kimball High School	$3,000
Yang	Jason	130290	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	Kimball High School	$3,000
Wing	Diana	104864	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$3,000
DeMarco	John	133344	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$3,000
Gomez-Zavala	Joshua	130905	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$3,000
Piña	Catalina	130294	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	West High School	$3,000
Morris	John	130777	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	West High School	$3,000
Kim	Susie	129358	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	West High School	$3,000
Aguirre	Jennifer	132329	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Alvarado	Salvador	130715	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Beaken	Christopher	111710	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Bennett	Sara	131539	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Borges	Sarah	129700	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Brown	Tamara	113335	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Brown	Athena (Tina)	100817	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Butler	Elizabeth	131862	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Carmen	Nicholas	130823	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Ceteras	Amy	111687	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Cook	Sarah	117331	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Crotts	Amy	111003	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Ervin	Ciara	132301	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Greer	Cindy	121422	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Hawkins	Catherine	123308	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Henderson	Jennifer	131503	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Hypolite	LaTasha	131507	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300

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James-Bryant	Alexandria	132234	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Klug	Victoria	111505	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Kovac	Ronald	129612	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Lopez	Carmen	133073	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Marquez	Sandra	109042	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Mathew	Anuja	130615	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Milano	Natalie	131853	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Morgan	Shadee	116676	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Nielsen	Heather	117531	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Reading	Karen	22221	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Rodrigues	Ana	131911	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Seierup	Monica	129598	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Shelton	Courtney	131491	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Tacdol	Jessica	129483	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Toepfer	Jill	17076	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Vazque Vigil	Gabriela	132627	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Wheeler	Rebecca	108632	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Winters	Ciara	132279	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Zuñiga	Claudia	129488	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	North School	$6,300
Arroyo	Silvia	106605	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	South/West Park	$3,000
Coss	Monica	8730	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	South/West Park	$3,000
Faasisila	Danielle	106207	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	South/West Park	$3,000
Garcia	Leslie	108607	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	South/West Park	$3,000
Lopez Romo	Brenda	132755	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	South/West Park	$3,000
Silva	Aine	129828	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	South/West Park	$3,000
Villasenor perez	Maria	121314	06/05 - 06/18	7:45 - 1:15	$300	Certificated Teacher	South/West Park	$3,000
Elkins	Kimberly	131837	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
Engelman	Sandra	131318	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
Fry	Stephanie	106208	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
Jones	Rebecca	104252	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
McClelland	Mike	130048	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
McMaster	Sarah	133098	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
Muñoz	Esmeralda	113343	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
Ramiso	Maria Simonet	131852	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
Vallotton	David	100234	06/03 - 07/02	7:45 - 1:15	$300	Certificated Teacher	TISCS	$6,300
Dituri	Donna	8780	06/03 - 07/10	7:45 - 1:15	$300	Certificated Teacher	Tracy Adult School	$7,800
Perez	Jaime	119496	06/03 - 07/10	7:45 - 1:15	$300	Certificated Teacher	Tracy Adult School	$7,800
Stiles	Wes	117119	06/03 - 07/10	7:45 - 1:15	$300	Certificated Teacher	Tracy Adult School	$7,800
Giambastini	Richard	9634	06/03 - 07/10	7:45 - 1:15	$300	Certificated Teacher	Tracy Adult School	$7,800
Benevides	Mindy	132982	06/03 - 07/10	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$7,800
Chaturvedi	Sangeeta	132988	06/03 - 07/10	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$7,800
DeGregori	Sheyenne	132973	06/03 - 07/10	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$7,800
Kaur	Baljinder	131845	06/03 - 07/10	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$7,800
Melite	Andrea	132582	06/03 - 07/10	7:45 - 1:15	$300	Certificated Teacher	Tracy High School	$7,800
Delgado	Diana	132837	6/2-6/30	7:45 - 1:15	$20.17	ESY Program - Bus Aide NPS	DEC	$ 1,916.15
Anderson	Jena	132043	6/2-6/30	7:45 - 1:15	$23.19	ESY Program - Bus Aide NPS	DEC	$ 2,203.05
Alcazar	Maria	129968	6/4-7/2	7:45 - 1:15	$32.21	Bus Driver	Transportation	$ 5,153.60
Anaya	Lorena	131921	6/4-7/2	7:45 - 1:15	$32.21	Bus Driver	Transportation	$ 5,153.60
Arias	Fernando	119906	6/4-7/10	7:45 - 1:15	$32.21	Bus Driver	Transportation	$ 6,442.00

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Bernal	Lina	131857	6/4-7/2	7:45 - 1:15	$32.21	Bus Driver	Transportation	$	5,153.60
Brown	Deanna	133330	6/4-7/10	7:45 - 1:15	$30.71	Bus Driver	Transportation	$	6,142.00
Carrillo	Brian	130408	6/4-7/10	7:45 - 1:15	$32.21	Bus Driver	Transportation	$	6,442.00
Castillo	Willy	132451	6/4-7/2	7:45 - 1:15	$27.94	Bus Driver	Transportation	$	4,470.40
Cerrillos	Rafael	131770	6/2-7/10	7:45 - 1:15	$32.21	Bus Driver	Transportation	$	6,957.36
Flores	Arminda	131741	6/4-7/2	7:45 - 1:15	$32.21	Bus Driver	Transportation	$	5,153.60
Gomes	Lisa	131475	6/4-6/26	7:45 - 1:15	$32.21	Bus Driver	Transportation	$	4,122.88
Johnson	Scott	127067	6/2-7/10	7:45 - 1:15	$32.21	Bus Driver	Transportation	$	7,215.04
Krahner	Carolyn	130848	6/4-7/2	7:45 - 1:15	$32.21	Bus Driver	Transportation	$	5,153.60
Mendoza	Jonathan	130942	6/4-7/2	7:45 - 1:15	$32.21	Bus Driver	Transportation	$	5,153.60
Smith	Michael	132129	6/2-6/30	7:45 - 1:15	$32.21	Bus Driver	Transportation	$	5,153.60
Thakur	Sulakshana	129122	6/5-6/18	7:45 - 1:15	$23.19	High School Bridge - Para Educator I	Kimball High School	$	1,159.50
Perez	Iztel	131644	6/3-7/2	7:45 - 1:15	$26.67	K-8 Intervention - K-8 Library Technician	North School	$	3,080.39
Lopez-Ortiz	Brenda	131147	6/4-7/2	7:45 - 1:15	$23.19	EL Academy - Bilingual Para Educator I	North School	$	2,319.00
Alcaraz	Galeana	132445	6/4-7/2	7:45 - 1:15	$20.17	EL Academy - Bilingual Para Educator I	North School	$	2,017.00
Webster	Roxana	131471	6/4-7/2	7:45 - 1:15	$23.19	EL Academy - Bilingual Para Educator I	North School	$	2,319.00
Gutierrez	Anabel	131929	6/4-7/2	7:45 - 1:15	$23.19	EL Academy - Bilingual Para Educator I	North School	$	2,319.00
Galdamez	Anabel	132548	6/5-7/2	7:45 - 1:15	$19.74	K- 8 Intervientión - School Supervision Assistant	North School	$	1,312.71
Garcia	Mariana	130431	6/5-7/2	7:45 - 1:15	$21.60	K- 8 Intervientión - School Supervision Assistant	North School	$	1,436.40
Kelly	Esther	126121	6/5-7/2	7:45 - 1:15	$21.60	K- 8 Intervientión - School Supervision Assistant	North School	$	1,436.40
Sanchez	Jessica	131361	6/8-7/2	7:45 - 1:15	$26.67	K-8 Intervention - Attendance Clerk	North School	$	2,640.33
Martinez	Meriyiah	131677	6/3-7/2	7:45 - 1:15	$21.60	K-8 Intervention - Clerk Typist I	North School	$	2,494.80
Costa	Michiko	131093	6/4-7/2	7:45 - 1:15	$23.19	K-8 Intervention - Para Educator I	North School	$	2,319.00
Tran	Hien	132966	6/4-7/2	7:45 - 1:15	$20.17	K-8 Intervention - Para Educator I	North School	$	2,017.00
Ballutay	Anna	131902	6/4-7/2	7:45 - 1:15	$23.19	K-8 Intervention - Para Educator I	North School	$	2,319.00
Woodley	Athina	131769	6/4-7/2	7:45 - 1:15	$22.14	K-8 Intervention - Para Educator I	North School	$	2,214.00
Lagunas	Perla	130898	6/4-7/2	7:45 - 1:15	$23.19	K-8 Intervention - Para Educator I	North School	$	2,319.00
Tran	Hien	132966	6/4-7/2	7:45 - 1:15	$20.17	K-8 Intervention - Para Educator I	North School	$	2,017.00
Rosas	Gloria	131773	6/4-7/2	7:45 - 1:15	$23.19	K-8 Intervention - Bilingual Para Educator I	North School	$	2,319.00
Ruiz-Mendoza	Susana	131359	6/4-7/2	7:45 - 1:15	$23.19	K-8 Intervention - Bilingual Para Educator I	North School	$	2,319.00
Picho	Elizabeth	132775	6/5-6/18	7:45 - 1:15	$23.19	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$	1,043.55
Morelos	Marisol	120157	6/5-6/18	7:45 - 1:15	$23.19	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$	1,043.55
Arce	Sandra	123422	6/5-6/18	7:45 - 1:15	$23.19	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$	1,043.55
Tellez	Maria	132605	6/5-6/18	7:45 - 1:15	$22.14	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$	996.30
Herrera	Marisol	132071	6/5-6/18	7:45 - 1:15	$22.14	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$	996.30
Abad	Christina Marie	132084	6/5-6/18	7:45 - 1:15	$23.19	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$	1,043.55
Jenner	Luz	132168	6/5-6/18	7:45 - 1:15	$23.19	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$	1,043.55
Champman	Lourdes	130594	6/5-6/18	7:45 - 1:15	$23.19	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$	1,043.55
Plascencia	Mia	132226	6/5-6/18	7:45 - 1:15	$21.15	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$	951.75
Mendez	Jacinta	132030	6/5-6/18	7:45 - 1:15	$23.19	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$	1,043.55
Mendez	Gretta	130836	6/5-6/18	7:45 - 1:15	$23.19	Kindergarten Bridge - Para Educator I	South/West Park Elementary	$	1,043.55
Vieira	Lisa	130476	6/4-7/2	7:45 - 1:15	$26.67	Adult Education Paraprofessional II	Tracy Adult School	$	2,933.70
Beteta	Nelly	124615	6/4-7/2	7:45 - 1:15	$23.19	EL Academy - Bilingual Para Educator I	Tracy High School	$	2,319.00
Govea	Yadira	132377	6/4-6/29	7:45 - 1:15	$21.15	EL Academy - Bilingual Para Educator I	Tracy High School	$	1,797.75
Mora	Mariza	132153	6/3-7/2	7:45 - 1:15	$21.60	Credit Recovery - High School Clerk Typist I	Tracy High School	$	2,494.80
Avalos	Sofia	130428	6/5-7/2	7:45 - 1:15	$ 24.26	Credit Recovery - High School Attendance Clerk	Tracy High School	$	2,535.17
Mears	Pamela	129572	6/5-6/18	7:45 - 1:15	$23.19	High School Bridge - Para Educator I	Tracy High School	$	1,159.50
Martinho	Alyssa	133200	6/2-7/2	7:45 - 1:15	$23.74	Credit Recovery - School Security Person	Tracy High School	$	2,872.54
Resendiz	Vivian	131771	6/2-7/2	7:45 - 1:15	$26.08	Credit Recovery - School Security Person	Tracy High School	$	3,155.68

SUMMER SCHOOL EMPLOYMENT 2026

Ghosh	Mili	132490	6/3-7/2	7:45 - 1:15	$23.19	9-12 TISCS - High School Attendance Clerk	Tracy Independent Study Charter School	$ 2,678.45
Osorio	Rina	129495	6/4-7/2	7:45 - 1:15	$ 27.94	ESY Para Educator II	TYAP/TISCS	$ 2,794.00
Wahidi	Najia	129373	6/4-7/2	7:45 - 1:15	$ 27.94	ESY Para Educator II	TYAP/TISCS	$ 2,794.00
Aleman	Isabelle	132674	6/3-7/2	7:45 - 1:15	$23.19	ESY - K-8 Library Technician	Villalovoz Elementary School	$ 2,678.45
Nuno	Vanessa	133229	6/5-7/2	7:45 - 1:15	$18.00	ESY School Supervision Assistant	Villalovoz Elementary School	$ 1,197.00
Pacheco	Raquel	102596	6/5-7/2	7:45 - 1:15	$21.60	ESY School Supervision Assistant	Villalovoz Elementary School	$ 1,436.40
Samuels	Jody	131812	6/8-7/2	7:45 - 1:15	$26.67	ESY - Attendance Clerk	Villalovoz Elementary School	$ 2,640.33
Olson	Amanda	132749	6/3-7/2	7:45 - 1:15	$22.68	ESY - Clerk Typist I	Villalovoz Elementary School	$ 2,619.54
Robledo	Lisa	118935	6/4-7/2	7:45 - 1:15	$ 26.67	ESY - IEP Para Educator I	Tracy High School	$ 2,667.00
Vatran	Rodica	129727	6/2-7/2	7:45 - 1:15	$ 26.67	ESY Special Education Para Educator	Tracy High School	$ 2,667.00
Simas	Rickey	132375	6/2-7/2	7:45 - 1:15	$ 25.47	ESY Special Education Para Educator	Tracy High School	$ 2,547.00
Reyes	Reina	131202	6/2-7/2	7:45 - 1:15	$ 26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Mendoza	Milane	130433	6/2-7/2	7:45 - 1:15	$ 26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Rios	Anthony	132502	6/2-7/2	7:45 - 1:15	$ 23.19	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,319.00
Garcia	Gina	113558	6/2-7/2	7:45 - 1:15	$ 26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Hernandez Pre	Elizabeth	132449	6/2-7/2	7:45 - 1:15	$ 25.47	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,547.00
Hensley	Alfreda	107681	6/2-7/2	7:45 - 1:15	$ 26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Vik	Marlene	117127	6/2-7/2	7:45 - 1:15	$ 26.67	ESY Special Education Para Educator	Tracy High School	$ 2,667.00
Decker	Sophia	132575	6/2-7/2	7:45 - 1:15	$ 24.26	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,426.00
Boone	Bonnie	132052	6/2-7/2	7:45 - 1:15	$ 26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Juarez	Patricia	131253	6/2-7/2	7:45 - 1:15	$ 26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Marino	Chiara	116112	6/2-7/2	7:45 - 1:15	$ 26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Ramos-Guillen	Violeta	132518	6/2-7/2	7:45 - 1:15	$ 23.19	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,319.00
Meyers	Elissa	131419	6/2-7/2	7:45 - 1:15	$ 26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Arellano	Lidia	131824	6/2-7/2	7:45 - 1:15	$ 26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Seymour	Vanessa	132597	6/2-7/2	7:45 - 1:15	$ 25.47	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,547.00
Quintanilla	Nayeli	132790	6/2-7/2	7:45 - 1:15	$24.26	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,426.00
Cody	Jordan	133440	6/2-7/2	7:45 - 1:15	$22.14	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,214.00
Ying	Mei	130960	6/2-7/2	7:45 - 1:15	$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,133.60
Sekhon	Geet	132829	6/2-7/2	7:45 - 1:15	$25.47	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,547.00
Archer	Ian	133449	6/2-7/2	7:45 - 1:15	$25.47	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,547.00
Densmore	Nicole	132426	6/2-7/2	7:45 - 1:15	$25.47	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,547.00
Ruelas	Francisca	131725	6/2-7/2	7:45 - 1:15	$25.47	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,037.60
Roy Choudhury	Debashree	132211	6/4-7/2	7:45 - 1:15	$25.47	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,547.00
Ape	Michelle	121988	6/22-7/2	7:45 - 1:15	$26.67	ESY Special Education Para Educator, Roving	Villalovoz Elementary School	$ 1,200.15
Camacho-Sibri	Stephanie	133268	6/4-7/2	7:45 - 1:15	$25.47	ESY Special Education Para Educator, Roving	Villalovoz Elementary School	$ 2,547.00
Ramizi	Shakila	129999	6/4-7/2	7:45 - 1:15	$26.67	ESY - IEP Para Educator I	Villalovoz Elementary School	$ 2,667.00
Nair	Reshma	131801	6/4-7/2	7:45 - 1:15	$25.47	ESY - IEP Para Educator I	Villalovoz Elementary School	$ 2,547.00
Meza	Veronica	133324	6/4-7/2	7:45 - 1:15	$23.19	ESY - IEP Para Educator I	Tracy High School	$ 2,319.00
Vaiyapuri Sakt	Raksha	131740	6/2-7/2	7:45 - 1:15	$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Gutierrez	Erica	132874	6/4-7/2	7:45 - 1:15	$25.47	ESY - IEP Para Educator I	Tracy Independent Study Charter School	$ 2,547.00
Lewis	Lashante	132826	6/4-7/2	7:45 - 1:15	$26.67	ESY - IEP Para Educator I	Villalovoz Elementary School	$ 2,667.00
Skelton	Zeya	133444	6/4-7/2	7:45 - 1:15	$24.26	ESY - IEP Para Educator I	Villalovoz Elementary School	$ 2,426.00
Kuhlmann	Tina	133310	6/4-7/2	7:45 - 1:15	$22.14	ESY - IEP Para Educator I	Tracy Independent Study Charter School	$ 2,214.00
Solorzano	Melissa	133020	6/4-7/2	7:45 - 1:15	$26.67	ESY - IEP Para Educator I	Villalovoz Elementary School	$ 2,667.00
Dander	Liane	122031	6/4-7/2	7:45 - 1:15	$24.26	ESY - IEP Para Educator I	Tracy High School	$ 2,426.00
Castro Vazque	Ma Veronica	129557	6/4-7/2	7:45 - 1:15	$26.67	ESY - IEP Para Educator I	Tracy High School	$ 2,667.00
West	Terisa	130531	6/4-7/2	7:45 - 1:15	$26.67	ESY - IEP Para Educator I	Villalovoz Elementary School	$ 2,667.00
Kaur	Ranvir	132245	6/4-7/2	7:45 - 1:15	$24.26	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,426.00

SUMMER SCHOOL EMPLOYMENT 2026

Nelson	Jennifer	129973	6/4-7/2	7:45 - 1:15		$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Kodela	Swapnika	132549	6/4-7/2	7:45 - 1:15		$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Romero	Leticia	131490	6/4-7/2	7:45 - 1:15		$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,667.00
Toscano	Gloria	132729	6/4-7/2	7:45 - 1:15		$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,133.60
Adepu	Navaneetha	132902	6/4-7/2	7:45 - 1:15		$24.26	ESY Special Education Para Educator	Villalovoz Elementary School	$ 1,940.80
Dominguez-Del	Adriana	132417	6/4-7/2	7:45 - 1:15		$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,133.60
Soto	Jennifer	132073	6/4-7/2	7:45 - 1:15		$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,133.60
McElvogue	Marnie	133300	6/4-7/2	7:45 - 1:15		$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,133.60
Ali	Maryam	132919	6/4-7/2	7:45 - 1:15		$23.19	ESY Special Education Para Educator	Villalovoz Elementary School	$ 1,855.20
Rivera-Tibebu	Debbie	130009	6/4-7/2	7:45 - 1:15		$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,133.60
Vigil	Carmen	131325	6/4-7/2	7:45 - 1:15		$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,133.60
Ramirez	Darinka	132793	6/4-7/2	7:45 - 1:15		$25.47	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,037.60
Armat	Cherryl	129366	6/4-7/2	7:45 - 1:15		$26.67	ESY Special Education Para Educator	Villalovoz Elementary School	$ 2,133.60
Ortiz-Rosas	Elizabeth	131788	6/5-6/18	7:45 - 1:15		$23.19	High School Bridge - Para Educator I	West High School	$ 1,159.50
Grant	Marilyn	129927	6/8-7/2	7:45 - 1:15	$	23.19	ESY Bus Aide - County ESY	DEC	$ 834.84
Gallardo	Brigette	132852	6/8-7/2	7:45 - 1:15	$	21.15	ESY Bus Aide - TUSD ESY/COUNTY ESY	DEC	$ 1,237.28
Kammen	Michelle	191115	6/2-7/2	7:45 - 1:15		$27.33	Credit Recovery - School Security Person	Tracy High School	$ 3,306.93
Kardous	Kristin	130133	6/4-7/2	7:45 - 1:15	$	24.26	ESY - IEP Para Educator I	Tracy High School	$ 2,426.00
Brew	Katie	133401	6/4-7/2	7:45 - 1:15	$	26.67	ESY Special Education Para Educator	Tracy High School	$ 2,667.00
Mahfos	Sharie	133350	6/4-7/2	7:45 - 1:15		$26.67	ESY - IEP Para Educator I	Villalovoz Elementary School	$ 2,667.00
Carillo Vilchis	Araceli	132985	6/4-7/2	7:45 - 1:15	$	23.19	ESY - IEP Para Educator I	Villalovoz Elementary School	$ 2,319.00
Serrano Correa	Guadalupe	131789	6/4-7/2	7:45 - 1:15	$	26.67	ESY - IEP Para Educator I	Tracy High School	$ 2,667.00
Rathnakaramin	Mamatha	132869	6/4-7/2	7:45 - 1:15	$	23.92	ESY - IEP Para Educator I	Villalovoz Elementary School	$ 2,391.90
Rathnakaramin	Mamatha	132869	6/4-7/2	7:45 - 1:15	$	23.92	ESY - IEP Para Educator I	Villalovoz Elementary School	$ 2,391.90
Torres	Rosemary	133412	6/4-7/2	7:45 - 1:15	$	26.67	ESY - IEP Para Educator I	Tracy High School	$ 2,667.00
Arce	Paula	25076	06/02 - 07/10	7:45 - 1:15		$300	Guest Presenter for Summer Barbering Program	Stein Continuation High School	$1,200
Jett	Andrea	131103	6/4-7/2	7:45 - 1:15	$	26.67	ESY - IEP Para Educator I	Tracy High School	$ 2,667.00
Truong	Rebecca	132707	6/4-7/2	7:45 - 1:15	$	19.27	Para Educator I	North School	$ 1,927.00
DeBravo	Llanet	130775	6/1-7/10	6:30 - 2:30	$	25.47	Food Service Worker II	Williams Middle School	$ 5,348.70
Saragoza	Sandra	120150	6/1-7/10	7:00 - 2:30	$	25.47	Food Service Worker II	Williams Middle School	$ 4,992.12
Bravo	Monica	132112	6/5-7/2	7:00 - 2:30	$	23.74	Food Service Worker I	Williams Middle School	$ 3,157.42
Ruiz De Fuentes	Isabel	122394	6/5-7/2	7:30 - 2:00	$	23.74	Food Service Worker I	Williams Middle School	$ 2,706.36
Zermeno	Cecilia	131975	6/5-7/2	7:30 - 1:30	$	23.74	Food Service Worker I	Williams Middle School	$ 2,480.83
Lombardo	Maria	131743	6/5-7/2	7:30 -1:30	$	21.60	Food Service Worker I	Williams Middle School	$ 2,257.20
Leiske	Leeya	130225	6/5-7/10	6:30-1:30	$	23.74	Food Service Worker I	Tracy High School	$ 4,273.20
Acosta	Faith	131285	6/5-7/10	6:30-1:30	$	23.74	Food Service Worker I	Tracy High School	$ 3,703.44
Zamora	Sonia	128794	6/5-7/2	7:00-1:30	$	23.74	Food Service Worker I	Tracy High School	$ 2,706.36
Salvador	Irma	132759	6/5-7/2	10:15-1:15	$	20.69	Food Service Worker I	Tracy High School	$ 1,179.33
Davalos	Graciela	132754	6/5-7/2	10:15-1:15	$	23.74	Food Service Worker I	Tracy High School	$ 1,353.18
Herrera de Portillo	Luisa	133290	6/5-7/2	10:15-1:15	$	23.74	Food Service Worker I	Tracy High School	$ 1,353.18
Reyes	Lourdes	124202	6/5-7/10	7:00-1:00	$	23.74	Food Service Worker I	South/West Park Elementary	$ 3,133.68
De La Rosa	Juana	131199	6/5-7/10	7:00-1:00	$	23.74	Food Service Worker I	South/West Park Elementary	$ 3,133.68
Figueroa	Patricia	130246	6/8-7/2	10:00-1:00	$	23.74	Food Service Worker I	South/West Park Elementary	$ 1,281.96
Tiscareno	Victoria	132273	6/8-7/2	10:00-1:00	$	21.60	Food Service Worker I	South/West Park Elementary	$ 1,166.40
Castelhano	Janet	117583	6/5-7/10	7:00-1:00	$	23.74	Food Service Worker I	McKinley Elementary School	$ 3,133.68
Gardea	Julia	131858	6/5-7/10	7:00-1:00	$	23.74	Food Service Worker I	McKinley Elementary School	$ 3,133.68
Bautista	Ana	132949	6/8-7/2	10:00-1:00	$	20.69	Food Service Worker I	McKinley Elementary School	$ 1,117.26

SUMMER SCHOOL EMPLOYMENT 2026

Selia Plares	Selia	124194	6/5-7/10	7:00-1:00	$	23.74	Food Service Worker I	Jacobson Elementary School	$ 3,133.68
Shahla Rahmatullah	Shahla	132656	6/5-7/10	7:00-1:00	$	19.74	Food Service Worker I	Jacobson Elementary School	$ 2,605.68
Patricia Siegel	Patricia	132372	6/5-7/10	7:30-1:00	$	21.60	Food Service Worker I	Central Elementary	$ 2,592.00
Kari Hasch	Kari	132792	6/5-7/10	7:30-1:00	$	22.68	Food Service Worker I	Central Elementary	$ 2,721.60
Mora	Nery	131217	6/5-7/10	10:00-1:00	$	23.74	Food Service Worker I	Central Elementary	$ 1,709.28
Nguyen	David	131816	6/5-7/10	7:00-1:00	$	23.74	Food Service Worker I	West High School	$ 3,133.68
Contreras	Erika	131125	6/5-7/10	7:00-1:00	$	23.74	Food Service Worker I	West High School	$ 3,133.68
Bachelder	Monique	131555	6/5-7/10	7:00-1:00	$	23.74	Food Service Worker I	West High School	$ 3,133.68
Vogel	Maria	113642	6/5-7/2	7:00-1:00	$	23.74	Food Service Worker I	North School	$ 2,480.83
Standefer	Jessica	131950	6/5-7/2	7:00-1:00	$	23.74	Food Service Worker I	North School	$ 2,480.83
Seyller	Romelia	132448	6/5-7/2	7:00-1:00	$	21.60	Food Service Worker I	North School	$ 2,257.20
Ibanez Ochoa	Cecelia	132703	6/5-7/2	10:00-1:00	$	21.60	Food Service Worker I	North School	$ 1,231.20
Quintero	Veronica	132121	6/5-7/2	7:00-1:00	$	21.60	Food Service Worker I	Villalovoz Elementary School	$ 2,257.20
De Anda	Dulce	132212	6/5-7/2	7:00-1:00	$	23.74	Food Service Worker I	Villalovoz Elementary School	$ 2,480.83
Bernetich	Martha	133258	6/5-7/2	10:00-1:00	$	23.74	Food Service Worker I	Villalovoz Elementary School	$ 1,353.18
Clark	Suzanne	129720	6/8-6/18	7:00-8:30 &	$	23.74	Food Service Worker I	Kimball High School	$ 854.64
									$ 1,271,895.00

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 1, 2026
RE: **Approve Admin Program Agreement with High Tech High**

BACKGROUND: Tracy Unified School District currently accepts students who are enrolled in various credential programs through several colleges and universities. An agreement between High Tech High Graduate School of Education and Tracy Unified School District will aid the district in increasing the number of candidates that are available for administrative positions and expand options for meeting staffing needs. This agreement will be effective starting June 24, 2026 through June 24, 2030.

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

FUNDING: No Fiscal Impact

RECOMMENDATION: Approve Admin Program Agreement with High Tech High.

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

Graduate School of EDUCATION

MOU AGREEMENT BETWEEN
Tracy Unified School District
AND
HIGH TECH HIGH GRADUATE SCHOOL OF EDUCATION
REGARDING PRELIMINARY ADMINISTRATIVE SERVICES CREDENTIAL PROGRAM

This agreement ("Agreement") is entered into by and between Tracy Unified School District, 1875 W. Lowell Ave, Tracy, California 95376, (hereinafter referred to as DISTRICT) and High Tech High Graduate School of Education, 2150 Cushing Road, San Diego, California 92106, (hereinafter referred to as "HTH GSE"). HTH and HTH GSE are sometimes referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, HTH GSE is an accredited university level graduate school offering a CA Preliminary Administrative Services Credential "PASC" (with an option to earn a Master's degree in Educational Leadership); and

WHEREAS, HTH GSE's educational program includes both a traditional academic program and fieldwork and clinical practice within a K-12 public school); and

WHEREAS, HTH GSE provides a high quality, innovative PASC program grounded in HTH GSE institutional and program learning outcomes, California Administrator Performance Expectations (CAPEs), and input from HTH leadership on local needs;

WHEREAS, HTH wishes to support candidates enrolled in HTH GSE's PASC program to pursue authentic leadership development through clinical practice experiences at a DISTRICT school and participate in leadership professional learning and support offered by DISTRICT, pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the recitals, mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement agree as follows:

TERM

A. Effective Date. The effective date of this Agreement shall be June 24, 2026 ("Effective Date").

B. Term. This Agreement shall begin on the Effective Date stated above and shall remain in effect for four (4) years through June 24, 2030, unless terminated pursuant to Section X. If this Agreement is not terminated pursuant to Section X, the Agreement shall continue from year to year, unless either party

to the Agreement gives written notice to the other of a desire to change, amend, modify or terminate the Agreement, at least sixty (60) days prior to the end of the existing term.

II. RESPONSIBILITIES OF HTH GSE

HTH GSE shall perform the following services:

A. Implement CTC-approved program for PASC (and WSCUC-approved program for the M.Ed. in Educational Leadership), including fieldwork and clinical practice learning experiences to support leadership development in a variety of diverse settings.

B. Provide instruction, coaching and support for candidates within the scope of the PASC program design.

C. Collaborate with HTH to identify and recruit aspiring and current leaders to apply to PASC, with a focus on diversifying the workforce.

D. Engage in continuous improvement work to address the needs and development of the PASC program implementation, including communication, monitoring, and evaluation in partnership with HTH.

III. RESPONSIBILITIES OF DISTRICT

DISTRICT shall provide the following in relation to HTH GSE PASC candidate opportunities:

A. Acknowledge the participation in the PASC program of candidates employed by DISTRICT.

B. Acknowledge the participation in the PASC program of full-time HTH GSE candidates enrolled in both the PASC program and M.Ed. in Educational Leadership.

C. Support candidates' pursuit of fieldwork and clinical practice experiences and professional growth in a variety of diverse educational settings.

D. Allow appropriate access to leadership experiences that will allow candidates to complete their coursework and three calAPA cycles.

E. Support California Administrator Performance Assessment "calAPA" video requirements:

- Candidates must be allowed to videotape interactions with faculty, staff, and pk-12 students that are related to calAPA requirements.
- Candidates must ensure that they have school/district media release forms signed and on file from all individuals recorded, as applicable to LEA articulated policies.
- Candidates must follow all applicable video recording policies described in calAPA cycle guidance.

F. Engage in continuous improvement work to address the needs and development of the PASC program implementation, including communication, monitoring, and evaluation in partnership with HTH GSE.

G. Candidate Interaction with Students
Candidates enrolled in the HTH GSE PASC program may have limited interaction with PK–12 students as part of leadership fieldwork activities, including observation, leadership projects, or program assessment requirements such as the California Administrator Performance Assessment (calAPA). Such interaction may occur in person or virtually and will occur under the supervision and policies of the DISTRICT.

All candidates will comply with applicable DISTRICT policies regarding student privacy, media releases, FERPA compliance, and background clearance requirements.

DISTRICT personnel retain primary responsibility for the supervision and safety of PK-12 students at all times.

H. Candidate Clearance Requirements
Candidates participating in fieldwork under this Agreement shall comply with all applicable DISTRICT policies and legal requirements related to working in school settings, including background checks, fingerprinting, tuberculosis clearance, mandated reporter training, and other safety requirements, as applicable. Candidates who are employees of the DISTRICT shall be deemed to have satisfied such requirements through their employment with the DISTRICT.

IV. CONFIDENTIALITY OF STUDENT DATA

HTH GSE agrees to comply with the Family Educational Rights and Privacy act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education and HTH to the end that the rights and privacy of the students enrolled in DISTRICT , and of their parents are not violated or infringed. This assurance is given by HTH GSE to allow candidates the opportunity to fulfill the terms of their program, and to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations with HTH. Candidates shall sign Non-Disclosure Agreements clarifying obligations under FERPA and other privacy laws. FERPA's provisions include, but are not limited to ensuring that:

A. No identification of students or their parents(s)/guardians(s) by persons other than representatives of DISTRICT and required persons performing activities mandated by the California Department of Education {i.e., auditors) is permitted.

B. Copies of any individual student data obtained by the candidate will be destroyed when no longer needed for the purpose(s) for which they were obtained.

C. No access to individual student data shall be granted by DISTRICT to any other person, persons, agency or organization without the written consent of the pupil's parent/guardian, except for sharing with HTH employees, so long as those persons have a legitimate interest in the information.

D. HTH GSE recognizes and agrees that candidates access to DISTRICT student information will be extended on a limited basis and in reliance on representations made in this assurance, and that DISTRICT shall have the right to enforcement of this assurance, or revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by HTH GSE and/or any candidates. This assurance is binding on HTH GSE and such persons as may be employed by HTH GSE to assist in any phase of the contractual obligation to [DISTRICT.

V. INSURANCE

HTH GSE shall provide and maintain in force during the term of this Agreement, at its sole cost and expense, Commercial General Liability and Professional Liability insurance in amounts that are reasonably necessary to protect it against liability arising from HTH GSE's employees and candidates. Coverage under such policies shall be not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate. Coverage for sexual abuse and molestation shall be included at four million dollars ($4,000,000) for each occurrence and four million dollars ($4,000,000) in the aggregate. Such coverage to be secured by a carrier rated A or better by AM Best or a qualified program of self-insurance.

HTH GSE shall provide the DISTRICT with a Certificate of Insurance (COI) evidencing such coverage. The DISTRICT must be named as an Additional Insured on the Commercial General Liability policy with respect to activities arising out of this Agreement.

HTH GSE shall also maintain and provide evidence of Workers' Compensation insurance and disability coverage as required by California law. HTH GSE shall promptly notify DISTRICT of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

DISTRICT shall provide and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect It against liability arising from any and all negligent acts or incidents caused by DISTRICT's employees. Coverage shall be not less than One Million dollars ($1,000,000) per occurrence and Three Million dollars ($3,000,000) in the aggregate.

HTH GSE shall not commence any services or performance under this agreement until HTH GSE has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated in this agreement and Exhibit 1.

VI. AMENDMENT

This Agreement may be amended only with the mutual consent of the Parties. All amendments must be In writing and signed by officers with signatory authority of both DISTRICT and HTH GSE.

VII. TERMINATION

This Agreement may be terminated by either Party upon delivery of at least thirty (30) days' prior written notice to the other Party to this Agreement. Such termination shall not be deemed to be a

breach of this Agreement, nor shall it be deemed to be tortious conduct. If a Party decides to terminate the Agreement during the midst of an academic year, the Parties agree that the Agreement shall terminate upon the completion of the academic year (or at any juncture that allows the candidate to earn credit) to ensure that candidates are not unduly harmed by the termination of the Agreement.

VIII. INDEMNIFICATION

Each Party shall defend, indemnify and hold the other Party, its officers, employees, and agents harmless from and against any and all liability loss, expense (including court costs and attorney fees) and claims for Injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (Including death) or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, Its officers, employees, or agents.

IX. OWNERSHIP

Independent scholarly work produced by candidates for their own purposes, including work toward the fulfillment of the academic program, shall be the property of the candidate except that no such work may include any information or data that is protected by FERPA and/or any other applicable law and/or DISTRICT policy, and no such work may include work otherwise owned, copyrighted, or trademarked by HTH or HTH GSE.

Notwithstanding the foregoing, unless otherwise agreed to in a written agreement signed by the authorized officers of both DISTRICT and HTH GSE, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials produced by candidates under this Agreement shall be the sole and exclusive property of DISTRICT. No such materials produced, either in whole or In part, under this Agreement shall be subject to private use, copyright or patent right by HTH GSE In the United States or in any other country without the express written consent of DISTRICT. DISTRICT shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent any such materials produced by candidates under this Agreement.

X. NOTICES

Any notice permitted or required under this Agreement shall be in writing and signed by the Party giving or serving the same, and shall be served either by personal delivery or certified mall to the following persons and at the following addresses:

Tracy Unified School District Tammy Jalique Associate Superintendent for Human Resources 1875 W. Lowell Ave Tracy, CA 95376 Phone: 209-830-3260 Email: tjalique@tusd.net	High Tech High Graduate School of Education Benjamin Daley President 2150 Cushing Road San Diego, CA 92106 Phone: 619-398-4902 bdaley@hthgse.edu

XI. GOVERNING LAW AND CHOICE OF FORUM

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any legal action or proceeding arising under this Agreement shall reside with the state and federal courts of California as applicable. Venue shall lie in either San Diego County or the county in which DISTRICT is located, as mutually agreed upon by the Parties.

XII. WAIVER

A waiver by either party of a breach of provision or provisions of this Agreement shall not constitute a general waiver, or prejudice the other party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement.

XIII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

XIV. FURTHER ASSURANCES

Each of the Parties hereto shall execute and deliver, at the reasonable request of the other Party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other Party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

XV. INTEGRATION

This Agreement, together with any other documents incorporated herein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related exhibits and schedules, the statements in the body of this Agreement shall control. The Parties have not relied on any statement, representation, warranty or agreement of the other Party or of any other person on such Party's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement.

This Agreement is signed below by the duly authorized representatives of the Parties.

Date:	Tracy Unified School District Name: Tammy Jalique Title: Associate Superintendent for Human Resources Signature:

Date:	High Tech High Graduate School of Education Name: Title: Signature:

TRACY
UNIFIED SCHOOL DISTRICT

Exhibit 1

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

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
   a. List the "Certificate Holder" as follows:
      Tracy Unified School District
      1875 W. Lowell Avenue
      Tracy, CA 95376
   b. Comprehensive General Liability with limits of $1,000,000 combined single limit per occurrence and $3,000,000 aggregate with endorsement. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).
   c. Proof of Automobile Liability, if transporting students or routinely driving on campus.
   d. Proof of Workers Compensation, a waiver of subrogation to be part of this coverage.
   e. Proof of Professional Liability Insurance with coverage for Sexual Abuse and Molestation with limits of $4,000,000 per occurrence and $4,000,000 aggregate with endorsement.

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

      Tracy Unified School District, its Governing Board, its Officers, its Agents are named as additional insured with the respects to Liability.
   b. The coverage shall be primary and non-contributory, with respect to general and professional liability with waiver of subrogation for workers compensation
   c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.

As an agent of _____, I am acknowledging the above insurance requirements as an addendum to the agreement in place with Tracy Unified School District dated _____.

_____ _____ _____

Name Title Date

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 3, 2026
RE: **Approve Affiliation Agreement with University of the Pacific**

BACKGROUND: Tracy Unified School District currently has agreements with different colleges and universities for student teaching, fieldwork, and internships. University of the Pacific aims to place their students within Tracy Unified School District to assist them in obtaining a teaching, pupil personnel services, or administrative credentials or other licensure. An agreement between University of the Pacific and Tracy Unified School District will aid the district in increasing the number of candidates that are available for a variety of positions and expand options for meeting staffing needs. This agreement will be effective starting June 24, 2026 through June 24, 2031 with an option to renew for up to two (2) subsequent one (1) year terms upon the mutual agreement of the parties in writing.

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

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Affiliation Agreement with University of the Pacific.

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

Affiliation Agreement
between
Tracy Unified School District
and
University of the Pacific

This Affiliation Agreement ("**Agreement**") is entered into the 24th day of June, 2026 ("**Effective Date**"), by and between Tracy Unified School District ("**Host**") and the University of the Pacific ("**Pacific**").

WHEREAS, Pacific through its Benerd College, is accredited by the California Commission on Teacher Credentials ("**CCTC**") and Western Association of Schools and Colleges ("**WASC**") Senior College and University Commission ("**WSCUC**") for credentialing and graduate-level degree programs in Education (including, without limitation, Curriculum and Instruction, Educational Administration and Leadership, and Counseling and School Psychology) and must provide onsite Student Placement (defined below) for candidates enrolled in the curriculum with a hosted Student Placement experience; and

WHEREAS, Host recognizes the need and desires to aid in the educational development of Pacific's students and is willing to make its employees and premises available for Pacific students to participate in Student Placements; and

WHEREAS, Pacific and Host believe it is for the mutual benefit of the parties, and especially the Pacific students, that Host provide on-site Student Placement opportunities for students in Benerd College who are seeking a **California teaching credential/pupil personnel services placement/internship, and other certificate/degree/preliminary administrative services credentials, Licensure as a Licensed Professional Clinical Counselor (LPCC), Licensed Marriage and Family therapist (LMFT), or Licensed Clinical Psychologist,** and enter into this Agreement to provide the candidates with Student Placement opportunities that lead to the candidates obtaining a **student teacher/administrative preliminary credential/internship or pupil personnel services** credential, or state licensure; and

WHEREAS, the Student Placements under this Agreement ("**Program**") will be performed at the Host facility or facilities identified in **Exhibit 1**; and

WHEREAS, Host faculty/administrators will supervise and mentor the students participating in the Program ("**Students,**" and each, individually, a "**Student**") for the duration of the Program; and

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth below, Pacific and Host hereby agree as follows:

1. Program Description. The Program is further described in **Exhibit 1** (Program Description) attached hereto and by this reference incorporated herein. For purposes of this Agreement, the term "**Student Placement**" encompasses Pacific students, student teachers, student teacher interns, preliminary administrative services credential students, Licensed Professional Clinical Counselor interns (LPCC), Licensed Marriage and Family Therapy (LMFT) practicum students, PsyD doctoral practicum and interns and other interns completing field work experience. The term "student teacher intern" means any student teacher working on a credential in a certificated position. Except as expressly provided in this Agreement or in any subsequent amendment hereto, no monetary obligation on the part of Pacific or the Host to the other party is hereby created; consideration for this Agreement is furnished by the mutual benefits and promises of the parties.

2. Pacific Responsibilities and Understandings

a) The Program is a program of Pacific, and not of the Host.

b) Pacific shall be responsible for the academic content of the Program and shall provide necessary instruction and academic supervision and award academic credit, if any. Pacific shall be responsible for clear and specific objectives and planned learning activities and for the development of manuals and appropriate evaluation instruments for Student learning.

c) Pacific shall comply with applicable accrediting agencies' standards and guidelines.

d) Pacific shall have the right to designate the individuals who will participate in the Program subject to the following limitations:

i) Each Student must be enrolled at Pacific and have the requisite academic background, as determined by Pacific in its reasonable discretion, for participation; and

ii) Host and Pacific shall agree on the number of Students who may be allowed to participate at one time; and

iii) Host may, at its discretion, bar a Student from participation in the Program at Host's site if the Student presents behavioral or other issues making their placement in a school site improper.

e) Pacific shall be responsible for keeping all attendance and academic records of the Students. Pacific may delegate to Host and its personnel the Student evaluation activities where appropriate and as long as Pacific's primary responsibility for this function is not compromised.

f) Pacific shall notify Host of Student Placements, including the name of the Student, level of academic preparation, and length and dates of proposed participation in the Program.

g) Pacific shall require each Student to conform to the health examination and background check requirements and standards of State and Federal laws and regulations, which include submission of a negative tuberculosis screening test prior to commencing a Student Placement.

h) As further described in **Exhibit 1** to this Agreement, Pacific faculty will determine reasonable criteria for Student evaluations. The Dean or designee is the Pacific faculty member who will monitor the students' instruction and experiences that occur under this Program and shall be available for conference or assistance as needed by Host during the Program.

i) Pacific shall provide a University Supervisor who is an adjunct faculty member, Counseling and School Psychology faculty member or graduate student who serves as a liaison among the Intern, the employing Host, and Pacific. The University Supervisor shares the responsibility for assessing the Intern's professional competencies with the members of the Site Support Team. The University Supervisor works with the Intern throughout the internship experience to offer instructional help and guidance and to share in the decisions affecting the Intern in the school. The University Supervisor also serves as a liaison between the University and the Host.

3. Host Responsibilities and Understandings

a) Host shall provide appropriate facilities for the aspects of the Program conducted at Host's premises under this Agreement. The facilities designated by Host shall not endanger the health, safety or welfare of Pacific's Students.

b) Host shall provide any required safety training to Students.

c) Host shall be responsible for ensuring all its employees comply with all laws, rules, and regulations with regard to their conduct and interaction with students.

d) Host shall appoint a site supervisor for each Student. The site supervisor must have a valid credential or license for the area he/she is supervising and be an employee of Host, in order to serve as the Student's supervisor; and, must have at least three (3) years post-licensure experience for Pupil Personnel Services/School Psychologists credential and/or for Licensed Professional Clinical Counselors, Licensed Marriage and Family Therapists and Licensed Clinical Psychologist.

e) Host shall ensure that Students are familiar with and observe all applicable rules, regulations, and policies of Host to which Students are expected to adhere during the Program and while on Host premises (including, without limitation, applicable health and safety training in accordance with prevailing federal and state laws).

f) Consistent with the availability of resources for Host's employed staff, Students shall be provided adequate supplies and materials to carry out the functions of the Student Placement experience.

g) Pacific personnel shall be permitted to participate in the instruction of Students on Host premises as necessary to effectively implement the Program except when, in the reasonable opinion of the Host, such participation interferes with the Host's operations.

h) Host shall permit Pacific to visit Host's premises, to consult with Host personnel involved in the Program, and to evaluate Student progress while they are on Host premises; provided, however, that such visits shall be subject to reasonable rules and policies of Host.

i) In the event of a medical emergency involving a Student while the Student is on Host premises, Host shall respond according to the same procedure it would follow if one of its employees experienced the same emergency.

j) Host shall provide educational learning experiences (including opportunities for professional development) which are planned, organized, administered, and supervised by qualified staff in accordance with mutually agreed upon educational objectives and guidelines to help prepare Students for future careers in their fields of study.

> ***Notes**: Educational learning experiences should also be aligned with all current Teaching Performance Expectations (TPEs), including the 2024 adopted literacy standards and the knowledge and practice standards related to students with dyslexia, both of which can be found on the Commission on Teacher Credentialing (CTC) website.*
>
> *Educational learning experiences must be provided to Students in clinical practice settings (e.g., appropriate setting, information about expectations made available to administrators and mentors at the school site) wherein they gain experience to TPEs related to oral and written language including 7.6, 7.7, and 7.8, as appropriate to the credential program.*
>
> *Additionally, efforts will be made to provide Students with opportunities, as practicable, during their clinical practice to learn about, and where possible, observe how schools/teachers are using screening and diagnostic techniques, as appropriate to the credential and as identified in the TPEs and standard.*
>
> *Clinical practice settings must also provide, to the extent practicable, opportunities for Students in clinical practice settings to observe and practice concepts and strategies included in the California Dyslexia Guidelines.*

k) Students, designated as Student Teachers, shall perform services as part of their participation in the Program only when under the supervision of authorized, licensed or certified Host personnel. Host understands and agrees that these Students are trainees, they shall not be considered employees or contractors of the Host while participating in the Program, and shall not be used to replace School personnel (except for teacher residency and internship pathways).

l) Intern and teacher residency eligible students that are participating in the Program, are paid employees of the Host and for the purposes of employment are considered School personnel.

m) Host shall require each Student to conform to the background check requirements through the Host's Livescan Technician and standards of State and Federal laws and regulations, which include submission of a negative tuberculosis screening test prior to commencing a Student Placement. Host shall also require fingerprinting and criminal background clearance consistent with Education Code section 45125 and 45125.1

4. Joint Responsibilities of Pacific and Host

a) The parties shall coordinate the planning, scheduling, requirements, and evaluations of Students who participate in the Program. Schedules and Student assignments shall be developed to enhance the goals, objectives and missions of both Host and Pacific. Each party's final examination and vacation schedules will be honored by the parties.

b) Each party shall perform independent and joint reviews to determine the effectiveness of the Program.

c) Each party may enter into similar agreements with other institutions at any time.

d) The parties agree that Pacific may request the transfer or removal of a Student from a particular teaching assignment.

5. Confidentiality and the Family Educational Rights and Privacy Act.

a) The parties agree to comply with the applicable requirements of state of California and federal privacy laws, including the Family and Educational Rights and Privacy Act ("**FERPA**") and its implementing regulations. The parties acknowledge that student educational records are protected by FERPA and that student permission generally must be obtained before releasing specific student data to anyone other than the student's school. Each party agrees to cooperate with the other party regarding compliance with FERPA with respect to records pertaining to Students. Each party certifies that access to such records is necessary for the performance by each party under this Agreement, and agrees that each party shall be subject to, and shall comply with, the same conditions and restrictions on the use and re-disclosure such records pursuant to applicable law.

b) Records maintained by Host of Students paid by Host may also constitute employment records protected from disclosure absent consent under applicable state and federal laws and regulations.

c) In order for Pacific and the Host to jointly monitor the Student's performance in the Program, all Students shall, as a condition to their placement, execute a "Release of Records" (Exhibit 2) which allows the Host and Pacific to share information that may otherwise be protected from disclosure as an educational record (and/or an employment record) to the extent the information relates to the performance of the Student in the Program. Failure to execute the "Release of Records" shall make the Student ineligible for placement with Host.

Each party to this Agreement will immediately notify the other in the event it becomes aware of violations of the other party's rules, regulations, policies or procedures by the Student and/or any negligent or intentional conduct when the conduct of the Student jeopardizes the health and/or safety of Host's students or staff. The parties agree to cooperate in the investigation of any such conduct so long as an appropriate Release of Records has been obtained.

6. **Insurance**.

a) Both parties during the term of this Agreement will provide at their sole cost and expense the following: (1) Commercial General Liability insurance with limits of no less than one million per occurrence ($1,000,000) and two million in the aggregate ($2,000,000), (2) Sexual Molestation and Abuse Coverage with limits of no less than one million ($1,000,000) with endorsements, (3) Professional Liability Insurance, and (4) Workers Compensation. Pacific will provide a copy of the certificate of approval coverages as indicated in **Exhibit 3.** Upon request, each party will provide the other with evidence of such insurance. By virtue of this Agreement, Pacific does not assume any liability under any law relating to workers compensation on account of any of act of any Student performing any activity related to or arising out of this Agreement.

b) The student, as either teacher or intern, is a participant in an educational program, and for purposes of this Agreement, if paid by the Host – shall be considered an employee of the Host and covered by the Host's worker's compensation policy; while if un-paid, shall not be considered an employee of either Host or Pacific and neither party shall have responsibility for payment of workers' compensation benefits to the student.

c) Host agrees to make available, whenever possible, emergency health care for the assigned student in case of accident or illness while on Host premises. Any student receiving such emergency services shall be financially responsible for the charges. The student shall otherwise be responsible to procure and maintain his or her own health care coverage.

7. **Indemnification**. Each party agrees to defend, indemnify and hold one another, their respective regents, officers, directors, employees, students and agents harmless from and against all third party claims for injury or damages, liability, loss, expense (including reasonable attorney's fees and costs) ("**Loss**"), arising out of the performance of its obligations under this Agreement, in proportion to and to the extent the Loss is caused by or results from the negligence or intentional acts or omissions of the indemnifying party. The indemnification obligations shall also apply to claims arising out of breach of contract, violations of applicable laws, or other acts outside of mere negligence, to the extent permitted by law. The indemnities provided under this Section 7 shall not be limited by reason of any insurance coverage required under this Agreement and shall survive termination of this Agreement.

8. **Relationship of the Parties and Students**. Each party is and shall be an independent contractor of the other party. Neither party nor its employees or subcontractors shall be deemed to be employees or agents of the other party. Neither party's employees nor subcontractors will be entitled to any benefits made available to the other party's employees. Nothing in this Agreement is intended to establish a partnership, joint venture, or agency relationship between the parties, and neither party nor its employees or subcontractors are authorized to bind the other party or make any representations on its behalf in any matter.

9. **Term and Termination**. The term of this Agreement shall commence on the Effective Date and shall terminate five (5) years thereafter, unless earlier terminated or extended as provided herein. The Agreement may be renewed for up to two (2) subsequent one (1) year terms upon the mutual agreement of the parties in writing. This Agreement may be terminated at any time without cause by either party, upon giving the other party sixty (60) days written notice; provided, however, that any such termination shall not be effective as to any Student who as of the date of mailing of notice by the terminating party is participating

in the Program until the Student has completed the then current academic term (semester or year), unless otherwise agreed by the parties. Host agrees to return any Pacific property to Pacific within thirty (30) days of the early termination or expiration of the Agreement, or such other timeframe as agreed upon by the parties in writing.

10. Compliance with Laws; Accreditation, Licensing and Credentials. Each party shall be separately responsible for compliance with all laws, rules and regulations which may be applicable to its respective activities under this Agreement. Each party shall be separately responsible for accreditation, licensing, and credentialing of its own entities and employees, as applicable, and each party agrees to furnish to the other party with evidence of such accreditation, licensing, and credentials upon request by the other party. Host further agrees to cooperate with Pacific with respect to its accreditation requirements and will gather data related to Students' participation in a Student Placement under this Agreement.

11. Nondiscrimination. With respect to the parties' obligations under this Agreement, the parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of race, color, religion, ancestry, national origin, age (over 40 years), sex, sexual orientation, marital status, medical condition, disability or any other basis protected by federal, state, or local ordinance or regulation. Host shall comply with applicable state of California and federal laws and regulations governing reasonable accommodations and the Americans with Disabilities Act.

12. Cooperation in Disposition of Claims. The parties agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of this Agreement. The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, and making witnesses available.

13. Student Discipline or Reassignment. Students' discipline shall be the sole responsibility of Pacific, however Host or Pacific may terminate the participation of any Student, who, at the determination of Host or Pacific does not comply with the Program requirements or applicable rules or regulations of Host, Pacific, or state of California or federal laws or regulations. If Host reasonably determines that a Student is not performing satisfactorily for reasons including, but not limited to, tardiness or absenteeism, failure to follow instructions, or failure to follow rules or policies, Host agrees to contact the Program contact set forth in section 14.c to either counsel or reassign the Student.

14. Miscellaneous Provisions.

a) Dispute Resolution. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement, or the acts or omissions of the parties with respect to this Agreement (each, a "**Dispute**"), the parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party ("**Dispute Notice**"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties. If any Dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), the parties shall settle such Dispute as otherwise set forth in this Section. In the event the Dispute cannot be resolved by the meet and confer, the parties agree that as a condition precedent to and before filing any legal action, the parties shall submit the Dispute to non-binding mediation by a mediator mutually selected by the parties. This requirement for mediation is a condition precedent to filing legal action and shall not in any way toll any applicable statute of limitations or time-barred defenses to such legal action. If, after mediation, a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Pacific shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Pacific's right to bring a civil action against Host. For purposes of those provisions,

the running of the time within which a claim must be presented to Host shall be tolled from the time Pacific submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Each party agrees that a violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

b) **Legal Fees and Costs.** Each part shall bear its own attorneys' fees and costs in any dispute concerning this Agreement.

c) **Notices**. All notices or other communications given hereunder shall be in writing and shall be deemed to have been duly given (1) on the date delivered if delivered by personal delivery or by overnight delivery service (such as FedEx); (2) on the third (3rd) business day after mailing by U.S. registered or certified mail, first class, postage prepaid; or (3) on the date transmitted by facsimile with confirmation of successful transmission. Any notices or other communications given hereunder shall be addressed as follows, provided that either party may specify a different address by written notice to the other party in accordance with this paragraph:

If to Pacific:

Notices:

University of the Pacific
Benerd College
3601 Pacific Avenue
Stockton, CA 95211
Phone: 209-946-2683
Email: benerd@pacific.edu

Program Contact:

Benerd College
3601 Pacific Avenue
Stockton, CA 95211
Dr. Brittany Auernig-Roan
Assistant Dean
Email: bauernig@pacific.edu
Phone: 916.220.2805

Copy of Notice to be provided to:
General Counsel
University of the Pacific
3601 Pacific Ave.
Stockton, CA 95211
Email: generalcounsel@pacific.edu

If to Host: Tracy Unified School District
1875 W. Lowell Ave. Tracy,CA 95376
Attn: Alexandra Aguilar
Email: alaguilar@tusd.net
Phone: 209.830.3260

d) **Force Majeure**. Either party's obligations under this Agreement will be excused if and to the extent that any delay or failure to perform such obligations is due to fire or other casualty, product or material shortages, strikes or labor disputes, transportation delays, changes in business conditions (other than insignificant changes), acts of God, or other causes beyond the reasonable control of such party (each a "**Force Majeure Event**"). Notwithstanding the Force Majeure Event, each party shall make a good faith effort to resume performance as soon as the excusable delay is mitigated.

e) **Governing Law**. This Agreement, and any dispute between the parties arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any and all legal action that is initiated to enforce any provision of this

Agreement or arising out of or related to this Agreement must be brought or filed in San Joaquin County Superior Court.

f) Use of Names and Logos. Each party agrees that it shall not use the other party's name, logo or insignia, or the name, logo or insignia of any school or division thereof, or otherwise identify the other party or any of its schools or divisions in any form of publicity or disclosure without the prior written permission of the other party, which permission may be given or withheld in the other party's sole discretion.

g) No Assignment. Neither party may voluntarily or by operation of law, assign or otherwise transfer any part of this Agreement without the prior written consent of the other party. Any purported assignment in violation of this Section shall be void.

h) Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes the prior agreement dated November 9, 2022.

i) Modifications. This Agreement may not be modified or amended except by an instrument in writing executed by duly authorized representatives of the parties.

j) Severability of Terms. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby, unless the effect of such severance would be to alter substantially this Agreement or the obligations of the parties, in which case this Agreement may be immediately terminated by either party upon thirty (30) days' prior written notice, or as otherwise allowed by the termination provisions of this Agreement.

k) Counterparts. This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument.

[Signatures on the following page]

SIGNATURE PAGE
Affiliation Agreement
between
Tracy Unified School District
and
University of the Pacific

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or delegates, as of the Effective Date.

Tracy Unified School District

By: Tammy Jalique
Its: Associate Superintendent for Human Resources
Address: 1875 W. Lowell Ave. Tracy, CA 95376

Telephone:
Fax:
Email:

University of the Pacific

By: Elisa Anders
Its: Chief of Staff to the Provost
University of the Pacific
3601 Pacific Avenue
Stockton, CA 95211
Telephone: 209-946-2552
Email: provost@pacific.edu

EXHIBIT 1
PROGRAM DESCRIPTION

Program Objective & Goals
Through program coursework and fieldwork experiences in TK-16 school settings and beyond, our candidates must satisfy learning outcomes by demonstrating proficiency in all standards, Teaching Performance Expectations (TPEs), and Teaching Performance Assessments (TPAs) as required by the California Commission on Teacher Credentialing including a TPA that includes a focus on foundational literacy skills and the additional cross-cutting themes in literacy, as well as those requirements in School Psychology/Pupil Personnel Services, Licensed Professional Clinical Counselors (LPCC), and Administrative Services Credential.

Program Overview
All professional education degree and credential programs at University of the Pacific are offered and coordinated through Benerd College. Students in Benerd College are prepared to deliver thoughtful, reflective, caring, and collaborative services to diverse populations. The College directs its efforts toward researching the present and future needs of schools and the community, fostering intellectual and ethical growth, and developing compassion and collegiality through personalized learning experiences. Per the California Commission on Accreditation/California Commission for Teacher Education, candidates seeking credentials must be placed in clinical practice experiences that extend candidates' learning and application of theory to practice with Transitional Kindergarten to grade 12 students in public and/or private school settings, as according to the California Commission on Teacher Credentialing, the range of Clinical Practice Experiences includes early field experiences, advanced experiences for co-planning and co-teaching (i.e. teacher, LMFT, LPCC, PsyD residency), and student teaching or approved internships for related programs (i.e. Pupil Personnel, LPCC & Administrative Services Programs).

Location(s) of Program

Tracy Unified School District *[Schools within the District if applicable]*

Student Evaluation Method(s)
Cooperative Evaluation of *Multiple Subjects and Single Subject* Student Teacher Candidate Competence and Performance Checklist

- Single subject student teacher
- Single subject intern/residence
- Multiple subjects student teacher
- Multiple subjects intern/residence
- Education Specialist, student teacher (SPED)
- Education Specialist, intern/residence (SPED)
- Student Teacher Placement Confirmation
- Intern Site Support Team Confirmation
- School Psychology Fieldwork/Practicum and Internship Performance Evaluation Instrument

Host's Responsibilities
Host shall participate with Pacific in planning the Program, including those experiences required to complete the EdTPA Teaching Events (pursuant to SB2042 and SB1209), as well as data collection required by the (CCTC/COA) and (CAEP).

For student teacher interns, Host shall:

(1) assign an on-site mentor who possesses a valid Clear or Life credential in the appropriate subject area, has 3 years documented successful teaching experience and holds an English Learner Authorization (or the equivalent, as established by the Commission on Teacher Credentialing); and
(2) Participate with Pacific in planning and implementing a comprehensive and coordinated program of support and mentoring for the student teacher intern, in conformance with the most current requirements established by the Commission on Teacher Credentialing and articulated by Pacific in its approved Intern Document, attached hereto as **Exhibit 1-A** and incorporated herein.

Additional Student Qualifications
Pacific Students are only eligible to participate in the Program during a defined academic semester/term (Fall or Spring).

For student teacher interns only, Pacific shall:

(i) Confirm that the Student meets all the criteria for an intern credential, as established by this Program sponsor and approved by the Commission on Teacher Credentialing pursuant to Exhibit 1-A, and provides the information requested pursuant to Exhibit 1-B;

(ii) Assign a supervisor who has successfully completed Pacific-provided intern supervision training;

(iii) Assign intern supervision duties that adhere to the most current requirements established by the Commission on Teacher Credentialing and articulated by Pacific in Exhibit 1-A; and

(iv) Participate with Host in planning and implementing a comprehensive and coordinated program of support and mentoring for the intern teacher, in conformance with the most current requirements established by the Commission on Teacher Credentialing and articulated by Pacific in Exhibit 1-A.

EXHIBIT 1-A
INTERN DOCUMENT

NOTE: This section shall apply only for student teacher interns.

On January 9, 2026, the Commission on Teacher Credentialing issued Program Sponsor Alert 26-01 detailing new requirements for programs that offered intern credentials. This PSA is available at: **Responsibilities of a Teacher Intern - Alert 26-01**

Terms of the revised program documents include specific mentoring and support that the HOST and PACIFIC must provide including:

- Assignment of a PACIFIC supervisor who meets the criteria identified in 2.i. of this Agreement and who is assigned to provide regular on-site support to the intern teacher, in coordination with the HOST mentor.
- Assignment by the HOST of a site supervisor who meets the criteria identified in 3.d. of this Agreement and who is available to provide regular on-site support to the intern teacher.
- Regular on-site support includes observation/coaching sessions, provision of materials and resources, feedback on lesson plans, logistical support (bulletin boards, instructional materials, etc.), and other types of assistance designed to strengthen the intern teacher's instructional effectiveness.
- Regular on-site support must be provided in a scheduled and coordinated manner and must adhere to these requirements: 144 hours of support and supervision annually and 45 hours of support and supervision specific to teaching English learners pursuant to California Code of Regulations §80033
- In accordance with Commission requirements, the institution and participating school districts certify that interns do not displace certificated employees in participating districts.
- Per Education Code Section 44325 (b), the institution ensures that each intern certificate is issued with a two-year period of validity.
- Per Education Code Section 44462, no intern's salary may be reduced by more than 1/8 of its total pay for supervision and the salary shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person.
- The HOST must develop and implement a Professional Development Plan (PDP) for the intern teacher for consultation with a PACIFIC supervisor. The plan shall include all of the following:
    - Provisions for an annual evaluation of the intern.
    - A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
    - Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
    - Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.
- The intern teacher's faculty advisor will assist the HOST mentor and PACIFIC supervisor in creating this coordinated and regular system of support.

Note: This section shall apply only to PPS School Psychology Interns

1. Host will provide the Interns with the opportunity to transfer methodology and theories into applied situations via their participation in the internship experience and is responsible for providing the Interns with diverse experience in preparation for their future careers as school psychologists, in accordance with the Interns' knowledge and level of training, in the form all the activities normally expected of a Host-employed school psychologist, mental health clinician, or Licensed Psychologist. These experiences may include, but are not limited to, the experiences and activities set forth in below under the heading Intern Experiences.

2. Host will provide the Interns with experiences that will allow them to complete 1200 clock hours of work during their internship experience, depending on the degree sought by each Intern.

3. Each Site Supervisor will have the following responsibilities as part of his or her supervision of the Interns:
   a. The Site Supervisor will cooperatively plan and schedule the Interns' activities and experiences during the internship experience.
   b. The Site Supervisor will schedule and provide a minimum of one (1) hour for School Psychology Interns and four (4) hours of PsyD Pre-doc Interns of direct face-to-face supervision each week.
   c. The Site Supervisor will review and sign each entry from the Interns' to verify content.
   d. The Site Supervisor will complete and submit end-of-semester evaluation forms, which will be provided by Pacific.
   e. The Site Supervisor will release the Intern, as needed, to attend fieldwork supervision and classes. (It is understood that the Intern will need to be released with sufficient time to travel between the fieldwork site and Pacific).
   f. The Site Supervisor will hold a valid Pupil Personnel Services credential, PPS license or CA Board of Psychology License credential appropriate to the role and function of the duties being performed by the Intern.
   g. The Site Supervisor will participate in Pacific-sponsored supervisor meetings held two – three times per year.

4. Consistent with the availability of resources to employed staff, the Intern is provided adequate supplies and materials to carry out the functions of the internship experience. An appropriate work environment should include adequate privacy of office facilities and access to secretarial assistance, telecommunication services, office equipment, and copying machines.

5. Ongoing professional development is a significant aspect of the internship experience. Conferences, seminars, and in-service training opportunities available to employed school psychologists should also be available to the Interns. The Interns are encouraged to participate in state, regional, and national level meetings for school psychologists. Release time is granted by Pacific and is expected to be granted by the Host.

INTERN EXPERIENCES

1. **Role and Function:** Develop a knowledge base and understanding of the various roles and functions of the school psychologist and be able to selectively deliver services utilizing a variety of alternative models.

2. **Legal/Ethical**: Develop a knowledge base of federal and state laws, professional ethics, and professional standards as well as the skills to apply them in public and private educational agencies. Develop the skills to adhere to due process guidelines in major decisions affecting all students and to accepted standards in the practice of school psychology.
3. **Organization and Operation of Schools:** Develop an understanding of the organization and administration of public schools and the cultural, ethnic, religious, and geographic diversity of the students, parents, and staff served by school psychologists. Develop an awareness of community resources and the roles of other professionals in helping children, parents, and school personnel. Develop the skills to foster and facilitate interagency partnerships among family, school, health care, and community agencies to create healthy school environments.
4. **Assessment:** Develop the skills to select, administer, score, and interpret psychoeducational tests for individuals of different ages, exceptionalities, and cultural backgrounds. Develop competence in the use of interviewing, functional behavioral assessment, and curriculum-based methods. Develop the skills to integrate psychological and educational data into a psychological report and be able to link assessment results to educationally relevant interventions.
5. **Counseling:** Develop a counseling and mental health knowledge base and the skills to work with Interns who have educational, emotional, and/or behavioral problems to mitigate the emergence of enduring, unhealthy patterns of behavior. Develop a knowledge base and skills to help students, families, and schools deal with crises, such as school violence, suicide, and loss.
6. **Intervention:** Develop a knowledge base and the skills to identify controllable, causal aspects of social, emotional, and academic difficulties and be able to consult and collaborate in the design, implementation, and evaluation of interventions based on these aspects.
7. **Communication Skills:** Develop the interpersonal skills and both oral and written communication skills necessary to communicate effectively with children, parents, and school personnel from varied cultural, ethnic, religious, and geographic backgrounds. Develop the interpersonal skills to function as team leaders in school-based multidisciplinary teams.
8. **Research:** Become educated consumers of research relating to school psychology and be able to apply these research findings to the development of solutions for educational psychological problems. Be able to disseminate information from the school psychology knowledge base to promote healthy school environments.

EXHIBIT 1-B
University of the Pacific, Benerd College

INTERN AUTHORIZATION ADDENDUM

By signing below, I understand that I have received, read, and comply with program requirements of the department I am enrolled in as a student. If at any time I am unable to continue as an intern, I will notify my academic advisor and the Benerd College Office of Credentialing and Student Services.

I. TO BE COMPLETED BY CANDIDATE

Candidate Name:
Pacific ID #:

_____
_____
_____
Signature of Candidate
Date:

II. SIGNATURE OF BENERD COLLEGE DEAN OR DESIGNEE

I verify that the candidate has met program requirements and is eligible to be hired as an intern.

_____
Patricia Campbell
Dean, Benerd College
Date:

III. TO BE COMPLETED BY EMPLOYING AGENCY:

A. Please check Organization Type: ☐ **County Office** ☐ **School District** ☐ **Charter School**

☐ **NPS**

County-District-School Code (required): _____

Employing Agency: _____

School Name: _____ Phone #: (_____)

Address: _____ Email:_____

Effective date of hire (month/day/year): _____

Please indicate authorization requested: ☐Multiple Subject ☐Single Subject, Subject
Education Specialist: ☐Mild to Moderate Support Needs ☐Extensive Support Needs
Pupil Personnel Services: ☐School Psychology

Site Support Team
Name:
Address:
Phone:

Email:

B. ***Mentor Information:***

Name on CTC Credential:
Credential Type:
Email:

C. ***Personnel Division Approval:***

Name (Please Print):
Host Personnel Specialist - E-mail:
Host Personnel Specialist – Phone:
Date:

_____

Signature of Host Personnel Specialist

D. ***Signature of Site Administrator***

By signing below, I verify that I have read and understand the intern support requirements as outlined in the Agreement on file and will provide supervision in collaboration with the University of the Pacific, Benerd College.

_____

Signature of Site Administrator
Name (Please Print):

SAMPLE

EXHIBIT 2
STUDENT CONSENT FOR RELEASE OF RECORDS FOR STUDENT PLACEMENT

The Family Educational Rights and Privacy Act ("**FERPA**") provides that an educational institution may not release confidential information about a student without the student's consent.

In order to enable the University of the Pacific ("**Pacific**") and Host (identified below) to monitor my performance in the Student Placement, I hereby grant permission to authorized personnel at Pacific and Host, and their authorized representatives, to release all education records (as defined by FERPA) and/or employment records relating to my performance in the Student Placement described below, and the information contained therein, from one to the other. I further release Pacific and the Host, and their respective trustees, officers, directors, and employees from any and all liability relating to the release of such education and/or employment records.

This Release is subject to the following:

- My authorization to release this information ("**Release**") will be used in conjunction with my Student Placement with Host only.
- I understand that this Release, and the authorization given above, is effective immediately upon my signature and shall expire upon the completion of my Student Placement with the Host;
- I understand that this Release is necessary for my Student Placement for the sharing of information between Pacific and Host relating to my performance in the Student Placement;
- I understand that I may revoke this Release, in writing, at any time, but if I revoke the Release, I may no longer be eligible to participate in the Student Placement, and my participation may be terminated;
- I understand that I may submit a request in writing in the form required by Pacific to request a copy of all my records released pursuant to this Release;
- I hereby waive all rights under FERPA with regard to the release of the records described above as well as any other state and federal law governing the privacy of records held by Host that may constitute employment records;
- This Release does not apply to any other third party that requests my education records; and
- I understand that Pacific and Host will not release my education and/or employment records to any third party without my express written consent.

I hereby voluntarily authorize the release of my records to the individuals and/or parties identified in this Release. I also understand that if I am under 18 years old, Pacific may disclose such information to my parents or legal guardians regardless of whether I have consented to such disclosure.

Signature of Student	Date
Name of Student (Printed)	Pacific School or Department
Tracy Unified School District Host/Organization	Nature of Student Placement (Student Teacher, Student Intern, etc.)
1875 W. Lowell Ave. Tracy, CA 95376 School Address	Dates of Student Placement

EXHIBIT 3

TRACY
UNIFIED SCHOOL DISTRICT

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

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
    a. List the "Certificate Holder" as follows:
    Tracy Unified School District
    1875 W. Lowell Avenue
    Tracy, CA 95376
    b. Comprehensive General Liability with limits of $1,000,000 combined single limit per occurrence and $2,000,000 aggregate with endorsement. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Rick Management Department).
    c. Proof of Automobile Liability, if transporting students or routinely driving on campus.
    d. Proof of Workers Compensation, a waiver of subrogation to be part of this coverage.
    e. Proof of Professional Liability Insurance with coverage for Sexual Abuse and Molestation Coverage ($1,000,000) with endorsement.
    f. Sexual Abuse and Molestations coverage in the amount of $1,000,000.
2. An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the General Liability, Automobile Liability, and Professional Liability Insurance. Please note the following:
    a. List the "Additional Insured" as follows:

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

    b. The coverage shall be primary and non-contributory, with respect to general and professional liability with waiver of subrogation for workers compensation
    c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.
3. Pacific shall not commence any services or performance under this agreement until Pacific has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated herein.

As an agent of _____, I am acknowledging the above insurance requirements as an addendum to the agreement in place with Tracy Unified School District dated _____.

_____ _____ _____
Name Title Date

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 10, 2026
RE: **Approve Individual Intern Agreement with CSU Stanislaus**

BACKGROUND: Tracy Unified School District currently employs interns through several colleges and universities. This has aided the district in increasing the number of candidates that are available for teaching positions within the district. An agreement between CSU Stanislaus and Tracy Unified School District will allow this individual to begin employment for the 2026-2027 school year.

RATIONALE: Previously, the university provided a general intern agreement. More recently, the university has offered individual intern agreements to meet the needs of individual intern students, This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Individual Intern Agreement with CSU Stanislaus.

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

TEACHING INTERNSHIP CREDENTIAL PROGRAM AGREEMENT BETWEEN CALIFORNIA STATE UNIVERSITY STANISLAUS AND TRACY UNIFIED SCHOOL DISTRICT

This Agreement is entered into by and between the Trustees of the California State University, Stanislaus, on behalf of California State University, Stanislaus, hereinafter referred to ("University") and Tracy Unified School District, hereinafter, referred to as ("District"), sets forth the provisions and understanding between, the Department of Teacher Education, School District, and Student Intern with respect to participation in the work experience.

WHEREAS, California State University, Stanislaus Internship Program allows participating school districts teacher candidates enrolled in the University's SB 2042 Credential Program to provide instructional services while they complete teacher preparation requirements.

WHEREAS, the purpose of this Agreement is to stipulate the rights and obligations of, each party as required under 5 C.C.R. section 80033.

THEREFORE, the parties mutually agree as follows:

A. RESPONSIBLITIES OF UNIVERSITY DEPARTMENT OF TEACHER EDUCATION

The Intern Coordinator Shall:

1. Verify that the potential intern meets the basic program criteria to become an intern.

2. Submit the University and District recommended Intern Credential Application to the California Commission on Teaching Credentialing (CCTC) and notify the District in writing that the student has been recommended, and the application has been forwarded. University will provide intern support for a maximum of two years from the date the Intern Credential is initially recommended.

3. Provide advisement to the intern regarding the best sequence of courses to complete all intern requirements in a timely manner.

4. Provide through designated intern support coursework a minimum of 72 hours (minimum 36 hours per academic semester) of support/mentoring and supervision to each intern teacher per school year to coach, model, and demonstrate within the classroom and assist with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies.

5. Provide through designated intern support coursework a minimum of 22.5 hours (minimum 11.25 hours per academic semester) of support/mentoring and supervision per school year, including in-classroom coaching that is specific to the needs of English learners. The support/mentoring and supervision should be distributed in a manner that

sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.

B. RESPONSIBILITES OF THE DISTRICT

The District shall:

1. Provide a Professional Development Plan for interns in consultation with a California Commission approved teacher preparation program. The Professional Development Plan shall include the following:

    a. Provisions for an annual evaluation of the intern.

    b. A description of the courses to be completed by the intern, if any, and a plan for completing pre-service or other clinical training, if any, including student teaching.

    c. Provide a minimum of 72 hours (minimum 36 hours per academic semester) of general support/mentoring and supervision to each intern teacher per school year to coach, model, and demonstrate within the classroom and assist with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies. Provide an average of not less than one hour per week of individualized support and/or mentoring coordinated by the mentor. This additional direct support can include formal district trainings or workshops, professional learning community meetings (PLC), department meetings, faculty meetings, formal observations, individualized student learning plan meetings, etc.

    d. The support and mentoring will address the needs of students in the placement:

        i. Special Education: Provide instruction/support during the first semester of service for interns teaching in kindergarten or grades 1 to 6 inclusive in child development and teaching methods and special education programs for pupils with mild and moderate disabilities.

        ii. Bilingual: Instruction/support, during the first year of services, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the methods of teaching children with mild and moderate disabilities.

2. Provide additional 22.5 (minimum) hours of support/mentoring and supervision per academic school year (minimum 11.25 hours per academic semester), including in-classroom coaching that is specific to the needs of English learners. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners. This additional direct support can include formal trainings, workshops,

professional development opportunities, PLC meetings, department meetings, faculty meetings, and/or district mentorship that specifically targets the instruction and support of English learners.

3. District employed mentor teachers are selected by the District. Mentor teachers should hold a Clear Credential and an English Learner (EL) Authorization in the content area for which they are providing mentorship/support and have a minimum of three years of content area K-12 teaching experience. The District Mentor teacher must have demonstrated exemplary teaching practices as determined by the employer and the preparation program.

4. Abide by the University requirement and timelines for student admittance to the Credential Programs. The University will only accept interns who meet all admission requirements to the University and the Internship Credential Program by the University census date.

5. Allow the University sufficient time, 20 business days to process the student's application for the Internship Credential after all required paperwork has been received.

6. Avoid assigning the intern any substantial outside responsibilities (e.g., coaching or other extracurricular activities) and recognize that the intern's teaching load is the primary responsibility requiring their full attention to successfully complete the program. The District will recognize the intern requirement to fully attend and receive credit for all intern support classed provided by the University and taken per semester by the intern.

7. Pay the intern salary during the internship.

8. Consult the local bargaining unit on matters pertinent to the Internship Program.

9. Terminate the training agreement if it is found that continuing is detrimental to pupils or if, based on performance to date, District or University supervisors recommend dismissal from the Internship Program.

10. Interns should not replace certified employees in the District.

C. RESPONSIBILITES OF THE STUDENT INTERN

The Student Intern Shall:

1. Enroll and fully participate in the appropriate intern support course (i.e., intern seminar for those who are still completing the credential program, TPA prep course, and/or RICA workshop course) through the University's Continuing and Professional Education each semester while supported under the Intern Credential. Interns must register and pay for their intern support course(s) prior to the University census date and must receive credit for all support courses taken as an intern to remain in good standing with the University.

2. Complete, maintain, and submit the Intern Clinical Hours Log to their intern support instructor(s) each semester while supported by the Intern Credential. This log is meant to document proof of accrued district supported professional development including a minimum of 72 hours (minimum 36 hours per academic semester) of general support/mentoring and/or supervision and an additional 22.5 (minimum 11.25 hours per academic semester) hours of support/mentoring and/or supervision specific to the needs of English learners.

3. The intern support course(s) and professional development activities must add up to a minimum of 144 hours of support/mentoring and/or supervision per intern teacher per school year to include coaching, modeling, and demonstration within the classroom and to assist with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies. These hours are in addition to and separate from the hours required for the program courses taken in the credential program to earn the SB2042 Preliminary Teaching Credential. Maintenance of the records are required to prove the interns have participated in a minimum of 144 hours of general support/mentorship as required by CCTC. (CCTC Program Standards, a student who fails to fully participate in the appropriate intern support course meeting and participate in professional growth activities, will have their intern credential revoked).

4. Complete and submit each semester while supported by the Intern Credential the Intern Professional Development Plan documenting the intern's strengths and challenges with their pedagogical practice in alignment with the Teacher Performance Expectations (TPEs).

5. Perform all duties assigned by the District to teachers.

6. Meet the legal, ethical, and professional standards expected of credentialed teachers.

7. Recognize the continuation as an intern is contingent upon demonstration of satisfactory teaching competence and remaining in good standing with the University's Intern Program. Termination of a teaching assignment based on inadequate performance is the responsibility of the District and the University based on their professional judgment.

8. Complete Teaching Internship Credential Program Supplemental Data as reference in Exhibit A, hereinafter made part of this Agreement and provide pertinent information promptly when requested by the University or the District.

9. Upon completion of the last course in the Credential Program and passage of TPAs and/or RICA, apply for the Preliminary Credential as required by CCTC.

D. TERM

The term of this Agreement shall be for a period of five (5) years from the date of execution. The Agreement may be terminated by either party after giving the other party a thirty (30) days written termination notice. Any such notice of termination shall ensure that participating student interns have completed the program.

E. INDEMNIFICATION

Each party shall indemnify, defend, and hold harmless the other party, the State of California, respective officers, agents, and employees from any and all claims and losses accruing or resulting to any other person, firm, or corporation furnishing, or supplying work, service, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation related to arising out of or resulting from performance of this Agreement.

IN WITNESSS WHEREOF, by signing this Agreement, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature.

CALIFORNIA STATE UNIVERSITY, STANISLAUS	**TRACY JOINT UNIFIED SCHOOL DISTRICT**
By: _____	By: E Quintana
Name: _____	Name: Erin Quintana
Title: _____	Title: Director of Human Resources
Date: _____	Date: 6/10/2026

EXHIBIT A

TEACHING INTERNSHIP CREDENTIAL PROGRAM SUPPLEMENTAL DATA

CHECK THE APPROPRIATE CREDENTIAL:

__X___ Education Specialist: Mild/Moderate Intern Credential

_____ Education Specialist: ES Extensive Needs Intern Credential

_____ Multiple Subject Intern Credential _____ with Bilingual Authorization in _____

____ Single Subject Intern Credential in _____

_____Early Childhood Education Credential

1. PERSONAL INFORMATION

Full Name: Stephanie Mercado

CSU Stanislaus Student Identification Number: 002903810

2. SCHOOL INFORMATION

School District (Do not abbreviate with initials):
Tracy Unified School District

Assigned School: West High School

Street Address: 1775 W. Lowell Ave

City: Tracy State: CA Zip: 95376

School Telephone:
209-830-3370

Principal (First AND Last Name): Gary Henderson

Grade(s) & Subject(s): RSP 9-12

Do you hold an emergency permit? If yes, expiration date: N/A

3. CONTRACT INFORMATION (TO BE COMPLETED BY HIRING AGENCY)

County: San Joaquin County Code: 39 District Code: 75499

Name of Assigned Support Provider/Mentor at School Site:

Janae Heinrich

HR Department Contact:

Name: Alexandra Aguilar Email: alaguilar@tusd.net Phone #: 209-830-3260

Initial internship employment will begin on 07/15/2026 and end on 07/15/2028

(note: initial date cannot be past **90 days**)

Type of Classroom: Special Education General Education No

Bilingual Education (BILA) No

Total Number of Days in the Week the Intern Will Be Teaching: 5

E. Quintana 6/10/2026

Signature of School Official Date

Erin Quintana

Name of School Official

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 17, 2026
RE: **Approve Paid Intern Agreement with National University**

BACKGROUND: Tracy Unified School District currently employs interns through several colleges and universities. An agreement between National University and Tracy Unified School District will aid the district in increasing the number of candidates that are available for a variety of positions and expand options for meeting staffing needs. This agreement will help Tracy Unified School District hire interns for Admin, School Psychologists, School Counseling, and Teaching positions. This agreement will be effective upon signature of the agreement and shall continue until terminated.

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

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Paid Intern Agreement with National University.

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

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PAID INTERNSHIP CREDENTIAL PROGRAM MEMORANDUM OF UNDERSTANDING

This Agreement, effective as of the date of last signature, made by and between National University, a California non-profit public benefit corporation (the "University") and Tracy Joint Unified School District , which is located at 1875 West Lowell Ave., Tracy, CA 95376-2291, USA , who have partnered for the purpose of providing contractual services for students, or state-supported TK-12 educational service unit, ("Institution"), with reference to the following facts:

RECITALS

A. University is accredited by WASC Senior College and University Commission (WSCUC). University has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (the "CTC") to offer the following internship credential programs (each, a "Program"): Inspired Teaching and Learning, Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;

B. California Education Code Sections 44452 and 44321 authorize a public school institution, charter school or county office of education in cooperation with an approved college or University to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. Institution is either a public school institution (or state-supported TK-12 educational service unit), charter school, or county office of education and University is an approved University within the meaning of Ed Code Section 44452; and

C. Institution and University wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC and University policy. Attached as "Exhibit A" to this Agreement and incorporated herein by this reference is a list of the Programs that Institution and University will be supporting through this partnership.

TERMS AND CONDITIONS

1. Term. The term of this Agreement shall commence as of the Effective Date above and shall continue until terminated in accordance with the terms and conditions in this Agreement. Either party may terminate this Agreement for any reason or no reason at all upon thirty (30) days written notice. All Interns placed with Institution and who are in good standing with Institution and University as of the date of termination of this Agreement shall be permitted to complete their internship experience with Institution.

2. Interns and Placement. University interns are students that are certified as qualified and competent by University to provide intern services to Institution and may, at Institution's discretion, be accepted and assigned to Institution's schools to provide services as interns (each, an "Intern"). University and Institution shall coordinate the process of selection and placement of Interns. The University reserves the right to make the final determination of any Intern's acceptance into the Program, and approval of potential placement, while Institution reserves the right to make the final determination on any Intern's employment. Neither University nor Institution shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law. Intern(s) must remain at the Institution addressed herein for the duration of their Program, except when: (a) University terminates an Intern's assignment at Institution; (b) agreed upon in writing between University and Institution; or (c) when an Intern is terminated by Institution for cause (e.g., an Intern's misconduct, layoff).

3. Program Requirements. Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
   a. Recommendation to a Program by an Institution designee.
   b. Interview and screening by Institution staff, including a background check, Institution administrator interview and paper screening, Department of Justice/FBI fingerprint clearance, and a baccalaureate degree from an accredited Institution.
   c. Interview and screening by University staff, and verification of coursework and prior experience with TK-12 students in a multicultural, multilingual setting.
   d. Orientation meeting with a Credential Program Specialist, the University Support Provider/Supervisor faculty member for the Program.

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e. Evidence of basic skills met by Bachelor's Degree and verification of subject matter competence by completion of an approved program or passage of the CSET.
f. University Catalog requirements met including Special Education and Teacher Education programs virtual classroom/school placements will not be approved. Placement policies by program provided below.
g. All service preconditions required by the CTC shall have been met.

4. Institution Reimbursement. University shall reimburse the Institution for supervision of an eligible Program at the completion of each semester or quarter. Institution shall submit an invoice based on generated report received from the University Honorarium Specialist. Honorarium eligibility and the honorarium amounts provided for supervision of University Intern(s) in an eligible Program are as set forth in "Exhibit A" attached hereto and incorporated herein by this reference. Notwithstanding, in no event shall the total honorarium amount for supervision per Intern exceed six hundred ($600.00). Upon receipt of invoice correlating to the University's Honorarium Specialist report, University shall pay the Institution within thirty (30) days following the date the Institution's invoice is received.

5. Insurance. The Institution and the University will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least $1,000,000 (one million dollars) for each occurrence and $2,000,000 (two million dollars) in the aggregate, with no exclusion for molestation or abuse. The Parties will provide proof of such insurance upon execution of this Agreement to each other. For purposes of this Agreement, each of the Parties will provide workers' compensation insurance coverage for their own employees.

6. Intern Employment Status. Interns shall be Institution employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.

7. Reservation of Right to Payment. Pursuant to Education Code Section 44462, Institution reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.

8. Non-Displacement of Certificated Employees. Pursuant to CTC requirements, upon request Institution shall provide written certification to University that each Intern placed with Institution has not displaced a certificated Institution employee, which shall enable University to verify to CTC that all statutory and CTC requirements have been met.

9. Teacher and Special Education Intern Support.
   a. To support Education Credential Interns, Institution and University will each provide a qualified supervisor to assist each Intern in a Program. Institution supervisors are called Site Support Providers ("SSP"). University supervisors are called University Support Providers ("USP"). Institution SSP will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by observing lessons with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. A minimum of two hours of support / mentoring and supervision must be provided to an intern every five instructional days.
   b. SSP shall hold a valid Clear or Life Credential in the content area for which they are providing supervision, three years of successful teaching experience, hold a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1, and must have demonstrated exemplary teaching practices.
   c. SSP must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments. For Teacher Education and Special Education support, SSP orientation may include a minimum of 10 hours of initial orientation provided through the University, with waivers possible for documented prior professional development. The program curriculum provides effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the Teaching Performance Expectations (TPEs) and the California Teaching Performance Assessment (Cal TPA) or Educational Specialist California Teaching Performance Assessment (EdSp CalTPA). The orientation will include specific Literacy requirements for all candidates, pursuant to SB488, including the CA Dyslexia Guidelines: https://www.cde.ca.gov/sp/se/ac/documents/cadyslexiaguidelines.PDF
   d. SSP and USP will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
   e. SSP and USP will meet without the Intern to discuss the Intern's progress, as needed.

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f. Concurrent with an Intern's experience at Institution, University will hold program orientation seminars for Interns and stated-approved training seminars for SSP. University representatives will review supervising techniques, establish procedures for conducting observations and provide assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to SSP.
g. Institution will include Interns in appropriate Institution support programs and regularly scheduled staff development activities.
h. Institution will designate a liaison, to ensure supervision and support assistance is provided to Interns at a minimum of 2 hours a week while employed as the teacher of record.
i. Institution and University will share supervision and ongoing support requirements totaling a minimum of 144 hours per school year. Interns without English Language Authorization must receive 45 hours of focused English Language instruction support per school year; (b)(5)(B) requires the employer to identify and individual with EL authorization who will be immediately available to assist an intern teacher who does not yet hold EL authorization. USP will monitor the completion of employer-provided support via an Intern Support Verification Form to verify the clockwork hours provided by SSP and/or employer support personnel. Forms must be submitted as part of the intern's clinical practice course assignments. Program faculty, program supervisors, and Institution-employed supervisors monitor and support Interns during their progress towards mastering the TPEs.
j. Employers who hire/place or wish to backdate interns outside National University clinical practice state offerings are required to provide 100% of the state mandated support (4 hours per week of general support, and 1.25 hours of EL specific support if the intern does not hold EL authorization) until the next available start date at which point the USP will provide University support services as noted in article (8.h.).
k. National University provides Institution-employed supervisors with a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The program ensures that Institution employed supervisors remain current in the knowledge and skills for Intern supervision and program expectations. The training/orientation will include specific Literacy requirements for all candidates, pursuant to SB488 including CA Dyslexia Guidelines: https://www.cde.ca.gov/sp/se/ac/documents/cadyslexiaguidelines.PDF.
l. Institution with interns must have an active fully qualified Credentialed administrator onsite.
m. University may request use of video capture for Intern reflection and CalTPA, EdSp CalTP, or CalAPA (California Administrator Performance Assessment) completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. Institution shall inform Special Education Credential Interns of video recording policies in place for the CalTPA, EdSp CalTPA, or CalAPA task video capture requirement.
n. Intern teaching schedule must reflect no less than 80% of each day in the content area of the intended credential, in a traditional, face-to-face classroom. Virtual classroom/school placements will not be approved except in emergency situations subject to University's sole discretion. Transitional Kindergarten (TK) placements are highly discouraged at this time and will require additional faculty approvals.
o. Interns in Special Education, Teacher Education/Inspired Teaching and Learning (ITL) programs are guided by the current California Teacher Performance Expectations (TPE).
p. The TPE include, but are not limited to, the teaching of literacy skills as described in TPE 7; specifically, 7.6. Meaning Making, 7.7. Language Development, and 7.8. Effective Expression, as in accordance with PSA 24-01.

10. School Counseling Intern Support
    a. To support Services Credential Interns, Institution and University will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services Credential: School of Counseling.
    b. SSP shall refer to an employee of the Institution holding a valid Pupil Personnel Services or other credential issued by the CTC or equivalent certification recognized by the Institution typically with two (2) or more years' experience as a school counselor.
    c. Clinical practice shall refer to the participation by an Intern in the duties and functions of a school counselor and may include school attendance worker under the direct supervision and instruction of one (1) or more Clinical Practice Supervisors holding a PPS School Counseling Credential.
    d. As required by the CTC, the School Counseling Paid Internship requires a minimum of 800 clock hours field experience. Interns must obtain hours in two (2) out of the three (3) levels (e.g., elementary, middle, and high school) over the 800 clock hours. Interns must have opportunity to gain supervised experience in comprehensive student support systems that provides prevention and intervention services on behalf of students around crisis and trauma, including but not limited to: suicide and homicide risk and assessment and school shootings. Interns must have the opportunity to work with students of diverse backgrounds (150 hours) as part of the 800 clock hours, including socioeconomic disadvantages, English

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learners, homeless youth, foster youth; students with disabilities (including Section 504 plans), students experiencing suspension and expulsion from school, sexual minority youth (LGBTQ+), racial and ethnic minorities. See CTC (May 2020) Pupil Personnel Services: School Counseling Preconditions, Program Standards, and Performance Expectations, Page 6 – Fieldwork at https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/pps-school-counseling-pdf.pdf?sfvrsn=28e552b1_4.

e. Institution and University shall independently determine the qualifications of their respective supervisors. Interns must meet with their SSP for one (1) hour of individual or one-and-one half (1.5) hours of small group SSP supervision per week. Small groups shall not exceed eight (8) Interns per group.
f. SSP and USP will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
g. SSP and USP will meet without the Intern to discuss the Intern's progress, as needed.
h. Concurrent with an Intern's experience at Institution, Institution may hold Program orientation seminars for Interns. An initial meeting is held with the SSP' training, University representatives to review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, and communicate intern schedules.
i. Institution will include Interns in appropriate Institution support programs and regularly scheduled staff development activities.
j. Institution will designate a liaison to ensure supervisory and support assistance to Interns at Institution.
k. USP will maintain contact with Interns remotely on a regularly scheduled basis to monitor each Intern's progress.
l. School Counseling Fieldwork Intern Duties (may include, but are not limited to):
   i. Attend regular supervision sessions with PPS credentialed site supervisor.
   ii. In collaboration with site supervisor, provide individual counseling to students with social, emotional, and behavioral issues.
   iii. Be an advocate to all students.
   iv. Assist with Special Education consultation.
   v. Collaborate and consult with parents and teachers to provide appropriate referrals.
   vi. Collaboration with special education teachers and general education teachers in implementing RTI.
   vii. Review of Special Education/Cumulative Records.
   viii. Conduct classroom observations in General Ed./Special Ed. classrooms.
   ix. Attend Individual Educational Plan (IEP) meetings.
   x. Facilitate Group Counseling sessions.
   xi. Provide teacher/parent consultation.
   xii. Design and implement behavioral Interventions.
   xiii. Participate in Student Study Teams (SST's).
   xiv. Help provide school-wide positive behavioral intervention support.
   xv. Provide intervention and consultation activities with students and families from culturally and linguistically diverse backgrounds.
   xvi. Provide comprehensive school counseling services as required by the American School counseling Association's (ASCA) National Model.

11. School Psychology Intern Support
   a. To support Services Credential Interns, Institution and University will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs.
   b. SSP shall refer to an employee of the Institution holding a valid Pupil Personnel Services or other credential issued by the CTC or equivalent certification recognized by the Institution typically with two (2) or more years' experience as a psychologist.
   c. USP shall refer to an employee of the University holding a valid Pupil Personnel Services or other credential issued by the CTC or equivalent certification recognized by the Institution typically with two (2) or more years' experience as a psychologist.
   d. Clinical Practice Assignment shall typically refer to a full day of Clinical Practice consisting of five (5) days a week for twelve (12) to eighteen (18) weeks, dependent upon the program. Clinical Practice Assignment shall satisfy all requirements set by the commission.
   e. The School Psychology Internship totals a minimum of 1,200 clock hours field experience. Interns must obtain hours in two (2) out of the three (3) levels (e.g., elementary, middle, and high school) over the 1,200 clock hours.

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f. Clinical practice shall refer to the participation by an Intern in the duties and functions of a psychologist or school attendance worker under the direct supervision and instruction of one or more Commission qualified Clinical Practice Supervisors.
g. Institution and University shall independently determine the qualifications of their respective supervisors.
h. SSP and USP will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
i. SSP and USP will meet without the Intern to discuss the Intern's progress, as needed.
j. Concurrent with an Intern's experience at Institution, Institution may hold Program orientation seminars for Interns and training seminars for SSP. Institution representatives will review supervising techniques, established procedures for conducting observations and providing assistance, introduce forms used within the Institution, communicate needs, and/or offer further training and materials to support Interns and Institution needs.
k. Institution will include Interns in appropriate Institution support programs and regularly scheduled staff development activities.
l. Institution will designate a liaison to ensure supervisory and support assistance to Interns at Institution.
m. USP will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.
n. School Psychology Internship Intern Duties (may include, but are not limited to):
   i. Special Education IEP Consultation & Presentation of Psycho-Educational Assessment Results.
   ii. Writing Psycho-Educational Reports which shall be reviewed by the Institution Supervisor.
   iii. Collaborate and consult with parents and teachers to provide Referrals to Parents/Teachers.
   iv. Design and Implement RtI/MTSS Interventions – both academic and behavioral/mental health.
   v. Review of Special Education/Cumulative Records.
   vi. Conduct Classroom Observations in General Ed./Special Ed. Classrooms.
   vii. Conduct Psycho-Educational Assessments-Full.
   viii. Facilitate Group/Individual Counseling.
   ix. Teacher/Parent Consultation.
   x. Design and Implement Behavioral Interventions.
   xi. Participate in Study Team Consultation.
   xii. Participate in Mandatory On-going weekly Supervision with Credentialed School Psychologist for a minimum of two hours a week.
   xiii. Documentation of services (e.g., assessment logs, evaluations) required by Institution and verified by the supervising school psychologist.
   xiv. School-wide positive behavioral intervention support.
   xv. Assessment, intervention and consultation activities with students and families from culturally and linguistically diverse backgrounds.
   xvi. Comprehensive and balanced school psychological services as required by the National Association of school Psychologists (NASP) Domains of Practice and Internship experience.

12. Preliminary Administrative Services Intern Support

Preliminary Administrative Services Interns must complete a range of activities in educational settings. Settings must:
a. Support the Intern's ability to complete the CalAPA.
b. Demonstrate commitment to collaborative student-centered practices and continuous program improvement.
c. Support partnerships with education, social, and community entities that support teaching and learning for all students.
d. Create a learning culture to support all students.
e. Understand and reflect socioeconomic and cultural diversity.
f. Support the Interns to access data, work with other educators, and observe teaching practice.
g. Permit video capture for Intern reflection and CalAPA completion to reflect to the extent possible Intern's knowledge skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. Institution shall inform Credential Intern of video recording policies in place for the CalAPA task video capture requirement.
h. SSP and USP will meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.

13. Academic Responsibility. University shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.

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14. Duration of Internship. Once an Intern has been accepted as an intern by Institution, and if the Intern remains in good standing in the Program at University and within the Institution's policies and performance standards, the Intern will be permitted to finish their internship at Institution. However, an Intern who performs below acceptable Institution or University standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the Institution and/or removed from their Program by the University. All services provided by University and Institution pursuant to this Agreement shall terminate upon an Intern's removal from the Institution or termination of participation in a Program.

15. Assessment. Assessment is a function of Clinical Practice in the Teacher Education Internship program (for the Teacher Education Internship Credential), and the Specialist Education Internship (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) the School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential) programs. Interns in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course(s). This pre-assessment, development and post-assessment will occur in collaboration with the SSP and the USP.

16. Video Assessment. Institution and University agree the use of video recording equipment on any Institution property, including but not limited to, Institution classrooms, is solely for the purpose of assessing Interns as part of the credentia ling process. The Institution shall provide University Site Support Providers and Interns with any or all applicable rules, regulations, and instructions relating to the assessment. The University and Institution agree no video recording of any Intern will occur without prior written notification of the name of the Intern as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the Institution shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in this section. The University and Institution agree no video recording of any Institution student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian.

17. Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all Interns and any other University personnel in connection with the assessment of the Interns, including, but not limited to, all classroom video recording of the Interns, shall be at the University's sole discretion.

18. Indemnity. The Institution shall defend, indemnify and hold the University, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Institution, its officers, employees, or agents.

    The University shall defend, indemnify and hold the Institution, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees, or agents.

19. Relationship of Parties. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership, or agency relationship between the parties.

20. Publicity. Neither University nor Institution shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

21. Records. It is understood and agreed that all employment records shall remain the property of Institution, and all student records, including Intern assessments, will remain the property of University.

22. Confidentiality of Student Intern Records. For purposes of this Agreement and pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates Institution and its facilities/educational sites as having a legitimate educational interest in the educational records of any student who participates in the Internship Credential Program to the extent that access to the records is required by Institution programs or facilities to which the Intern is assigned to carry out the

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relevant educational experience. Institution and its organizational components (i.e., programs) agree to maintain the confidentiality of each Intern's educational record in accordance with the provisions of FERPA.

23. Confidentiality of Institution Pupil Records. No Intern will have access to or have the right to receive any Institution pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Internship program. The discussion, transmission, or narration in any form by Interns of any individually identifiable pupil information, educational, medical, or otherwise, which is obtained in the course of the Internship program, is forbidden except as a necessary part of the practical Internship experience. To the extent an Intern is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Interns shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.

24. Limitation of Liability. Except for obligations to make payment under this Agreement, liability for indemnification, liability for breach of confidentiality, or liability for infringement or misappropriation of intellectual property rights, in no event shall either Party or any of its representatives be liable under this Agreement to the other Party or any third party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues or diminution in value arising out of, or relating to, and/or in connection with any breach of this Agreement, regardless of whether such damages were foreseeable, whether or not it was advised of the possibility of such damages and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

25. Certificate of Clearance. In accordance with California Education Code Section 44320, each credential Intern prior to assignment to Institution must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that Interns receive a Certificate prior to beginning their assignment in the Institution or hold a valid document issued by the CTC accounting for fingerprint clearance.

26. Tuberculosis Clearance. In accordance with the California Education Code Section 49406, each Intern must obtain, at the Intern's sole expense, an examination by a licensed physician or surgeon within the past sixty (60) days to determine that they are free of active tuberculosis, prior to beginning the Intern's assignment in the Institution.

27. Infectious Diseases. Institution shall inform and advise Interns and any USP regarding the current status of infectious diseases at Institution prior to arriving on site as well as provide appropriate PPE.

28. Non-Discrimination. University and Institution agree not to discriminate against any individual under this Agreement because of race, color, religion, sex, gender, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis.

29. Title IX. University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures (collectively, "Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on University-controlled or affiliated property, including institutions and entities with whom University places its employees or students. Further, such Regulations prohibit unequal treatment on the basis of sex/gender as well as sexual harassment, misconduct and violence. As a condition of employment, enrollment, doing business, or being permitted on University-controlled or affiliated property, the above-mentioned individuals, organizations, and entities must agree to: (1) Report any and all allegations of discrimination, harassment, (including sexual harassment, or violence) promptly to the Title IX Coordinator via the reporting form at the following link: https://www.nu.edu/reportit/,or by using one of the other methods of communication with the Title IX Coordinator found at the following link: https://www.nu.edu/title-ix/erp/; (2) Cooperate with University's investigation; and (3) Cooperate fully with all sanctions that University may impose against those who are found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, University reserves the right to take appropriate action, including but not limited to: immediate removal from University-controlled or affiliated property, discipline of employees and students (including termination of employment and/or enrollment); and/or termination of business or contractual relationships.

30. Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon

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notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

31. Entire Agreement and Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.

32. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.

33. Notices. All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.

34. Supersedes Prior Agreements. This Agreement supersedes any prior agreements between the parties with respect to the subject matter hereof, whether written or oral, and any such prior agreements are cancelled as at the date of this Agreement but without prejudice to any rights which have already accrued to either of the parties.

35. Representations. Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.

36. Force Majeure. Neither University nor Institution shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, pestilence, war, pandemic, embargo, strike, riot or the intervention of any governmental authority (each a "Force Majeure" event). In such Force Majeure event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure event, shall suspend performance only for such period of time as is necessary as a result of the Force Majeure event, and shall use reasonable efforts to resume performance as quickly as possible. If the Force Majeure event lasts longer than thirty (30) days, the other party may immediately terminate this Agreement by giving written notice to the delayed party.

37. General Provisions. The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; and (c) will be governed by California law.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first written above.

University: National University

By: _____
John Cicero, Ph.D.
Provost and Chief Academic Officer

Dated: _____

University Contact Information:
Contract Coordinator
National University
9388 Lightwave Ave.,
San Diego, CA 92131
Telephone (858) 642-8417
credcontracts@nu.edu

Institution: Tracy Joint Unified School District

By: _____

Name: _____

Title: _____

Dated: _____

Telephone: _____

Address: 1875 West Lowell Ave., Tracy, CA 95376-2291, USA

_____

National
UNIVERSITY

EXHIBIT A

Internship Programs

Institution and University wish to partner to support the following Programs:

Inspired Teaching and Learning Teacher Education Internship Credential
Special Education Internship Credential
Preliminary Administrative Services Internship Credential
Pupil Personnel Services Internship Credential: School of Counseling
Pupil Personnel Services Internship Credential: School of Psychology

Honorariums:

Honorarium amount of $300.00 per course is paid to the following programs:

Inspired Teaching and Learning Teacher Education Internship Credential
Special Education Internship Credential

Honorarium amount of $150.00 per course is paid to the following programs:

Pupil Personnel Services Internship Credential: School of Counseling
Pupil Personnel Services Internship Credential: School of Psychology

There is no honorarium provided for the following program:

Preliminary Administrative Services Internship Credential

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 17, 2026
RE: **Approve Individual Intern Agreement with CSU Stanislaus**

BACKGROUND: Tracy Unified School District currently employs interns through several colleges and universities. This has aided the district in increasing the number of candidates that are available for teaching positions within the district. This agreement between CSU Stanislaus and Tracy Unified School District will allow this individual, Cassandra Nicolaysen, to begin employment for the 2026-2027 school year.

RATIONALE: Previously, the university provided a general intern agreement. More recently, the university has offered individual intern agreements to meet the needs of individual intern students, This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Individual Intern Agreement with CSU Stanislaus.

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

TEACHING INTERNSHIP CREDENTIAL PROGRAM AGREEMENT
BETWEEN
CALIFORNIA STATE UNIVERSITY STANISLAUS
AND
SCHOOL DISTRICT

This Agreement is entered into by and between the Trustees of the California State University, Stanislaus, on behalf of California State University, Stanislaus, hereinafter referred to "University" and Tracy Unified School District, hereinafter, referred to as "District", sets forth the provisions and understanding between, the Department of Teacher Education, District, and Student Intern with respect to participation in the work experience.

WHEREAS, California State University, Stanislaus Internship Program allows participating school districts teacher candidates enrolled in the University's SB 2042 Credential Program to provide instructional services while they complete teacher preparation requirements.

WHEREAS, the purpose of this Agreement is to stipulate the rights and obligations of, each party as required under 5 C.C.R. section 80033.

THEREFORE, the parties mutually agree as follows:

A. RESPONSIBLITIES OF UNIVERSITY DEPARTMENT OF TEACHER EDUCATION

The Intern Coordinator Shall:

1. Verify that the potential intern meets the basic program criteria to become an intern.

2. Submit the University and District recommended Intern Credential Application to the California Commission on Teaching Credentialing (CCTC) and notify the District in writing that the student has been recommended, and the application has been forwarded. University will provide intern support for a maximum of two years from the date the Intern Credential is initially recommended.

3. Provide advisement to the intern regarding the best sequence of courses to complete all intern requirements in a timely manner.

4. Provide through designated intern support coursework a minimum of 72 hours (minimum 36 hours per academic semester) of support/mentoring and supervision to each intern teacher per school year to coach, model, and demonstrate within the classroom and assist with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies.

5. Provide through designated intern support coursework a minimum of 22.5 hours (minimum 11.25 hours per academic semester) of support/mentoring and supervision per school year, including in-classroom coaching that is specific to the needs of English learners. The support/mentoring and supervision should be distributed in a manner that

sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.

B. RESPONSIBILITES OF THE DISTRICT

The District shall:

1. Provide a Professional Development Plan for interns in consultation with a California Commission approved teacher preparation program. The Professional Development Plan shall include the following:

    a. Provisions for an annual evaluation of the intern.

    b. A description of the courses to be completed by the intern, if any, and a plan for completing pre-service or other clinical training, if any, including student teaching.

    c. Provide a minimum of 72 hours (minimum 36 hours per academic semester) of general support/mentoring and supervision to each intern teacher per school year to coach, model, and demonstrate within the classroom and assist with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies. Provide an average of not less than one hour per week of individualized support and/or mentoring coordinated by the mentor. This additional direct support can include formal district trainings or workshops, professional learning community meetings (PLC), department meetings, faculty meetings, formal observations, individualized student learning plan meetings, etc.

    d. The support and mentoring will address the needs of students in the placement:

        i. Special Education: Provide instruction/support during the first semester of service for interns teaching in kindergarten or grades 1 to 6 inclusive in child development and teaching methods and special education programs for pupils with mild and moderate disabilities.

        ii. Bilingual: Instruction/support, during the first year of services, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the methods of teaching children with mild and moderate disabilities.

2. Provide additional 22.5 (minimum) hours of support/mentoring and supervision per academic school year (minimum 11.25 hours per academic semester), including in-classroom coaching that is specific to the needs of English learners. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners. This additional direct support can include formal trainings, workshops,

professional development opportunities, PLC meetings, department meetings, faculty meetings, and/or district mentorship that specifically targets the instruction and support of English learners.

3. District employed mentor teachers are selected by the District. Mentor teachers should hold a Clear Credential and an English Learner (EL) Authorization in the content area for which they are providing mentorship/support and have a minimum of three years of content area K-12 teaching experience. The District Mentor teacher must have demonstrated exemplary teaching practices as determined by the employer and the preparation program.

4. Abide by the University requirement and timelines for student admittance to the Credential Programs. The University will only accept interns who meet all admission requirements to the University and the Internship Credential Program by the University census date.

5. Allow the University sufficient time, 20 business days to process the student's application for the Internship Credential after all required paperwork has been received.

6. Avoid assigning the intern any substantial outside responsibilities (e.g., coaching or other extracurricular activities) and recognize that the intern's teaching load is the primary responsibility requiring their full attention to successfully complete the program. The District will recognize the intern requirement to fully attend and receive credit for all intern support classed provided by the University and taken per semester by the intern.

7. Pay the intern salary during the internship.

8. Consult the local bargaining unit on matters pertinent to the Internship Program.

9. Terminate the training agreement if it is found that continuing is detrimental to pupils or if, based on performance to date, District or University supervisors recommend dismissal from the Internship Program.

10. Interns should not replace certified employees in the District.

C. RESPONSIBILITES OF THE STUDENT INTERN

The Student Intern Shall:

1. Enroll and fully participate in the appropriate intern support course (i.e., intern seminar for those who are still completing the credential program, TPA prep course, and/or RICA workshop course) through the University's Continuing and Professional Education each semester while supported under the Intern Credential. Interns must register and pay for their intern support course(s) prior to the University census date and must receive credit for all support courses taken as an intern to remain in good standing with the University.

2. Complete, maintain, and submit the Intern Clinical Hours Log to their intern support instructor(s) each semester while supported by the Intern Credential. This log is meant to document proof of accrued district supported professional development including a minimum of 72 hours (minimum 36 hours per academic semester) of general support/mentoring and/or supervision and an additional 22.5 (minimum 11.25 hours per academic semester) hours of support/mentoring and/or supervision specific to the needs of English learners.

3. The intern support course(s) and professional development activities must add up to a minimum of 144 hours of support/mentoring and/or supervision per intern teacher per school year to include coaching, modeling, and demonstration within the classroom and to assist with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies. These hours are in addition to and separate from the hours required for the program courses taken in the credential program to earn the SB2042 Preliminary Teaching Credential. Maintenance of the records are required to prove the interns have participated in a minimum of 144 hours of general support/mentorship as required by CCTC. (CCTC Program Standards, a student who fails to fully participate in the appropriate intern support course meeting and participate in professional growth activities, will have their intern credential revoked).

4. Complete and submit each semester while supported by the Intern Credential the Intern Professional Development Plan documenting the intern's strengths and challenges with their pedagogical practice in alignment with the Teacher Performance Expectations (TPEs).

5. Perform all duties assigned by the District to teachers.

6. Meet the legal, ethical, and professional standards expected of credentialed teachers.

7. Recognize the continuation as an intern is contingent upon demonstration of satisfactory teaching competence and remaining in good standing with the University's Intern Program. Termination of a teaching assignment based on inadequate performance is the responsibility of the District and the University based on their professional judgment.

8. Complete Teaching Internship Credential Program Supplemental Data as reference in Exhibit A, hereinafter made part of this Agreement and provide pertinent information promptly when requested by the University or the District.

9. Upon completion of the last course in the Credential Program and passage of TPAs and/or RICA, apply for the Preliminary Credential as required by CCTC.

D. TERM

The term of this Agreement shall be for a period of five (5) years from the date of execution. The Agreement may be terminated by either party after giving the other party a thirty (30) days written termination notice. Any such notice of termination shall ensure that participating student interns have completed the program.

E. INDEMNIFICATION

Each party shall indemnify, defend, and hold harmless the other party, the State of California, respective officers, agents, and employees from any and all claims and losses accruing or resulting to any other person, firm, or corporation furnishing, or supplying work, service, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation related to arising out of or resulting from performance of this Agreement.

IN WITNESSS WHEREOF, by signing this Agreement, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature.

CALIFORNIA STATE UNIVERSITY, STANISLAUS	**TRACY UNIFIED SCHOOL DISTRICT**
By: _____	By: _____
Name: _____	Name: Tammy Jalique
Title: _____	Title: Associate Superintendent for HR
Date: _____	Date: _____

EXHIBIT A

TEACHING INTERNSHIP CREDENTIAL PROGRAM SUPPLEMENTAL DATA

CHECK THE APPROPRIATE CREDENTIAL:

_X__ Education Specialist: Mild/Moderate Intern Credential

____ Education Specialist: ES Extensive Needs Intern Credential

____ Multiple Subject Intern Credential _____ with Bilingual Authorization in _____

___ Single Subject Intern Credential in ____ with Bilingual Authorization in ____

_____Early Childhood Education Credential

1. PERSONAL INFORMATION

Full Name: Cassandra Nicolaysen

CSU Stanislaus Student Identification Number: 002650180

2. SCHOOL INFORMATION

School District (Do not abbreviate with initials):
Tracy Unified School District

Assigned School: West High School

Street Address: 1775 W. Lowell Ave

City: Tracy State: CA Zip: 95376

School Telephone:
209-830-3370

Principal (First AND Last Name):
Gary Henderson

Grade(s) & Subject(s):
Grades 9-12, special education

Do you hold an emergency permit? If yes, expiration date: 08/01/2026

3. CONTRACT INFORMATION (TO BE COMPLETED BY HIRING AGENCY)

County: San Joaquin County Code: 39 District Code: 75499

Name of Assigned Support Provider/Mentor at School Site:

Jill Baranowitz

HR Department Contact:

Name: Alexandra Aguilar Email: alaguilar@tusd.net Phone #: 209-830-3260

Initial internship employment **will begin** on 08/01/2026 and end on 08/01/2028

(note: initial date cannot be past **90 days**)

Type of Classroom: Special Education General Education No

Bilingual Education (BILA) No

Total Number of Days in the Week the Intern Will Be Teaching: 5

Signature of School Official Date

Name of School Official

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 the Local Control Accountability Plan (LCAP)**

BACKGROUND: Education Code Section 52060 requires that:

52060. (a) .....The governing board of each school district shall adopt a Local Control and Accountability Plan (LCAP) using a template adopted by the State Board of Education.

(b) A Local Control and Accountability Plan adopted by the governing board of a school district shall be effective for a period of three years, and shall be updated on or before July 1 of each year.

(c) A Local Control and Accountability Plan adopted by the governing board of a school district shall include, for the school district and each school within the school district, both of the following:

(1) A description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to Section 52052, to be achieved for each of the state priorities identified in subdivision (d) and for any additional local priorities identified by the governing board of the school district. For purposes of this article, a subgroup of pupils identified pursuant to Section 52052 shall be a numerically significant pupil subgroup as specified in paragraphs (2) and (3) of subdivision (a) of Section 52052.

(2) A description of the specific actions the school district will take during each year of the Local Control and Accountability Plan to achieve the goals identified in paragraph (1), including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state priorities listed in paragraph (1) of subdivision (d). The specific actions shall not supersede the provisions of existing local collective bargaining agreements within the jurisdiction of the school district.

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, a parent advisory committee, and a separate EL parent advisory committee.
- 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 and the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2026.
- In addition, as part of the LCAP and LCAP approval process this year, Board approval is not required for the LCAP Federal Addendum. The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs can meet the Local Educational Agency (LEA) Plan provisions of the ESSA. The LCAP Federal Addendum Template has been updated and submitted to the California Department of Education (CDE) to apply for ESSA funding.

RATIONALE: District staff members have solicited input from the required stakeholder groups by means of meetings and stakeholder surveys. Survey results and recommendations brought forth were analyzed and incorporated into the LCAP. 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.

As per statue, on June 9th, 2026, a Public Hearing was held to solicit further recommendations and comments from the public regarding anticipated actions and expenditures in the LCAP.

FUNDING: No funding is required for this agenda item

RECOMMENDATION: Approve the 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: June 5, 2026
SUBJECT: **Approve the 2026-2027 Tracy Charter School Local Control Accountability Plan (LCAP), LCAP Annual Update, and Budget Overview for Parents**

BACKGROUND: The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies to share their stories of how, what, and why programs and services are selected to meet their local needs.

The components of the LCAP for the 2026–2027 LCAP year must be one document to include:

- LCFF Budget Overview for Parents
- Plan Summary
- Engaging Educational Partners
- Goals and Actions
- Increased or Improved Services for Foster Youth, English Learners, and Low-income students
- Action Tables
- Instructions

Pursuant to Education Code Section 52060:

(a) The governing board of each school district shall adopt a Local Control and Accountability Plan (LCAP) using a template adopted by the State Board of Education.

(b) A Local Control and Accountability Plan adopted by the governing board of a school district shall be effective for a period of three years, and shall be updated on or before July 1 of each year.

(c) A Local Control and Accountability Plan adopted by the governing board of a school district shall include, for the school district and each school within the school district, both of the following:

(1) A description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to Section 52052, to be achieved for each of the state priorities identified in subdivision (d) and for any additional local priorities identified by the governing board of the school district. For purposes of this article, a subgroup of pupils identified pursuant to Section 52052 shall be a numerically significant pupil subgroup as specified in paragraphs (2) and (3) of subdivision (a) of Section 52052.

(2) A description of the specific actions the school district will take during each year of the Local Control and Accountability Plan to achieve the goals identified in paragraph (1), including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state priorities listed in paragraph (1) of subdivision (d). The specific actions shall not supersede the provisions of existing local collective bargaining agreements within the jurisdiction of the school district.

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, a parent advisory committee, and a separate EL parent advisory committee.
- 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 and the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2026.

RATIONALE: Tracy Charter School solicited input from the required educational partners by means of meetings and surveys. Survey results and recommendations brought forth were analyzed and incorporated into the LCAP.

This agenda item supports Tracy Charter 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.; Tracy Charter Goal #2: Provide a safe and equitable learning environment for all students and staff.

As is required, on June 9, 2026, a Public Hearing was held to solicit further recommendations and comments from the public regarding anticipated actions and expenditures which will impact student learning for all pupils as well as at-risk pupils in TUSD as proposed in the LCAP plan.

FUNDING: No funding is required for this agenda item.

RECOMMENDATION: Approve the 2026-2027 Tracy Charter School Local Control Accountability Plan (LCAP), LCAP Annual Update, and Budget Overview for Parents.

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assocociated Supt of Business Services
DATE: May 27, 2026
SUBJECT: **Adopt the 2026-27 Annual School District Budget**

BACKGROUND: Education Code Section 42127 requires that:

42127. (a) On or before July 1 of each year, the governing board of each school district shall accomplish the following:

(1) Hold a public hearing on the budget to be adopted for the subsequent fiscal year. The agenda for that hearing shall be posted at least 72 hours prior to the public hearing and shall include the location where the budget will be available for public inspection.

The requirements also include that the governing board of each district shall:

(2) Adopt a budget. Not later than five days after that adoption or by July 1, whichever occurs first, the governing board shall file that budget with the county superintendent of schools. That budget, and supporting data, shall be maintained and made available for public review. ...

(b) Commencing with budgets adopted for the 2015–16 fiscal year, the governing board of a school district that proposes to adopt a budget, or revise a budget pursuant to subdivision (e), that includes a combined assigned and unassigned ending fund balance in excess of the minimum recommended reserve for economic uncertainties adopted by the state board pursuant to subdivision (a) of Section 33128, shall, at the public hearing held pursuant to paragraph (1), provide all of the following for public review and discussion:

(i) The minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.

(ii) The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.

(iii) A statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties for each fiscal year that the school district identifies an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties, as identified pursuant to clause (ii).

(c) The county superintendent of schools shall do all of the following:
Examine the adopted budget to determine whether it complies with the standards and criteria adopted by the State Board of Education pursuant to Section 33127 for application to final local educational agency budgets. The superintendent shall identify, if necessary, any technical corrections that must be made to bring the budget into compliance with those standards and criteria.
(2) Determine whether the adopted budget will allow the district to meet its financial obligations during the fiscal year and is consistent with a financial plan that will enable the district to satisfy its multiyear financial commitments.

(3) (e) On or before September 8, the governing board of the school district shall revise the adopted budget to reflect changes in projected income or expenditures subsequent to July 1, and to include any response to the recommendations of the county superintendent of schools, shall adopt the revised budget, and shall file the revised budget with the county superintendent of schools. Prior to revising the budget, the governing board shall hold a public hearing regarding the proposed revisions, to be conducted in accordance with Section42103. The revised budget, and supporting data, shall be maintained and made available for public review.

42127.6 The county superintendent shall review and consider studies, reports, evaluations, or audits of the school district that contain evidence that the school district is demonstrating fiscal distress under the standards and criteria adopted in Section 33127 or that contain a finding by an external reviewer that more than three of the 15 most common predictors of a school district needing intervention, as determined by the County Office Fiscal Crisis and Management Assistance Team, are present. If these findings are made, the county superintendent shall investigate the financial condition of the school district and determine if the school district may be unable to meet its financial obligations for the current or two subsequent fiscal years, or should receive a qualified or negative interim financial certification pursuant to Section 42131.

District Policy 3100, Budget, states that the Governing Board accepts responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, and priorities.

RATIONALE: During the board meeting of June 9, 2026, the Board of Trustees conducted a public hearing on the budget to be adopted for the subsequent fiscal year. At the same meeting, staff discussed with the Board of Trustees the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget, the combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for

economic uncertainties for each fiscal year identified in the budget, and made a statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties for each fiscal year that the school district identifies an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties, as identified pursuant to clause. The proposed rationale for maintaining reserves in excess of three percent during the budget year was that TUSD is not only required to maintain a 3% reserve in the budget year, but in each of the subsequent two years. Planned deficit spending will erode the ending balance over three years. The current ending balance is required to meet the three year mandate.

In January of 2026, Governor Newsom proposed the California State Budget for 2026-2027. Because the State of California is the greatest source of funds for Tracy Unified School District operations, the Governor's January budget proposal is a key source of information for planning. His budget plan was revised in May, but has not yet been adopted by the California Legislature.

While the Governor and the legislature continue to develop a budget agreement, the San Joaquin County Office of Education (SJCOE) has offered guidelines for district budget development. The actual budget may differ from the budget ultimately adopted by the Governor and the legislature. However, the SJCOE guidelines allow the TUSD to develop a budget in accordance with mandated timelines.

Reserves for economic uncertainty are held at higher levels than recommended by the state board pursuant to subdivision (a) of Section 33128. These reserves are intended to meet the requirements of Education Code 42137.6 that a district demonstrate an ability to meet its financial obligations for the current or two subsequent fiscal years.

FUNDING: Given the budgeting guidelines offered by SJCOE, the ending balance from the 2025-2026 school year is projected to be adequate to meet the planning obligation for the 2026-27, the 2027-28, and the 2028-29 school years. Therefore, the proposed budget complies with Education Code Section 33127 which sets forth standards and criteria to be reviewed and used by local educational agencies in the development of annual budgets and the management of subsequent expenditures from that budget. The proposed budget will allow the district to meet its financial obligations during the fiscal year, and to satisfy its multiyear financial commitments.

RECOMMENDATION: Adopt the 2026-27 Annual School District Budget.

Prepared by: Tania Salinas, Associate Superintendent of Business Services

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: June 8, 2026
SUBJECT: **Approve the Award of Request for Proposal (RFP) for Special Education Student Transportation Services**

BACKGROUND: Tracy Unified School District issued Request for Proposals (RFP) No. 26-01 for Special Education Student Transportation Services to secure transportation services for students whose individualized education programs and other student needs require specialized transportation. The services are provided on an as-needed basis and support transportation to educational placements both within and outside the District. Proposals were solicited in accordance with District purchasing procedures, and responses were evaluated by a committee using the criteria identified in the RFP, including cost, capacity and resources, service reliability and responsiveness, safety and compliance, and past performance on student transportation contracts.

RATIONALE: Based on the results of the evaluation process, the staff determined that Pawar Transportation submitted a proposal offering the best overall value to the district and is qualified to provide the required services. Awarding the contract to Pawar Transportation will ensure the district's continued ability to provide safe, reliable, and compliant transportation services for students with specialized transportation needs.

Staff recommend that the Board of Education award RFP No. 26-01, Special Education Student Transportation Services to Pawar for an initial three-year term commencing July 1, 2026, and ending June 30, 2029. The agreement includes the option, by mutual agreement of the parties and upon Board approval, to renew the contract for up to two (2) additional one-year terms, for a maximum contract term ending June 30, 2031.

FUNDING: Funding source will be 602 funding for Special Education, account string 01-6500-0-5770-1110-5800-800-2542

RECOMMENDATION: Approve the Award of Request for Proposal (RFP) for Special Education Student Transportation Services

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

BID FORM AND PROPOSAL

To: Board of Education of Tracy Unified School District ("District")

From: Pawar Transportation LLC
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all services in accordance with the terms and conditions of the Contract Documents for the following contract:

Special Education Student Transportation Services Bid
Bid No. 26-01

("Contract") and will accept in full payment for the Services at the following prices, which includes all taxes, insurance, bonds, license fees, permits, or any other expense. The District will not be responsible for any costs not specified here or elsewhere in the Contract Documents.

Bidder may submit its bid for all Services or a portion of the Services.

Please see attached bid packet - Page 7, Section H for Full Fee Schedule

TRANSPORTATION DURING SCHOOL YEAR:			
Special Needs Transportation Services: Rate per mile - 1-3 transported to the same location in a passenger vehicle	For 2026/27: $35 base rate $2.60per mile	For 2027/28: $ 35 base rate $2.70 per mile	For 2028/29: $35 base rate $2.80 per mile
Special Needs Transportation Services: Rate per mile – 1-3 transported to the same location in a wheelchair accessible passenger vehicle	For 2026/27: $60 base rate $3.00 per mile	For 2027/28: $60 base rate $3.10 per mile	For 2028/29: $60 base rate $3.20 per mile
Vehicle Aides: Rate per Route	For 2026/27: $ 30.00 per hour	For 2027/28: $ 30.00 per hour	For 2028/29: $ 30.00 per hour
Dedicated Route Driver (DRD): Rate per Route	For 2026/27: $ included in price	For 2027/28: $ included in price	For 2028/29: $ included in price

TRANSPORTATION FOR EXTENDED SCHOOL YEAR (ESY):			
Special Needs Transportation Services: Rate per mile – 1-3 transported to the same location in a passenger vehicle	For 2026/27: $ 35 base rate $2.60 per mile	For 2027/28: $35 base rate $2.70 per mile	For 2028/29: $ 35 base rate $2.80 per mile
Special Needs Transportation Services: Rate per mile – 1-3 transported to the same location in a wheelchair accessible passenger vehicle	For 2026/27: $ 60 base rate $3.00 per mile	For 2027/28: $60 base rate $3.10 per mile	For 2028/29: $ 60 base rate $3.20 per mile

CONTINUED TRANSPORTATION FOR EXTENDED SCHOOL YEAR (ESY):			
Vehicle Aides: Rate per Route	For 2026/27: $30 per hour	For 2027/28: $ 30 per hour	For 2028/29: $ 30 per hour
Dedicated Route Driver (DRD): Rate per Route	For 2026/27: $ included in price	For 2027/28: $ included in price	For 2028/29: $ included in price

1. The undersigned has reviewed the Services outlined in the Contract Documents and fully understands the scope of Services required in this Proposal and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

2. The undersigned agrees to commence service under this Contract on the date established in the Contract Documents.

3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents and has contacted the District before the bid date to verify the issuance of any clarifying Addenda.

4. The following documents are attached hereto:

   - Bidder Information Form
   - Bidder's Statement Regarding Insurance Coverage
   - Non-Collusion Declaration

   Please see attached bid packet - Page 7, Section H for Full Fee Schedule

5. Receipt and acceptance of the following addenda is hereby acknowledged:

No. 1, Dated 05/20/2026	No.___, Dated _____
No.___, Dated _____	No.___, Dated _____
No.___, Dated _____	No.___, Dated _____

6. Bidder represents that it is properly licensed to do business in the State of California and to perform the Services to be performed.

7. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Services to be performed.

8. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claims Act. It may also be considered fraud, and the Contractor may be subject to criminal prosecution.

Section H — Fee Schedule Transparency

Per Addendum 1 – *If applicable, and upon request, Pawar can provide a flat-rate fee schedule.*

Fee Item	Amount	Notes
Base trip / route fee 1-3 transported to the same location in a passenger vehicle	Base rate $35.00	Plus $2.60 per mile
Wheelchair accessible passenger vehicle – **limited availability**	Base rate $60.00	Plus $3.00 per mile
Minimum charge per trip	$50.00	
Fuel surcharge	N/A	
After-hours / early-morning dispatch fee	N/A	
Cancellation (≥2 hrs notice)	No charge	
Cancellation (<2 hrs notice)	Full trip rate	
Student no-show (not ready at pickup)	Full trip rate	Driver waits 15 min standard, exceptions case-by-case
Wait time	No charge up to 15 min	
Equipment (car seats, boosters, tether mounts, buckle guards)	$0	Included at no charge
GPS / camera technology – footage stored 30 days	$0	Included at no charge
Mid-year route changes / dry runs	$0	Included at no charge
Vehicle Aides	$30.00 per hour	Minimum of 4 hours

Key Information

- Wheelchair Accessibility: Limited availability; please request in advance.
- Driver Consistency: All routes are assigned to Dedicated Route Drivers (DRD) to build trust and reliability for students and routes.
- Cancellation Policy: Cancellations made at least 2 hours before the scheduled pickup time will not incur any charges.
- Cancellations made less than 4 hours before the scheduled pickup time, or in no-show cases, will be subject to a fee of 100% of the daily route rate.
- Cancellation Process: All cancellations must be requested in writing via email or through the designated contact method provided by Pawar Transportation.
- Billing Details: Pawar Transportation LLC | 3673 Vista Charonoaks, Walnut Creek, CA 94598

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: June 23, 2026
SUBJECT: **Accept the 2024-2025 Independent Financial Audit and Performance Audit for Measure B General Obligation Bonds**

BACKGROUND: When a school bond measure is authorized pursuant to Section 1 of Article XIIIA of the California Constitution as amended with the passage of Proposition 39 which was approved by voters on November 7, 2000, the School Board is subject to certain accountability requirements. Proposition 39 requires that each year the Board conduct an independent audit for the purpose of ensuring that the Bond proceeds have been expended only on specific projects as listed in the bond measure. In addition, each year the Board must conduct an independent financial audit of expended Bond proceeds until all of the funds have been expended on the specific school facilities projects from the project list.

RATIONALE: The audits for the 2024-2025 fiscal year are complete and are being brought to the board for acceptance. The financial report states that in the auditor's opinion, the district's records represent fairly, in all material respects, the financial position and results of operations for the Bond Building Funds of Tracy Unified School District. The objective of the performance audit is to provide an independent assessment of the District's compliance with certain state laws and procedures to ensure that the bond funds have been expended only on the specific projects listed in the ballot measure. There were no recommendations or matters to report in the financial and performance audits.

FUNDING: The costs of annual audits are funded by bond proceeds.

RECOMMENDATIONS: Accept the 2024-2025 Independent Financial Audit and Performance Audit for Measure B General Obligation Bonds

Prepared by: Tania Salinas, Associate Superintendent of Business Services

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: June 23, 2026
SUBJECT: **Adopt Resolution No. 25-23 Committed Fund Balance**

BACKGROUND: The Governmental Accounting Standards Board (GASB) issued Statement #54 (GASB 54) as guidance for local governments to identify specific uses for fund balances that meet certain criteria. The "commitment of fund balance" is the highest level of fund balance constraint that can be approved by a governing board. Once the governing board has taken such action, the fund balance shall not be used for any other purpose unless the governing board approves the removal of the "commitment of fund balance."

RATIONALE: The district can experience unexpected costs. The governing board of the Tracy Unified School District wishes to commit funds in the general fund and special reserve fund for technology standards, declining enrollment, cash flow, and mitigation of volatility in funding or expenditures. Adoption of this resolution will provide the administration with the authorization necessary to commit funds.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution No. 25-23 Committed Fund Balance

Prepared by: Lori Nelson, Director of Financial Services.

TRACY
UNIFIED SCHOOL DISTRICT

TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION # 25-23
COMMITTED FUND BALANCE

WHEREAS, school district governing boards are responsible for maintaining the fiscal solvency of the schools they govern;

WHEREAS, GASB 54 established the category of committed fund balance in February, 2009;

WHEREAS, the purpose of creating the committed fund balance in GASB 54 is to improve financial reporting by providing fund balance categories that will be more easily understood;

WHEREAS, the governing board of the Tracy Unified school district wishes to establish a committed fund balance in the general fund and the special reserve fund for other than capital outlay projects in conformance with GASB 54 and the standards and criteria established by the State Board of Education pursuant to Education Code section 33127;

WHEREAS, the State Board of Education revised their criteria and standards for fiscal solvency for budget and interim financial reports in December 2013;

WHEREAS, the California Department of Education, in its website, urges school districts to commit to maintaining a prudent level of financial resources to protect against the need to reduce services because of temporary revenue short falls or unpredicted expenditures;

WHEREAS, the governing board of the Tracy Unified school district wishes to commit funds in the general fund and special reserve fund for technology standards, declining enrollment, cash flow, and mitigation of volatility in funding or expenditures,

WHEREAS, maintaining positive cash flow will diminish the need for borrowing and its associated costs;

WHEREAS, California's tax system relies heavily on income taxes paid by individuals and businesses, which are volatile revenue sources;

WHEREAS, the district can experience unexpected costs for special education students with highly specialized needs, emergency facility repairs, natural disasters that reduce school attendance and associated school funding for lawsuits that result in costly settlements or judgments against the district;

WHEREAS, the district is in need of replacing technology according to the district technology standards;

WHEREAS, in the event that the school district needs to borrow money, healthy reserves will provide the district with a higher rating from the credit rating agencies and lower interest rates;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. It is hereby determined that the adjusted amount of $18,335,553.74 is hereby committed from the General Fund.

2. It is hereby determined that the adjusted amount of $13,095,580.00 is hereby committed from the Special Reserve Fund for Other Than Capital Outlay Projects.

3. The governing board of the school district reserves the right to modify these committed reserves in the future, by resolution, as the need arises.

PASSED AND ADOPTED, THIS 23rd day of June 2026, by the Board of Trustees of the Tracy Unified school district by the following vote:

AYES: **NOES:** **ABSTAIN:** **ABSENT:**

Attest

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District

District: Tracy Unified School District

2026-27 Adopted Budget

Reasons for Assigned and Unassigned Ending Fund Balances above the Minimum Economic Uncertainty Reserve

Education Code Section 42127(a)(2)(B) requires providing all of the following for public review and discussion:
(i) The minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.
(ii) The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.
(iii) A statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties for each fiscal year that the school district identifies an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties, as identified pursuant to clause (ii).

Minimum Recommended Reserve for Economic Uncertainty & Combined Assigned and Unassigned/Unappropriated Fund Balances:	2026-27 Budget	2027-28 MYP	2028-29 MYP
Objects 9780/9789/9790:			
Fund 01: General Fund	$43,844,022.00	$43,434,513.00	$45,384,753.00
Fund 17: Special Reserve Fund for Other Than Capital Outlay Projects	$13,095,580.00	$13,095,580.00	$13,095,580.00
Total Assigned and Unassigned Ending Fund Balances	$56,939,602.00	$56,530,093.00	$58,480,333.00
District Standard Reserve Level (Form CS Line 10B-4)	3%	3%	3%
Fund Combined Unrest/Rest Expenses and Financing Uses (MYP Line 11)	$251,190,258.00	$247,248,765.00	$248,547,237.00
Less District Minimum Reserve for Economic Uncertainties	$7,562,308.00	$7,417,463.00	$7,456,418.00
Remaining Balance to Substantiate Need	$49,377,294.00	$49,112,630.00	$51,023,915.00

Reasons for Fund Balances above Minimum Reserve for Economic Uncertainties:				
Fund	Description of Reason	2026-27 Budget	2027-28 MYP	2028-29 MYP
01	Committed Technology Standards, Declining Enrollment	$18,335,553.74	$18,320,196.74	$20,140,589.74
01	Nonspendable Reserves	$389,439.26	$389,439.26	$389,439.26
01	Assigned Technology Standards	$17,556,721.00	$17,307,414.00	$17,398,306.00
17	Committed Technology Standards, Declining Enrollment	$13,095,580.00	$13,095,580.00	$13,095,580.00
	Insert or Delete Rows above as needed			
	Total of Substantiated Needs	$49,377,294.00	$49,112,630.00	$51,023,915.00
	Remaining Unsubstantiated Balance	**$0.00**	**$0.00**	**$0.00**

Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: June 23, 2026
SUBJECT: **Adopt New Board Policy 4156 and 4256 Personal Property (Second 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. (Second 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

ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Robert Pecot, Superintendent
DATE: June 15, 2026
SUBJECT: **Adopt Resolution No. 25-24 to Excuse Meeting Absence of Board Member**

BACKGROUND: Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to a hardship deemed acceptable by the board;"

RATIONALE: Board of Education member Richard Fagin was absent for the regular meeting of June 9, 2026. The Board Trustees find that Richard Fagin's absence from the meeting of June 9, 2026 was due to a scheduling conflict of a board committee meeting, a hardship deemed acceptable by the Board of Education;

FUNDING: Unrestricted General Fund, Previously Budgeted.

RECOMMENDATION: Adopt Resolution No. 25-24 to Excuse Meeting Absence of Board Member.

Prepared by: Dr. Robert Pecot, Superintendent.

TRACY
UNIFIED SCHOOL DISTRICT

TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 25-24
RESOLUTION TO EXCUSE MEETING ABSENCE OF BOARD MEMBER

WHEREAS, Board Bylaw 9250 and Education Code §35120 provide that a Board member "may be paid for any meeting when absent if the board, by resolution duly adopted and included in its minutes, finds that at the time of the meeting the member is performing services outside the meeting for the school district, the member was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board;"

WHEREAS, Board of Education member Richard Fagin was absent for the regular meeting held June 9, 2026 as he was performing services related to school district business;

NOW, THEREFORE, BE IT RESOLVED that the Board Trustees find that Richard Fagin's absence from the regular meeting of June 9, 2026 was due to a hardship deemed acceptable by the Board of Education;

BE IT FURTHER RESOLVED that the Board of Education therefore determines that Mr. Fagin shall be paid for his absence from the regular meeting of June 9, 2026, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of June 23, 2026.

Resolved this 23th day of June, 2026 at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

Clerk, Board of Education
Tracy Unified School District

President, Board of Education
Tracy Unified School District

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 22, 2026
SUBJECT: **Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for All TUSD Schools**

BACKGROUND: In November of 2022, Proposition 28: The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act was successfully passed by California voters. This measure mandates the establishment of ongoing support for arts instruction in schools starting from the academic year 2023-2024. Specifically, one percent of the K-12 portion of the Proposition 98 funding guarantee from the previous fiscal year, excluding funding allocated for the Arts and Music in Schools (AMS) program, will be earmarked for this initiative. The California Department of Education (CDE) will determine the allocation of grants to individual school sites on an annual basis. Subsequently, each school will provide input as to which arts education programs they wish to offer. In this decision-making process, school leaders will collaborate with teachers, families, and students, ensuring that the choices made best serve the unique needs of their local school community. The District will help facilitate the sharing of teachers, aides as well as contracted community arts partners amongst the schools to allow for maximum access to a variety of art forms based on the interests of the school community.

Each year, an annual report of the Schools' Prop 28 Plans must be presented to the LEA/District's Governing Board, and Governing Board approval is required. Following Board approval, the Plans are to be posted on the District's, Schools', and the CDE Websites.

RATIONALE: The legislation allocates 1 percent of the kindergarten through grade twelve (K–12) portion of the Proposition 98 funding guarantee provided in the prior fiscal year, excluding funding appropriated for the AMS education program. Local educational agencies (LEAs) with 500 or more students are required to ensure that at least 80 percent of AMS funds to be expended are used to employ certificated or classified employees to provide arts education program instruction. The remaining 20% will fund training supplies, curriculum, professional learning, materials, and arts educational partnership programs.

Tracy Unified will receive approximately $2,537,064.00 per year in Prop 28 funding to expand arts education access for all students. The annual allocation will provide TUSD students across all grade levels with greater access to the arts to help foster students' creativity and self-expression and boost critical thinking skills. These efforts include but are not limited to:

- More opportunities for Visual and Performing Arts (VAPA) art, dance, theater and music instruction for elementary school students
- Greater access to visual and performing arts through electives and expanded programs for all middle and high school students
- Additional staffing and support to help bolster all existing art programs in TUSD

The funds from Proposition 28 can be utilized for a wide range of arts education purposes. These include, but are not limited to, providing instruction and training, acquiring necessary supplies and materials, and establishing partnerships with arts organizations for enhanced educational programs. The supported art forms include dance, media arts, music, theater, and visual arts, which may involve folk art, painting, sculpture, photography, craft arts, creative expression (such as graphic arts and design), computer coding, animation, music composition, ensembles, script writing, costume design, film, and video. Prop 28 funding is intended to expand arts education at all school sites. The site-specific plans attached as separate cover items share a simple description of how TUSD schools are expanding their arts programs using their Prop 28 yearly allocations.

FUNDING: All Proposition 28 services will be funded by the Prop 28 yearly allocations.

RECOMMENDATION: Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for All TUSD Schools.

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: June 5, 2026
SUBJECT: **Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for Tracy Charter School**

BACKGROUND: In November of 2022, Proposition 28: The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act was successfully passed by California voters. This measure mandates the establishment of ongoing support for arts instruction in schools starting from the academic year 2023-2024. Specifically, one percent of the K-12 portion of the Proposition 98 funding guarantee from the previous fiscal year, excluding funding allocated for the Arts and Music in Schools (AMS) program, will be earmarked for this initiative. The California Department of Education (CDE) will determine the allocation of grants to individual school sites on an annual basis. Subsequently, each school will provide input as to which arts education programs they wish to offer. In this decision-making process, school leaders will collaborate with teachers, families, and students, ensuring that the choices made best serve the unique needs of their local school community.

Each year, an annual report of the Schools' Prop 28 Plans must be presented to the LEA/District's Governing Board, and Governing Board approval is required. Following Board approval, the plans are to be posted on the District's, Schools', and the CDE Websites.

RATIONALE: The legislation allocates 1 percent of the kindergarten through grade twelve (K–12) portion of the Proposition 98 funding guarantee provided in the prior fiscal year, excluding funding appropriated for the AMS education program. Local educational agencies (LEAs) with 500 or more students are required to ensure that at least 80 percent of AMS funds to be expended are used to employ certificated or classified employees to provide arts education program instruction. The remaining 20% will fund training supplies, curriculum, professional learning, materials, and arts educational partnership programs. As Tracy Charter School has less than 500 students, they are waived from this requirement.

Tracy Charter School received approximately $67,694 in Prop 28 funding for the 2026-27 school year to expand arts education access for all students. This allocation will provide Tracy Charter

School students across all grade levels with access to the arts to help foster students' creativity and self-expression and boost critical thinking skills.

The funds from Proposition 28 can be utilized for a wide range of arts education purposes. These include, but are not limited to, providing instruction and training, acquiring necessary supplies and materials, and establishing partnerships with arts organizations for enhanced educational programs. The supported art forms include dance, media arts, music, theater, and visual arts, which may involve folk art, painting, sculpture, photography, craft arts, creative expression (such as graphic arts and design), computer coding, animation, music composition, ensembles, script writing, costume design, film, and video. Prop 28 funding is intended to expand arts education at all school sites. The plan is attached which includes a description of how Tracy Charter School will use their Prop 28 yearly allocations.

FUNDING: All Proposition 28 services will be funded by the Prop 28 yearly allocations.

RECOMMENDATION: Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for Tracy Charter School.

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

Prop 28 Arts and Music 2026-27 Budget

Prop 28 FAQ

School Site:	Tracy Independent Study Charter School (TISCS)
Allocation:	67,694.00

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	2000
2xxx	Classified Salaries	300
3xxx	Benefits	0
4xxx	Materials & Supplies	65,394
5xxx	Services & Other Operating Expenses	
7xxx	Other Outgo	
	Total:	$67,694.00 / 100

		Requirements
Salary budget:	0%	80% Minimum
Non-salary budget:	100%	20% or less
Total Budgeted:	100%	100%

Plans for Spending

Using the Proposition 28 allocations, the following spending plan has been developed to support and expand arts education at Tracy Charter School.

.

Tracy Charter School aims to enhance digital, musical, and visual arts education for our students. As an independent study online charter school, we are dedicated to enriching our students' educational experiences through comprehensive visual arts and music programs. This plan ensures that all students, regardless of their remote learning status, receive a well-rounded and engaging arts education that fosters creativity and a lasting appreciation for the arts.

Tracy Charter School serves a population of fewer than 500 students and is therefore not subject to the requirement to allocate at least 80 percent of Arts and Music in Schools (AMS) funds toward certificated or classified staff for arts instruction. However, a portion of the Services and Other Operating Expenses category will be designated for contracted services and professional development to support certificated staff in delivering high-quality arts instruction.

As part of this initiative, Tracy Charter School has invested in equipment to expand student access to digital and career-connected arts experiences, including the purchase of a 3D printer, iPads, and digital cameras. These resources will

support hands-on, technology-integrated learning opportunities and strengthen Career Technical Education (CTE) pathways and student club offerings in the arts.

Planned Expenditures:
Provide each student with the necessary materials and supplies to participate in visual arts lessons from home, ensuring equitable access to hands-on creative experiences.
Teachers will deliver arts instruction through virtual class meetings using high-quality video and online instructional platforms (e.g., Atelier.com), integrating both synchronous and asynchronous learning opportunities.
Offer virtual classes taught by qualified music and/or visual arts instructors through established platforms (e.g., Outschool.com), expanding student access to specialized arts instruction.
Students will have access to a variety of digital tools, instructional resources, and creative platforms—including 3D design software, photography, and digital media applications—that support the development of artistic and technical skills. These resources will enhance CTE opportunities, promote student engagement and self-expression, and support expanded club offerings focused on digital arts, media production, and design.

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 Agreements with the Boys and Girls Club of Tracy to Provide Expanded Learning Opportunities to TUSD Students Under the Expanded Learning Opportunity Program Plan (ELO/ELO-P)**

BACKGROUND: The Expanded Learning Opportunities Program (ELO/ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities – California Ed Code (EC) Section 46120. Expanded Learning refers to before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (See [EC Section 8482.1(a).])

RATIONALE: Approval of this agreement will allow Tracy Unified School District to partner with Boys & Girls Clubs of Tracy to provide Expanded Learning Opportunities Program (ELOP) services at District TK–5, TK–8, and 9–12 school sites. As an established community-based organization with extensive experience serving Tracy youth, Boys & Girls Clubs of Tracy will provide academic support, enrichment activities, and youth development opportunities that align with ELOP requirements and District goals. This partnership ensures students have access to safe, engaging, and high-quality expanded learning opportunities beyond 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 the Boys and Girls Clubs of Tracy shall not exceed $ 3,491,137.10.

RECOMMENDATION: Approve Agreements with the Boys and Girls Club of Tracy to Provide Expanded Learning Opportunities to TUSD Students Under the Expanded Learning Opportunity Program Plan (ELOP-P).

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

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 The 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: All duties outlined in the MOU attached.

   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 230 ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location all sites listed in ELOP Plan.

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

   a. District shall pay $ 3,491,137.10 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $ 3,491,137.10. 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 for the term of this agreement.

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

4. The terms of the agreement shall commence on July 1, 2026, and shall terminate on June 30, 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 [X] **WILL** [ ] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature — CEO (Title)

68-0028682
IRS Identification Number

CEO Boys and Girls Club of Tracy
Title

753 W. Lowell Ave
Address

Tracy, CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 06.23.16

Memorandum of Understanding (MOU) By and Between

TRACY UNIFIED SCHOOL DISTRICT

and BOYS & GIRLS CLUBS OF TRACY

Expanded Learning Opportunities Program

This Memorandum of Understanding ("MOU") is made on June 23, 2026, between the Tracy Unified School **DISTRICT** ("**DISTRICT**") and **Boys & Girls Club of Tracy** (**BGCT**), a non-profit corporation, for the purpose of providing an Expanded Learning Opportunities Program (ELO-P) service.

The parties hereby agree to the following terms:

DISTRICT shall act as the lead fiscal and administrative agent with the California Department of Education (CDE) for operating an Expanded Learning Opportunities Program.

DISTRICT is contracting with **BGCT** for the provision of a non-fee-based comprehensive program at:

1. Art Freiler Elementary School
2. Earle E. Williams Middle School
3. Louis Bohn Elementary School
4. Wanda Hirsch Elementary School
5. Gladys Poet-Christian Elementary School
6. Louis Villalovoz Elementary School
7. George Kelly Elementary School
8. North Elementary School
9. South/West Park Elementary School
10. Central Elementary School
11. McKinley Elementary School
12. Melville Jacobson Elementary School
13. Monte Vista Middle School
14. Tracy High School
15. Merrill F. West High School
16. John C. Kimball High School

The term of this contract is from **July 1, 2026, to June 30, 2027.**

Consistent with the **DISTRICT'S** Expanded Learning Opportunities Plan provisions, the **DISTRICT** contract with **BGCT** will operate programs outside the traditional school hours at sixteen **DISTRICT** school sites. **BGCT** will supply the staff, necessary materials, management, supervision, and volunteer recruitment for these sites. In addition, **BGCT** will work collaboratively and follow the **DISTRICTS** guidance on governance, operational management, employee evaluation, curriculum, and scheduling. **BGCT** agrees to provide a high-quality program in keeping with the guidelines established by the CDE, the **DISTRICT,** and **BGCT** for this plan. Any shortcomings in **BGCT's** performance, as determined by the **DISTRICT,** will be addressed. The

DISTRICT reserves the right to take any measures necessary to address any persistent performance problems.

BOYS AND GIRLS CLUB RESPONSIBILITIES

BGCT will provide the following in support of the ELO-P program:

- Will provide academic and homework assistance utilizing **DISTRICT**-approved curriculum.
- Will provide structured physical activity in the form of high-quality lessons, organized activities, and games.
- Will provide enrichment opportunities for students, which may include, but are not limited to, Fine Arts, Music, and Social Emotional Learning.
- Hire, train, and supervise site staff, including the Unit Director (full-time), and youth development professionals (part-time).
- Minimally provide a full-time Director of Operations and Area Director to oversee all BGC operations within TUSD.
- Maintain a student-to-Youth Development Professional ratio of 20:1 in 1st grade through 12th grade and 10:1 in TK through Kindergarten.
- Student enrollment will be the responsibility of the DISTRICT. BGCT will comply with monthly start dates in collaboration with the ELO department.
- DISTRICT and BGCT will work in conjunction on adjustments to student attendance weekly.
- Daily attendance and student tracking (Sign-In and Sign-Out) will be facilitated through Attendly.
- BGCT programming will align with the TUSD schedule and may be adjusted as necessary.
- Maintain student daily attendance equal to or greater than 80%.
- Provide workers' compensation insurance for BGCT employees and agents as required by law. BGCT shall comply with all federal, state, and local laws and ordinances applicable to the work to be performed under this MOU.
- Shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils. If at any time during the term of this MOU BGCT is either notified by the Department of Justice or otherwise becomes aware that any employee of BGCT performing services under this MOU has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, BGCT agrees to immediately notify the DISTRICT and remove said employee from performing services on this MOU.
- All employees at Boys & Girls Clubs of Tracy must have either:
    - 48 college units, or
    - A passing score on Tracy Unified School District's Paraprofessional Exam.
- Provide all materials, tools, and instrumentalities required to perform the services under this MOU.
- Participate in all cross-training for Unit Directors and Youth Development Professionals.
- YDPs will attend regularly scheduled meetings with the TUSD Expanded Learning Department.
- Unit Directors will participate in up to 2 meetings monthly with the TUSD Expanded Learning Department.
- All staff, including substitutes, will complete an onboarding program prior to working at a school site.

- Complete site emergency training and comply with monthly site emergency drills with students.
- Maintain ongoing communication between BGCT staff and DISTRICT staff regarding student needs and progress, including but not limited to meetings with teachers, administration, and site support staff.
- Coordinate ELO-P activities with school staff to ensure the program supports the current academic goals of teachers and administrators.
- Foster communication with parents through activities including, but not limited to, monthly newsletters, Family Nights, Back-to-School Nights, and community events.
- Work with the DISTRICT to implement a comprehensive annual program evaluation plan. As required, attend and participate in evaluation subcommittee meetings. The evaluation plan shall include, but not be limited to, attendance tracking, collection of
- teacher, parent, and participant surveys, and data entry of survey results. Evaluation will be completed by DISTRICT in accordance with CDE guidelines and CDE due dates.
- BGCT Leadership, including the Director of Operations and Area Directors, regularly attend quarterly meetings and participate in governance and operational meetings with DISTRICT.
- Adhere to proper management and fiscal accountability practices, including maintaining proper insurance coverage, compliance with employment laws, utilization of an accrual method of accounting, etc.
- Conduct and provide documentation and findings of annual independent audits, in accordance with CDE requirements.
- Support financial sustainability (matching funds) through:
- BGCT will apply for and use grants, donations, and fundraising support from public and private sources to help fund the program.
- BGCT and the DISTRICT will work together to pursue additional financial support from businesses, community organizations, churches, foundations, and other partners.
- BGCT will help increase awareness of the program through local media, business partnerships, and community fundraising or friend-raising events to build ongoing support.

DISTRICT RESPONSIBILITIES

The **DISTRICT** agrees to submit all reports required by the CDE or U.S. Department of Education in a timely manner and in advance of deadlines. **BGCT** agrees to supply the **DISTRICT** with any and all reporting information required by the CDE or U.S. Department of Education in a timely manner and in advance of any deadlines.

- The **DISTRICT** will provide **BGCT** with complete copies of all attendance, and evaluation reports and pertinent grant-related communication within seven working days of submission to CDE.

DISTRICT will provide **BGCT** with access to and use of **DISTRICT** facilities as deemed necessary by the **DISTRICT** to meet the terms of this MOU. Said access shall be considered part of the meeting ELO-P required support costs.

- The **DISTRICT** is responsible for submitting civic permits for all facilities related to ELOP.

COMPENSATION

In consideration of the satisfactory provision of the above activities, and in accordance with provisions of the primary Expanded Learning Plan provisions, the **DISTRICT** will compensate **BGCT** for services according to the following:

- BGCT will provide the following staffing:

Position	Bohn	Central	Frieler	Hirsch	Jacobson	Kelly	Monte Vista	McKinley	North	Poet	SWP	Villa	Williams	West	Kimball	Tracy	Inclusion	Athletics
YDP/ Lead	6	5	8	6	7	8	8	6	13	7	7	6	7	6	3	4	1	.25
UD	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Prog Dir	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE		
Talent Coord	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE	.04 FTE		
AD							1					1						

Intersession

- Intersession will be provided for 29 days from October 5, 2026, to October 9, 2026, March 8, 2027, to March 12, 2027, and June 7, 2027, to July 2, 2027, during the 2026-2027 school year.
- BGCT will provide extended care for 13 days during the following non-school days: November 23, 2026, to November 25, 2026, December 21, 2026, to December 23, 2026, and December 28, 2026, to December 30, 2026, and June 1, 2027, to June 4, 2027.
- BGCT will provide enrichment programming and supervision from 8:00 AM to 5:00 PM during intersession and non-school days. Designated pick-up times will be provided to families at 12:00 PM, 3:00 PM, 4:00 PM, and 5:00 PM.

Total Compensation

REVENUE	Tracy Unified School District: ELOP
Tracy Unified School District: ELOP	$3,491,137.09
TOTAL REVENUE	$3,491,137.09
EXPENSES	
· Personnel plus Benefits	$2,791,485.00
· Facilities	$ 13,000.00
· Professional Services	$ 12,000.00
· Program Expenses	$ 556,136.61
· Payroll Increases (5%)	$ 118,515.49
TOTAL EXPENSE	$3,491,137.10
Net FY Budget	$ (0.00)

DATA SHARING, STUDENT PRIVACY, and CONFIDENTIALITY

BGCT acknowledges that, in the course of performing services under this MOU, it may receive or have access to personally identifiable information ("PII") from student education records. **BGCT** agrees to comply with all applicable federal and state laws and regulations governing the confidentiality and security of such information, including but not limited to the Family Educational Rights and Privacy Act (FERPA), the California Student Online Personal Information Protection Act (SOPIPA), and the Children's Online Privacy Protection Act (COPPA), where applicable.

BGCT shall use student data solely for the purpose of fulfilling its obligations under this MOU and for no other purpose. BGCT shall not disclose, release, or otherwise make available any student or DISTRICT data to any third party without the prior written consent of the DISTRICT, except as required by law.

BGCT agrees to implement and maintain reasonable administrative, technical, and physical safeguards to protect student and DISTRICT data against unauthorized access, disclosure, alteration, or destruction. Access to such data shall be limited to BGCT employees or agents who have a legitimate educational interest and who have received appropriate training regarding data privacy and security.

In the event of any actual or suspected breach of data involving student or DISTRICT information, **BGCT** shall notify the DISTRICT in writing within forty-eight (48) hours and shall cooperate fully with the DISTRICT in any investigation and remediation efforts.

All student data and records shall remain the property of the DISTRICT. Upon termination of this MOU, or upon request of the DISTRICT, **BGCT** shall return or securely destroy all such data in its possession and shall certify in writing that such destruction has been completed.

The DISTRICT reserves the right to review and monitor **BGCT**'s compliance with the provisions of this section.

MOU and for no other purpose. **BGCT** shall not disclose, release, or otherwise make available any student or **DISTRICT** data to any third party without the prior written consent of the **DISTRICT**, except as required by law.

BGCT agrees to implement and maintain reasonable administrative, technical, and physical safeguards to protect student and **DISTRICT** data against unauthorized access, disclosure, alteration, or destruction. Access to such data shall be limited to **BGCT** employees or agents who have a legitimate educational interest and who have received appropriate training regarding data privacy and security.

In the event of any actual or suspected breach of data involving student or **DISTRICT** information, **BGCT** shall notify the **DISTRICT** in writing within forty-eight (48) hours and shall cooperate fully with the **DISTRICT** in any investigation and remediation efforts.

All student data and records shall remain the property of the **DISTRICT**. Upon termination of this MOU, or upon request of the **DISTRICT**, **BGCT** shall return or securely destroy all such data in its possession and shall certify in writing that such destruction has been completed.

The **DISTRICT** reserves the right to review and monitor **BGCT's** compliance with the provisions of this section.

INDEPENDENT CONTRACTOR

BGCT enters into this Agreement as an independent contractor and not as an employee of the **DISTRICT**. **BGCT** 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 **BGCT** are employees, agents, contractors or subcontractors of **BGCT** and not of the **DISTRICT**. The **DISTRICT** shall not be obligated in any way to pay any wage claims or other claims made against **BGCT** by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

INDEMNIFICATION

BGCT agrees to hold harmless and to indemnify **DISTRICT** for:

Any injury to person or property sustained by **BGCT** or by any person, firm or corporation employed directly or indirectly by **BGCT** 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 **BGCT**, or any person, firm or corporation directly or indirectly employed by **BGCT** 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 **BGCT** 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 **BGCT** 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.

INSURANCE

During the entire term of this MOU, **BGCT** shall procure, pay for, and keep in full force and effect the following types of insurance:

a. **BGCT** 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 **BGCT** 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. **BGCT** *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, **BGCT** 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 **BGCT** and/or its employees.

TERM and TERMINATION

In consideration of the services performed by **BGCT**, **DISTRICT** shall pay **BGCT** according to the following fee schedule:

a. **DISTRICT** shall pay $ 3,491,137.10, not to exceed a total of $3,491,137.10 . **BGCT** shall only be paid for work completed to the satisfaction of **DISTRICT** through the termination date of this agreement.

b. **DISTRICT** reimburse **BGCT** for out-of-pocket expenses incurred during **BGCT's** performance of the services, including: mileage, meals and lodging in the **DISTRICT**, with rates not to exceed those currently in effect for employees of the **DISTRICT**. Reimbursement of expenses shall not exceed $ 0 for the term of this agreement.

c. **DISTRICT** shall make payment on a and within thirty (30) working days from **BGCT'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 July 1, 2026 and shall terminate on June 30, 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. Rev. 06.23.16

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.**BGCT** shall contact the **DISTRICT'S** designee, Rocio Garcia, at rgarcia@tusd.net with any questions regarding performance of the services outlined above. **DISTRICT'S** designee shall determine if and when **BGCT'S** has completed the services described.

This agreement will not automatically renew each year. The **DISTRICT** will notify **BGCT** by April 1, 2027, of its intent to continue the following school year.

ENTIRE AGREEMENT

This Agreement is for the personal services of **BGCT** and **BGCT** may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of **BGCT**. 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. **BGCT** shall be as fully responsible to the **DISTRICT** for the negligent acts and omissions of **BGCT** and subcontractors, and of persons either directly or indirectly Rev. 10.28.15 employed by them, as it is for the negligent acts and omissions of persons directly employed by **BGCT**.

10. **BGCT** 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 **BGCT'S** current employer. **BGCT** 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. **BGCT** 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 **BGCT'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. **BGCT** 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 **BGCT** in writing that **BGCT'S** duties under this Agreement warrant greater disclosure by **BGCT** than was originally contemplated. **BGCT** 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. **BGCT** 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. **BGCT** 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. **BGCT** 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 **BGCT**.

Tracy Unified School District

By: _____
Signature

Rocio Garcia
Printed Name

_____

Boys & Girls Clubs of Tracy

By: _____
Signature

_____
Printed Name

_____

May 27, 2026

This letter will serve as an agreement between Tracy Unified School District (TUSD) and Boys & Girls Clubs of Tracy (BGCT) regarding payment of Extended Learning Opportunity Program (ELOP) fund from July 1, 2026 - June 30, 2027. This letter is solely to define the terms for the requested advance payment funds for ELOP. All other terms and conditions contained in the professional services contract for this funding will remain in effect.

TUSD agrees to advance BGCT for the 1st, 2nd and 3rd quarters of 2026-2027 ELOP contract. The total amount of the contract agreement for this time period is $3,491,137.10.

TUSD agrees to advance the 1st, 2nd & 3rd quarter payments to BGCT as follows:

1st Quarter Advance
BGCT will submit an estimated invoice to TUSD by July 1, 2026 TUSD will pay on their estimated invoice by July 31, 2026.

2nd Quarter Advance
BGCT will submit an estimated invoice to TUSD by September 1, 2026. TUSD will pay on their estimated invoice by September 20, 2026.

3rd Quarter Advance
BGCT will submit an estimated invoice to TUSD by December 2, 2026. TUSD will pay on their estimated invoice by December 20, 2026.

BGCT submit monthly expenditure reports to TUSD.

Settle-Up
In the month of April, 2026, the three quarters of advances will be reconciled with the actual expenses. We will settle up with April's payment. April's expenses will be reported to TUSD by May, 25, 2026. If BGCT was overpaid for the three quarters, the overpayment amount will be subtracted from April's payment. If BGCT was underpaid for the three quarters, the underpayment amount will be added to April's payment. The months of May and June will be paid once the invoice and expenditure reports are received.

This agreement is for July 1, 2026-June 30, 2026 only.

Please sign below to acknowledge this agreement:

_____ _____

Genaro Cueva as Authorized Agent — Date

Boys & Girls Clubs of Tracy

_____ _____

TUSD Authorized Agent — Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: May 26, 2026
SUBJECT: **Adopt TUSD K-8 and High School Handbook Changes for the 2026-2027 School Year**

BACKGROUND: The K-8 and High School Handbook was last updated and approved prior to the 2025-26 school year.

RATIONALE: To stay current with education code and safety protocols, the K-8 and High School Handbook has been reviewed and revised by Director of Student Services, TUSD Cabinet, School Site Administrators, and TEA leadership. This agenda item supports District Strategic Goals #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: N/A.

RECOMMENDATION: Adopt TUSD K-8 and High School Handbook Changes for the 2026-27 School Year.

Prepared by: Jason Noll, Director of Student Services and Curriculum.

High School Handbook Additions:

Pg 7.

Dual Enrollment

1. Program Definitions
    a. Dual Enrollment – Not available in TUSD yet. Through the Delta College Dual Enrollment Program (DEP), students will take college courses at their high school campus. Classmates will be student peers from school or district only. Classes focus on College Transfer and Career Pathways and can earn the student high school and college credits. Students do not pay tuition or fees and are not charged for textbooks or classroom supplies. Textbooks are open source or provided for free. Students may take up to 15 units per semester.

    b. College Early Start - Available beginning Fall 2026. Students may register for any courses offered at Delta College while in high school or in adult ed school, as a College Early Start (CES) student, if prerequisites are met. TUSD has a specific list of Delta College courses where students can receive high school and college credit simultaneously. See below. Students may take Delta classes on campus or online. College Early Start allows students to also take courses for college credit only. TUSD determines whether high school credit will be granted for classes completed at Delta. High school students do not pay tuition or fees but are responsible for the cost of textbooks and class supplies. Students may take up to 11 units per semester.

    c. Early College Pathway - Early College Pathway (ECP) is an award-winning premiere program designed to help high school students earn a two-year degree. Participants receive cohort style learning, with a pre-vetted pattern of courses which help students complete their goals while reducing the stress of the college experience. Enrolling and completing college units through the ECP program provides families with significant tuition savings.

2. List of Available Delta Courses

Delta Course	Title	CSU/UC GE Area	HS Credit
ENGL C1000	Critical Thinking and Writing	Area 1A	Junior Level English
ENGL C1002 (*formerly ENGL 1B*)	College Composition and Literature	Area 1B	Senior Level English
COMM C1000	Introduction to Public Speaking	Area 1C	Elective
ART 3	Art Appreciation	Area 3A	Elective or VAPA
HIST 2B	World History Since 1600	Area 3B	World History
HIST C1001 (*formerly HIST 17A*)	History of the United States	Area 3B	U.S. History
ECON C2002 (*formerly ECON 5*)	Principles of Macroeconomics	Area 4	Economics
POLS C1000	American Government and Politics	Area 4	Government
PSYCH C1000	Introduction to Psychology	Area 4	Elective
Foreign Language Courses	Varies by language	Language Other Than English (LOTE)	Modern Language

PLEASE NOTE:
Students will need to take the college course *before* the high school course they wish to replace.

For example, a student would take ENGL C1000 as a sophomore to have an available space in their junior year where they would have taken the grade level English course.

- Courses taken in Summer 2026 (or previous terms) will not provide dual credit.
- Courses will be through the San Joaquin Delta College College Early Start program, and students will independently enroll in each course.
- Assistance will be available as needed for students to apply and enroll in courses.
- Students pay no tuition or fees; however, textbooks and supplies are the student's responsibility. Students should look for courses with "zero textbook costs" when viewing available courses.

3. Participation in College Early Start

   Students must apply to San Joaquin Delta College (SJDC) and complete the TUSD CES/DE Student Intake Form to begin the process. Courses for Dual Credit must be taken through SJDC.

   a. Eligibility
      i. Have High School Enrollment Status – The student must be an active high school student (usually grades 9–12) while seeking to enroll in Delta College courses.
      ii. Meet Prerequisites – The student must satisfy course prerequisites for any college class taken (e.g., placement, prior coursework).
   b. Approval
      i. Complete College Early Start (CES) Form – Students must complete and submit the College Early Start (CES) form each term with required signatures (student, parent/guardian, and high school authorized signer). The high school authorized signer may be the student's high school counselor or the District Dual Enrollment Counselor. Students can find a list of authorized signers here.
      ii. Obtain Registration Clearance – After the CES form is processed, the authorized signer who signed the form will receive an approval email. The authorized signer will notify the students they are cleared to register on or after the student's assigned registration date for courses in that specific term.
   c. Registration
      i. Students can visit Delta's Register for Classes page for assistance or connect with the District Dual Enrollment Counselor via email (janaya@tusd.net) or in person.

4. How are credits earned?
   a. College Credit
      i. Students earn credit for a college course when they have passed with a "C" or better.
      ii. The course will become part of their permanent college record/college transcript, so it's important to do well in the course.
   b. High School Credit
      i. Students can earn high school credit for a college course when they have passed the college course with a "C" or better. This matters for CSU/UC transferability.

ii. Students will need to submit their college transcript to the registrar once the student has completed the course

5. Maximum Number of Units Allowable
    a. Students taking a SJDC College Early Start (CES) course are allowed to take a maximum of 11 units per semester.
6. Dates and Deadlines
    a. Students can follow the Registration and Key Dates page on the SJDC website for more information regarding each specific term.
    b. Students can also find a calendar of combined dates on the TUSD Dual Enrollment website that includes dates and deadlines from the district as well as dates from local community colleges.
7. FERPA
    a. If a student under 18 is enrolled in both high school and a local college, do parents have the right to inspect and review his or her education records?
        i. *Per the U.S. Department of Education*, "If a student is attending a postsecondary institution - at any age - the rights under FERPA have transferred to the student. However, in a situation where a student is enrolled in both a high school and a postsecondary institution, the two schools may exchange information on that student. If the student is under 18, the parents still retain the rights under FERPA at the high school and may inspect and review any records sent by the postsecondary institution to the high school. Additionally, the postsecondary institution may disclose personally identifiable information from the student's education records to the parents, without the consent of the eligible student, if the student is a dependent for tax purposes under the IRS rules." (*https://studentprivacy.ed.gov/faq/if-student-under-18-enrolled-both-high-school-and-local-college-do-parents-have-right-inspect)*
    b. You can also find more information related to the State of California's Department of Education on the FERPA Summary Page (https://www.cde.ca.gov/ds/ed/dataprivacyferpa.asp).
8. FAQs
    a. How does the college course affect a student's high school GPA?
        i. College courses taken will not be weighted by the high school. However, the courses will be weighted by the CSU/UC. If a student takes a college course with the goal of creating a space in their schedule the following year, the course will serve as 10 high school credits for the one 3-unit college course.
    b. What happens if a student wants to drop a course?
        i. If a student decides they want to drop a college course, they will need to ensure they are meeting all applicable deadlines set forth by the college.
    c. Do college courses transfer to CSU/UC?
        i. All courses offered are listed in the SJDC Cal-GETC pattern and will transfer to a CSU/UC. Additionally, each CSU and UC can

make individual decisions on whether they will accept a course. It is recommended that students connect with an admissions counselor at their destination campus.

d. Can students take online courses?
    i. Yes, students are able to take online courses general and through College Early Start (CES) for dual credit.
e. Who should students contact for help?
    i. Students can connect with their high school counselor for general questions and with the District Dual Enrollment Counselor for questions relating specifically to College Early Start Dual Credit courses.

9. For Dual Enrollment Support, please contact Julie Anaya, District Dual Enrollment Counselor. Students and families can email: janaya@tusd.net or call via phone, 209-830-3200 ext. 1459.

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Physical Education (PE) Medical Excuse Policy

Physical Education is a required course under California Education Code, and students are expected to participate unless medically unable to do so.

Students may be excused from PE participation for short-term illness or injury with a parent/guardian note for up to three (3) class periods per semester. After three parent-excused absences from PE, any additional requests to be excused must be supported by a written medical note from a licensed healthcare provider.

Medical notes should include:

- The reason for the restriction
- Specific activity limitations, if applicable
- The duration of the restriction
- Any recommendations for modified activity or return to participation

Whenever possible, students may be assigned modified or alternative activities rather than being fully excused from participation.

The school reserves the right to request updated medical documentation for extended or recurring medical exemptions. Students who fail to provide required documentation may be expected to resume participation in PE activities.

Students with long-term medical conditions or disabilities may be referred for additional support through a Section 504 Plan or Individualized Education Program (IEP), if appropriate.

Pg. 26

No Travel Study will be allowed during the first three weeks of the school year and all Travel Study must be completed before the last three weeks of the school year.

Pg. 36

1. Cell phones and similar personal mobile devices are not permitted for use in classrooms or during instructional time. Students may bring their devices to school, but they must remain turned off and stored away in room cell locker during class periods. Use is allowed only in cases explicitly permitted.

Enforcement Procedures & Consequences

Violation of this policy will lead to progressive consequences. Possible disciplinary actions include:

First Offense Verbal warning. The teacher collects the device until the end of the class period.(documented with a referral)

Second Offense Device confiscated for the remainder of the school day; student may pick up after school.

Third Offense Parent/guardian contact. Device confiscated for the remainder of the school day; student may pick up after school.

Fourth Offense Parent/Guardian contact. Detention (lunch or after school)

Fifth Offense Parent/Guardian contact. Alternate Admin Placement

Further Offenses Social Probation (3,6,9 weeks)

Offenses will start over at the beginning of each semester. Social Probation will rollover into the next semester.

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Smart Glasses and Recording Device Policy

To protect student privacy, maintain a safe learning environment, and minimize disruptions to instruction, students are prohibited from using or wearing smart glasses or any eyewear capable of recording audio, video, photographs, livestreaming, or transmitting data while on school campus or during school-sponsored activities.

This includes, but is not limited to:

- Meta/Ray-Ban smart glasses
- Recording-enabled sunglasses or eyewear

- Glasses with cameras, microphones, or livestream capabilities
- Any wearable technology designed to capture or transmit images, audio, or video

Students may possess such devices while traveling to and from school; however, the devices must remain powered off and stored in a backpack or other personal storage during the school day.

Any student found using recording-enabled eyewear without authorization may be subject to disciplinary action, including confiscation of the device, parent/guardian contact, and additional school consequences in accordance with the student discipline policy.

K-8 Handbook Additions:

Pg. 8

Physical Education (PE) Medical Excuse Policy

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Whenever possible, students may be assigned modified or alternative activities rather than being fully excused from participation.

The school reserves the right to request updated medical documentation for extended or recurring medical exemptions. Students who fail to provide required documentation may be expected to resume participation in PE activities.

Students with long-term medical conditions or disabilities may be referred for additional support through a Section 504 Plan or Individualized Education Program (IEP), if appropriate.

Pg. 14

No Travel Study will be allowed during the first three weeks of the school year and all Travel Study must be completed before the last three weeks of the school year.

Pg. 23

Smart Glasses and Recording Device Policy

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TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 8, 2026
SUBJECT: **Adopt Tracy Charter School Student Handbook for 2026-2027**

BACKGROUND: The Tracy Charter School Handbook and Master Agreements were last updated and approved for the 2023-24 school year. Some updates have been made to align with Education Code for Independent Study programs and align with the TUSD Student Handbook.

RATIONALE: The Tracy Charter School handbook has been updated for the 2026-2027 school year.

FUNDING: N/A

RECOMMENDATION: Adopt Tracy Charter School Student Handbook for the 2026-27 School Year.

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 26, 2026
SUBJECT: **Approve Tentative Agreements with the Tracy Educators Association**

BACKGROUND: Through the negotiations process, Tentative Agreements were signed for the sunshined re-opener articles for the 2025-2026 contract year. The Tentative Agreements (see attached) were approved and ratified by the TEA members on May 27, 2026

RATIONALE: The attached Tentative Agreements include modifications to some of the existing language in the Master Agreement between the Tracy Unified School District (District) and Tracy Educators Association (TEA) (see attached):

ARTICLE VI, HOURS - Tentative Agreement signed on May 8, 2026 (See attached)

ARTICLE VII, DUTIES - Tentative Agreement signed on March 4, 2026 (See attached)

ARTICLE XIV, FRINGE BENEFITS - Tentative Agreement signed on September 17, 2025 (See attached)

ARTICLE XVII, EVALUATION AND CORRESPONDING APPENDIX G ITEMS - Tentative Agreement signed on May 8, 2026 (See attached)

ARTICLE XXXIX, TEACHER ASSIGNED TO INDEPENDENT CHARTER – Tentative Agreement signed on September 17, 2025 (See attached)

APPENDIX F - Tentative Agreement signed on March 4, 2026 (See attached)

FUNDING: Pay and benefit increases described in the tentative agreements (attached) will be paid from a variety of funds.

RECOMMENDATION: Approve Tentative Agreements with the Tracy Educators Association.

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: June 3, 2026
RE: **Approve a Declaration for Provisional Internship Permits**

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

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

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve a Declaration for Provisional Internship Permits.

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

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

DECLARATION

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

Drushti Bhatt – West High School – RSP 9-12

Emily Winsatt – Central Elementary School – SDC TK-2 Aut. MM

Youmna Shafiq – VES/CES – RSP TK-5

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Board President

Date: _____

ATTEST:

_____
Board Vice President

Date: _____

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: June 4, 2026
RE: **Approve Variable Term Waivers**

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

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

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Variable Term Waivers.

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

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

DECLARATION

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

Jessica Escobedo – District Wide – Expanded Learning Programs Coordinator (ELOP) – Administrative Services Waiver

Rebeca Vasquez – South/West Park School - Dual Language Immersion, TK – Bilingual Authorization Waiver

LaShay Lundy – West High School – Home Economics – Single Subject, Home Economics Waiver

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Board President

Date: _____

ATTEST:

_____
Board Vice President

Date: _____

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 3, 2026
SUBJECT: **Approve New Job Description for English Learner (EL) Support Program Specialist**

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. This position is being created to oversee provision of English Language Development services and other academic supports to EL students, to support collaboration with community members and EL families in support of EL students, and to comply with ongoing performance reporting and progress monitoring requirements for Long Term English Learner (LTEL) students.

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

FUNDING: Title 3 (70%) and LCFF Unrestricted (30%).

RECOMMENDATION: Approve New Job Description for English Learner (EL) Support Program Specialist.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: English Learner (EL) Support Program Specialist

DEPARTMENT: Continuous Improvement, State and Federal Programs

POSITION SUMMARY: Under the general supervision of the Director of Continuous Improvement, State and Federal Programs, or Designee, the English Learner (EL) Support Program Specialist assists the department Director and EL Coordinator in providing overall support and programmatic direction in the planning and implementation of EL Program and Support Services. The EL Support Program Specialist coordinates ELPAC testing with school sites, provides oversight and guidance to build EL instructional priorities, and provides direct support for LTEL and Newcomers. The EL Support Program Specialist is a consultant to site staff, district staff, and parents in helping to provide direct and indirect EL support for pupils as developed by the English Learner Coordinator. The EL Support Program Specialist will provide ongoing oversight and guidance for students earning the State Seal of Biliteracy.

ESSENTIAL FUNCTIONS:

1. Assist in developing program, budget, and staffing plans to assure compliance with local, state and federal English Learner regulations.
2. Assist in the development of policies and procedures in matters relating to the identification and placement of students identified as English Learner, LTEL, and Reclassified Fluent English Proficient.
3. Assist in representing the District in the area of English Learner Services in its cooperative relationships with community members, community agencies, K-12 level District committees and councils.
4. Assist the English Learner Coordinator with the oversight and implementation of annual and initial ELPAC testing.
5. Observe, consult with, and assist all English Learner teachers and school staff.
6. Develop instructional priorities for English Learner support, to provide designated and integrated EL instruction for EL pupils.
7. Serve as a resource for site principals regarding program function, teacher compliance, and state and federal mandates regarding English Learner/LTEL support.
8. Provide guidance and support for site administrators in the evaluation of EL program staff.
9. Provides all teachers and parents of LTEL students the opportunity for consultation regarding student academic and/or social behavior.
10. Develop, coordinate and provide professional development training for District staff.
11. Consults with High School Counselors regarding course selection and articulation for incoming freshman LTEL students.
12. Consults with Site EL Coordinator regarding placement, progress monitoring, and reclassification.

13. Reviews course schedules for each LTEL student to prevent or correct scheduling misplacement.
14. Assists LTEL students in defining and developing appropriate short-term goals for each school year, long-term educational goals, and developing personal academic performance goals.
15. Serve as District Lead for State Seal of Biliteracy.
16. Maintain regular and prompt attendance in the workplace.
17. Perform other related duties as assigned.

EDUCATION AND EXPERIENCE:

Must hold or be able to obtain a valid California Administrative Services credential and one of the following: Multiple Subject, Single Subject, or Special Education teaching credential. Minimum five years of successful teaching experience providing designated and integrated EL support for students. Experience in a variety of grade levels and educational settings is preferred. Master's Degree is preferred. A valid California Driver's License is required.

SKILLS AND QUALIFICATIONS:

1. Knowledge of English Learner and LTEL laws and programmatic regulations;
2. Knowledge of the EL/LTEL testing, monitoring, and reporting timelines;
3. Knowledge of curriculum planning and instructional design to support EL students across the three primary EL performance levels;
4. Knowledge of ELPAC student assessment practices and interpretation of test data, including reclassification monitoring and LTEL support;
5. Knowledge of scheduling procedures and practices for the best use of resources.
6. Knowledge of oral and written communication skills, program assessment and evaluation.
7. Ability to maintain cooperative working relationships with staff, administration, parents and the community.
8. Ability to communicate effectively, both orally and in writing, and successfully serve a diverse student population.
9. Ability to plan, organize, develop, and coordinate the activities of a broad range of programs and special services.
10. Ability to analyze program activities and implement procedures which will improve student language acquisition services.
11. Ability to ensure that programs and activities are carried out in compliance with state and federal requirements.
12. Ability to make effective public presentations of program information.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office and/or classroom environment and come in direct contact with staff, students, and the public. In addition, the English Learner (EL) Support Program Specialist must perform duties and responsibilities that occur outside the school campus and District Office for related activities and events, including off-site meetings and/or trainings.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for extended periods of time.
4. Reach overhead, grasp, push/pull up to 50 pounds for short distances.
5. Enter data/information in a computer terminal and operate standard office equipment for extended periods of time.
6. See and read a computer screen and printed matter with or without vision aids.
7. Speak so that others may understand at normal levels and on the telephone.
8. Hear and understand at normal levels and on the telephone with or without hearing aids.
9. Lift and carry up to 50 pounds at shoulder height for short distances.

SALARY: Leadership/Management Salary Schedule (LME) Range 47

DOS: 215

Adopted:

DRAFT

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 16, 2026
SUBJECT: **Approve Amendment to Superintendent Contract**

BACKGROUND: It is normal practice for the Board of Education to conduct an annual review of the Superintendent's contract. An amendment to the Superintendent's contract is necessary to reflect recommended changes based upon this review.

FUNDING: Pay and benefits described herein will be paid from the general fund.

RECOMMENDATION: Approve Amendment to Superintendent Contract.

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

AMENDED EMPLOYMENT AGREEMENT FOR SUPERINTENDENT

A. PREAMBLE

THIS AGREEMENT was entered into as of the 11th day of May, 2021, modified via addendum on the 11th day of October, 2022, June 27, 2023, March 26, 2024, June 11, 2024, February 11, 2025, June 10, 2025, and the 23rd day of June, 2026 between the Governing Board ("BOARD") of and on behalf of the TRACY UNIFIED SCHOOL DISTRICT (hereafter "the DISTRICT"), through its Board of Trustees, and Rob Pecot, the Superintendent ('SUPERINTENDENT"), (together the "parties"). The parties hereby agree as follows:

B. TERM

IT IS HEREBY AGREED by and between the BOARD and SUPERINTENDENT that the BOARD initially employed Rob Pecot as SUPERINTENDENT for the DISTRICT from July 1, 2022 through June 30, 2025. Through this amendment, the BOARD extends this employment agreement through June 30, 2030. Both parties agree that said employee shall perform the duties of the SUPERINTENDENT to and for the DISTRICT as prescribed by the laws of the State of California and by the rules and regulations made hereunder by the BOARD, consistent with the laws of the State of California. This Agreement shall be extended in open session of a regular Board meeting for an additional year, if the SUPERINTENDENT receives an overall rating of satisfactory in the annual Superintendent evaluation described in Section E. Performance Objectives and Evaluation below. At no time shall the extension of this Agreement create a term of more than four years.

The SUPERINTENDENT shall be given notice no later than May 16, 2030, if it is the intent of the DISTRICT to not employ him as SUPERINTENDENT after June 30, 2030. Termination of this Agreement requires a majority vote of the BOARD.

C. DUTIES

1. The SUPERINTENDENT shall perform the duties of SUPERINTENDENT as prescribed under the SUPERINTENDENT'S job description, California law and Board policy and act as the chief executive officer. All powers and duties shall be executed in accordance with DISTRICT policy and the rules and regulations of the State Board of Education.

2. The SUPERINTENDENT shall serve as SUPERINTENDENT of the DISTRICT. The BOARD may from time to time direct the SUPERINTENDENT to perform certain additional duties related to the schools.

3. It is agreed that the SUPERINTENDENT shall furnish, throughout the life of this Agreement, a valid and appropriate certificate to act as SUPEINTENDENT, issued by the State of California as directed by the BOARD, and that the SUPERINTENDENT hereby

agrees to devote his time, skills, labor, and attention to said employment during the term of this Agreement.

D. SUPERINTENDENT AND BOARD RESPONSIBILITIES

1. The BOARD has primary responsibility for formulating and adopting DISTRICT policies and all other duties consistent with State law. The SUPERINTENDENT is the chief executive officer of the Board and has the primary responsibility for execution of Board policy. The parties agree to cooperate fully and to assist each other in satisfying these responsibilities. Further, the BOARD, agrees to work cooperatively to assist the SUPERINTENDENT in satisfying these responsibilities, and agrees to participate and support activities, workshops, training, and other similar development activities recommended to build positive working relationships and the general capacity of the BOARD to perform their duties.

2. Subject to the BOARD's approval, and consistent with the laws of the State, the written policies of the DISTRICT and the rules and regulations of the State Board of Education, the SUPERINTENDENT shall have the ultimate authority and responsibility for the total administration of the DISTRICT, including, but not limited to: the organization, reorganization, and arrangement of the administrative and supervisory staff, which in his judgment best serves the DISTRICT; the administration of the instructional and business services of the DISTRICT; the selection of personnel recommended for employment; the placement, assignment, and transfer of personnel; the evaluation and discipline of DISTRICT employees; the placement and discipline of students; and the student of all criticism, complaints, and suggestions referred to the SUPERINTENDENT by the BOARD and to make appropriate recommendations to the BOARD regarding said referrals.

E. PERFORMANCE OBJECTIVES AND EVALUATION

The SUPERINTENDENT shall be evaluated annually to provide him with written information concerning his performance. These evaluations shall be presented to the SUPERINTENDENT no later than May 1st. The BOARD shall review their evaluation with the SUPERINTENDENT. The format of the evaluation shall be jointly developed by the SUPERINTENDENT and the BOARD. The following terms and conditions will be followed in the evaluation process.

1. On or before September 15th of this year, the BOARD shall meet to establish the SUPERINTENDENT'S performance objectives for the year. On or prior to July 30th of each succeeding school year, the parties shall meet to establish performance objectives for the next succeeding school year. Performance objectives shall be reduced to writing and shall be based upon the duties and responsibilities set forth in this agreement, and any other criteria mutually agreed upon by the parties.

2. The performance objectives shall be the basis for evaluation of the SUPERINTENDENT as hereinafter provided.

3. The SUPERINTENDENT shall submit to the BOARD, on or before July 1st of each year, an annual report analyzing the progress of the DISTRICT and his evaluation of his services as SUPERINTENDENT for the previous school year.

F. TERMINATION OF AGREEMENT

This EMPLOYMENT AGREEMENT may be terminated prior to its normal expiration by:

1. Failure by SUPERINTENDENT to maintain an appropriate California Administrative Credential.

2. Mutual agreement of the parties.

3. Death of SUPERINTENDENT.

4. Retirement of SUPERINTENDENT.

5. Resignation of SUPERINTENDENT.

6. Non-Renewal of Agreement by BOARD.

The BOARD may elect not to renew this Agreement upon its expiration by providing written notice to the SUPERINTENDENT in accordance with Education Code section 35031 (currently 45 days' prior notice) or other applicable provisions of law.

7. Unilateral termination.

The BOARD, within its discretion, may terminate this Agreement without cause at any time upon written notice to the SUPERINTENDENT. In the event this Agreement is terminated without cause, the SUPERINTENDENT shall receive a maximum cash severance payment equal to the monthly salary of the SUPERINTENDENT multiplied by twelve (12) months, or the number of months left on the unexpired term of this agreement, whichever is the lesser amount. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until the SUPERINTENDENT finds other employment, whichever comes first. This provision is required by Government Code section 53260 and shall be implemented consistent with that law. This severance payment shall be payable in accordance with the DISTRICT's regular payroll cycle or, at the BOARD's discretion, in a lump sum. This severance payment shall be provided to the SUPERINTENDENT only if (1) the

SUPERINTENDENT executes a separation agreement prepared by the BOARD which includes a full general release of any and all claims, including all those known or unknown, against the BOARD and its individual members, all officers, all employees and all agents arising out of or in any way related to the SUPERINTENDENT's employment or termination of employment with the DISTRICT; and (2) the SUPERINTENDENT agrees to cooperate fully with the BOARD in the transition of his duties and comply with all DISTRICT policies and procedures. All other obligations to the SUPERINTENDENT under this Agreement shall be automatically terminated and completely extinguished. In accordance with Government Code section 53243.3, any severance payment to the SUPERINTENDENT shall be fully reimbursed to the DISTRICT if the SUPERINTENDENT is convicted of any crime involving an abuse of his office or position with the DISTRICT as defined by applicable law.

The intent of this provision is solely to satisfy the requirements in Government Code sections 53260-53264, and shall be interpreted consistently with these statutes.

8. Discharge for Cause.

In the event of discharge for cause, which shall be defined as conduct which is seriously prejudicial to the DISTRICT, this AGREEMENT may be terminated. This shall include, but is not limited to, unprofessional conduct, incompetency, neglect of duty, or breach of contract. Should the BOARD elect to terminate this AGREEMENT prior to its expiration pursuant to this section, the BOARD shall notify SUPERINTENDENT in writing. Upon request, the BOARD shall serve upon SUPERINTENDENT a reasonably detailed statement of charges. SUPERINTENDENT will be afforded an opportunity for a hearing which shall include the right to be represented by counsel and the right to call witnesses. If SUPERINTENDENT chooses to be accompanied by legal counsel at such hearing, SUPERINTENDENT shall bear any costs therein involved. Such hearing shall be conducted in closed session by the Board. SUPERINTENDENT shall be provided a written decision describing the results of the hearing within ten (10) days following such hearing.

G. SEEKING OTHER EMPLOYMENT

Should the SUPERINTENDENT seek other employment during the term of this Agreement, or any extension thereof, SUPERINTENDENT shall notify the BOARD in writing if he becomes a finalist for another position. Failure to provide the BOARD with such notice shall constitute a material breach of this Agreement. If at any time the SUPERINTENDENT fails to perform his duties and obligations to DISTRICT to the satisfaction of the majority of the BOARD during SUPERINTENDENT's search for other employment, such failure shall constitute a material breach of this Agreement, and the BOARD may, upon majority vote, exercise any remedy provided for by law including, but not limited to, modification or

termination for cause of this Agreement. In consideration for this Agreement, SUPERINTENDENT hereby agrees to withdraw any pending written applications or appointments for oral interviews and shall not consider any other employment considered or entertained prior to the time of execution of this Agreement.

H. INDEMNITY

In accordance with the provisions of Government Codes §825 and §995, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within the scope of employment.

Upon retirement or separation from the district, the Superintendent will continue to be indemnified for any actions taken against him/her related to his/her role as the Superintendent.

I. SALARY

1. The SUPERINTENDENT's salary shall be $308,979.00 (Step E) per annum under this Agreement and pursuant to the adopted Superintendent salary schedule, payable in equal monthly payments, commencing July 1, 2026.

2. The BOARD shall consider adjustments in the SUPERINTENDENT'S salary annually on or before July 1st of the fiscal year preceding the fiscal year in which the new salary will take effect. If the SUPERINTENDENT receives a "satisfactory" evaluation, the SUPERINTENDENT shall receive the same raise as the certificated and classified employees have received. However, the BOARD hereby retains the right to adjust the annual salary of the SUPERINTENDENT at any time during the term of this Agreement. Any adjustments in salary made during the life of this Agreement shall be in the form of a written amendment hereto, be approved by the Board in Open Session, and shall become part of this Agreement. It is provided, however, that by so doing it shall not be considered that the BOARD has entered into a new Agreement with the SUPERINTENDENT, nor that the termination date of the existing Agreement has been extended.

3. The SUPERINTENDENT shall receive a yearly Master's degree stipend and a yearly Doctoral degree stipend that equals the amount listed on the current Administrative Salary Schedule.

4. The SUPERINTENDENT's salary shall be based upon 225 work days for performing the duties provided in this Agreement. It is agreed that the daily rate of pay be computed by dividing the current base salary by 225.

J. OTHER BENEFITS

The SUPERINTENDENT shall, in addition to salary, receive all of the benefits of employment, including, but not limited to, a Health Benefit contribution of $10,007 per year, which are granted to the DISTRICT'S certificated employees, according to salary level or other basis provided by the BOARD in connection with such benefits, except as otherwise set forth in this Agreement. The parties agree that the Health Benefit contribution does not constitute creditable compensation; therefore, no CalPERS payments shall be made by either party and this income shall not count for retirement purposes.

2. The SUPERINTENDENT does hereby agree to have an annual comprehensive medical examination, at the DISTRICT'S expense. If requested by the BOARD, the SUPERINTENDENT agrees to provide the BOARD a physician's statement of health; such information shall be treated as confidential information by the BOARD.

3. The DISTRICT shall provide a cell phone for the SUPERINTENDENT'S use.

4. The DISTRICT will provide health benefits at DISTRICT expense to the SUPERINTENDENT upon retirement and prior to age sixty-five (65). Benefits provided by the DISTRICT will terminate at death or at the end of the month in which the retiree becomes sixty-five (65), whichever occurs first. The DISTRICT shall contribute the same amount to the insurance provider as it contributes for active certificated management members.

When the SUPERINTENDENT reaches the age of sixty-five (65), the DISTRICT will allow the retired SUPERINTENDENT and his spouse to pay the full cost of health premiums until the SUPERINTENDENT'S death, if permitted by the DISTRICT'S health benefits carrier and if the DISTRICT incurs no additional expenses.

K. EXPENSE REIMBURSEMENT

1. The SUPERINTENDENT shall attend appropriate business and professional meetings at local, state, and national levels. The SUPERINTENDENT shall give the BOARD advance notice of business and professional meetings conducted outside of California. Expenses of travel and attendance at out-of-county activities shall be paid in advance by the DISTRICT, or where appropriate reimbursed upon the submission of proper receipts from the SUPERINTENDENT.

2. The BOARD shall pay or reimburse the SUPERINTENDENT for annual professional association dues in the Association of California School Administrators (ACSA) and other professional organizations approved by the Board.

3. The DISTRICT shall pay or reimburse the SUPERINTENDENT for dues and/or membership fees required by the Chamber of Commerce or other civic groups that the BOARD requests SUPERINTENDENT to join.

4. The parties agree that expense reimbursements described in paragraphs J(1)-(3) above do not constitute creditable compensation; therefore, no CalPERS payments shall be made by either party and this income shall not count for retirement purposes

L. VACATION AND SICK LEAVE

1. The SUPERINTENDENT shall receive twenty-two (22) days of paid vacation credit per school year. It is expressly agreed by the parties that up to ten (10) days of unused vacation credit may be accumulated each school year. The SUPERINTENDENT may choose to either carry this unused vacation credit over to the next school year or to be compensated for it at the SUPERINTENDENT'S daily rate of compensation. Upon termination or expiration of this Agreement, the SUPERINTENDENT shall be entitled to compensation for unused and accrued vacation days at the then current salary rate.

2. The SUPERINTENDENT shall earn twelve (12) days of sick leave per school year which may be accumulated and carried over for succeeding school years. Earned sick leave shall be cumulative as provided by State law and Board policy. The DISTRICT shall not be obligated to compensate the SUPERINTENENT for accrued sick leave at the time of termination of this Agreement. All unused accumulated sick leave may, at the option of the SUPERINTENDENT, be transferred to a new employer as provided by law.

3. The SUPERINTENDENT shall be entitled to other authorized leaves and holidays not specifically addressed in this Agreement on an equivalent basis to all other similar management personnel.

M. LEGAL TERMS

This Agreement shall be governed by the laws of the State of California.

Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

Severability. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing, ratified in an open session board meeting and signed by both parties.

Construction of Agreement. This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly

understood and agreed that the parties have participated equally or have had equal opportunity to participate in the rafting hereof.

Headings. The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

Assignment. Since this Agreement is for the employment of SUPERINTENDENT and SUPERINTENDENT's specific knowledge and talents, both parties acknowledge that neither party shall assign this Agreement or any interest therein. Any such attempt to assign this Agreement is null, void and of no effect.

N. REVIEW OF AGREEMENT

Each year at the time of the annual evaluation, the parties shall meet to review the entire Agreement and mutually consider provided extensions, modifications or additions.

O. SIGNATORY CLAUSE

This Agreement includes and is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education of California, and the rules and regulations of the BOARD. This Agreement shall be ratified in an open session Regular Board meeting. But may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first written above.

_____ Date Signed: _____

_____ Date Signed: _____